

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Supply and Delivery of Materials for the Completion of PMO Building in Koronadal City

Government of the Republic of the Philippines

PMO-06-2022

**Sixth Edition
June 2022**

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

Bid – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as *Proposal* and *Tender*. (2016 revised IRR, Section 5[c])

Bidder – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

Bidding Documents – The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

Consulting Services – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

CDA - Cooperative Development Authority.

Contract – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

DDP – Refers to the quoted price of the Goods, which means “delivered duty paid.”

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

Foreign-funded Procurement or Foreign-Assisted Project– Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

Framework Agreement – Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as “Call-Offs,” are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)

GFI – Government Financial Institution.

GOCC – Government-owned and/or –controlled corporation.

Goods – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term “related” or “analogous services” shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national

buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

Procurement Project – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

Supplier – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 3.8 of GPPB Resolution No. 13-2019, dated 23 May 2019). Supplier as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.

UN – United Nations.

Section I. Invitation to Bid



Republic of the Philippines
Department of Finance
PRIVATIZATION AND MANAGEMENT OFFICE



104 Gamboa Street, Legaspi Village, Makati City 1229

INVITATION TO BID FOR THE SUPPLY AND DELIVERY OF MATERIALS FOR THE COMPLETION OF PMO BUILDING IN KORONADAL CITY

1. The **Custodianship Services Division** of the **Privatization and Management Office**, through its **Retention Fund FY 2022** intends to apply the sum of **One Million Eighteen Thousand Pesos (Php 1,018,000.00)** being the total Approved Budget for the Contract (ABC) to payments under the contract for the **Supply and Delivery of Materials for the Completion of PMO Building in Koronadal City** with identification number **PMO-06-2022**, broken down as follows:

LOT NO.	DESCRIPTION	ABC (Php)
1	General Hardware Supplies	693,826.05
2	Concrete and Masonry Supplies	242,017.60
3	Door Supplies	32,450.00
4	Glass Panel Supplies	6,160.00
5	Backfill Soil	43,511.60

Bids received in excess of the ABC for each lot shall be automatically rejected at bid opening.

2. The PMO Bids and Awards Committee (PMO-BAC), now invites bids for the above Procurement Project. Delivery of the Goods is required by **01 August 2022**. Bidders should have completed, within **five (5) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

4. Prospective Bidders may obtain further information from the PMO-BAC Secretariat at the contact details given below during Mondays to Fridays except Holidays, between 8:00 A.M. to 5:00 P.M.
 5. A complete set of Bidding Documents may be acquired by interested Bidders on **02 June 2022, Thursday**, from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Two Hundred Pesos (Php200.00)**. Payment for the fees may be made in person or through electronic means. Kindly coordinate with the PMO-BAC Secretariat at the given contact details below.
 6. The PMO-BAC will hold a Pre-Bid Conference on **07 June 2022, Tuesday, at 10:00 A.M.** through video conferencing *via* Zoom platform. Zoom link will be provided to prospective bidders who shall signify their interest to join the Pre-Bid Conference by sending their expression of interest through the PMO-BAC Secretariat at the given email address below.
 7. Bids must be duly received by the BAC Secretariat through manual submission **not later than 10:00 A.M. on 27 June 2022, Monday** at the following address:
 - a) For Mindanao-based Bidders:

Privatization and Management Office (former Board of Liquidators (BOL) building), Sitio St. Michael, Brgy. Daliao, Toril, Davao City
 - b) For Manila-based Bidders:

Ground Floor Lobby, Privatization and Management Office, 104 Gamboa St., Legaspi Village, Makati City
- Late bids shall not be accepted.
- Each Bidder shall submit in a sealed envelope the following:
- a) One (1) Original and Two (2) certified copies of the Technical and Financial Components of its Bid; and,
 - b) a USB containing a scanned copy of the Technical and Financial Components of its Bid or password-protected cloud storage link
- Refer to Appendix A for detailed instructions.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
 9. Bid opening shall be on **27 June 2022, Monday, at 10:00 A.M.** via Zoom. Bids will be opened in the presence of the bidder or its representative(s) who is duly authorized to attend the activity. The Zoom link shall be sent to the prospective bidder upon receipt of their bid.
 10. The PMO-BAC reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with

Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

In the event two or more of the bidders have been post-qualified as Lowest Calculated and Responsive Bid (LCRB), the procuring entity shall use “draw lots” or similar methods of chance as tie-breaking method.

11. For further information, please refer to:

MARIA LIRIO A. ZABALA
Chairperson, PMO-BAC
Privatization and Management Office
104 Gamboa Street, Legaspi Village, Makati City
Email Address: BAC@pmo.gov.ph
Telephone Number: 8893-7096 or 09209085643
PMO website: <https://www.pmo.gov.ph>

Requests for clarification(s) on any part of the Bidding Documents or for an interpretation must be in writing and submitted electronically to the PMO-BAC not later than **12:00 P.M. on 10 June 2022, Friday.**

12. You may visit the following websites for downloading of Bidding Documents:

PhilGEPS website: <https://www.philgeps.gov.ph>
PMO website: <https://www.pmo.gov.ph>

Issued this 2nd day of June 2022.



MARIA LIRIO A. ZABALA
Chairperson, PMO-BAC

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **PMO** wishes to receive Bids for the **Supply and Delivery of Materials for the Completion of PMO Building in Koronadal City**, with identification number **PMO-06-2022**.

The Procurement Project (referred to herein as “Project”) is composed of five (5) lots, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for FY 2022 in the amount of **One Million and Eighteen Thousand Pesos (Php 1,018,000.00)**.

2.2. The source of funding is the **PMO Retention Fund FY 2022**

3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manuals and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or **IB** by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have verified and accepted the general requirements of this Project, including other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex “I” of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

5. Eligible Bidders

5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:

- i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
 - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - iii. When the Goods sought to be procured are not available from local suppliers; or
 - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be **at least equivalent to twenty-five percent (25%) of the ABC per Lot.**
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

There is no restriction on the origin of goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN, subject to Domestic Preference requirements under **ITB** Clause 18.

7. Subcontracts

7.1. The Procuring Entity has prescribed that **subcontracting is not allowed.**

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time through videoconferencing/webcasting as indicated in paragraph 6 of the **IB.**

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within **five (5) years** prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in **Section VII (Technical Specifications)**.

- b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

13. Bid and Payment Currencies

- 13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.
- 13.2. Payment of the contract price shall be made in Philippine Pesos.

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until **July 31, 2022**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

Each Bidder shall submit one copy of the first and second components of its Bid.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

16. Deadline for Submission of Bids

- 16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.

17. Opening and Preliminary Examination of Bids

- 17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

- 17.2. The preliminary examination of bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

18. Domestic Preference

- 18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.

- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

- 19.4. The Project shall be awarded as follows:

One Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.

- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the

committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

- 20.1. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

- 21.1. The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause																									
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. Supply and Delivery of Construction Materials. b. completed within 5 years prior to the deadline for the submission and receipt of bids. 																								
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8	<p>Through video conferencing or webcasting via Zoom at 10:00 A.M. on 07 June 2022, Tuesday.</p> <p>Zoom link will be provided to prospective bidders who shall signify their interest to join the Pre-Bid Conference by sending their expression of interest through the PMO-BAC Secretariat's email address: BAC@pmo.gov.ph</p>																								
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14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">LOT NO.</th> <th style="text-align: center;">AMOUNT OF BID SECURITY (Php)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td style="text-align: right;">13,876.52</td> </tr> <tr> <td style="text-align: center;">2</td> <td style="text-align: right;">4,840.35</td> </tr> <tr> <td style="text-align: center;">3</td> <td style="text-align: right;">649.00</td> </tr> <tr> <td style="text-align: center;">4</td> <td style="text-align: right;">123.20</td> </tr> <tr> <td style="text-align: center;">5</td> <td style="text-align: right;">870.23</td> </tr> </tbody> </table> <p>The amount equivalent of not less than <i>two percent (2%) of ABC</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">LOT NO.</th> <th style="text-align: center;">AMOUNT OF BID SECURITY (Php)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td style="text-align: right;">34,691.30</td> </tr> <tr> <td style="text-align: center;">2</td> <td style="text-align: right;">12,100.88</td> </tr> <tr> <td style="text-align: center;">3</td> <td style="text-align: right;">1,622.50</td> </tr> <tr> <td style="text-align: center;">4</td> <td style="text-align: right;">308.00</td> </tr> <tr> <td style="text-align: center;">5</td> <td style="text-align: right;">2,175.58</td> </tr> </tbody> </table> <p>The amount equivalent of not less than <i>five percent (5%) of ABC</i> if bid security is in Surety Bond.</p>	LOT NO.	AMOUNT OF BID SECURITY (Php)	1	13,876.52	2	4,840.35	3	649.00	4	123.20	5	870.23	LOT NO.	AMOUNT OF BID SECURITY (Php)	1	34,691.30	2	12,100.88	3	1,622.50	4	308.00	5	2,175.58
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4	Glass Panel Supplies	6,160.00																	
5	Backfill Soil	43,511.60																	
20.1	<p>a. Audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission.</p> <p>b. Other documents as may be required by the TWG to validate statements of the bidder in the forms submitted.</p>																		
21.1	No further instructions.																		

Section IV. General Conditions of Contract

1. Scope of Contract

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

Additional requirements for the completion of this Contract shall be provided in the **Special Conditions of Contract (SCC)**.

2. Advance Payment and Terms of Payment

2.1. Advance payment of the contract amount is provided under Annex “D” of the revised 2016 IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC**, **Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

5. Warranty

- 6.1. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 6.2. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents – For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>The delivery terms applicable to this Contract are delivered PMO Building in Alunan Avenue, Koronadal City. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at the Project Site.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site are the following:</p> <p>Mary Noreen A. Antonio <i>Administrative Officer V, CSD</i></p> <p>Arch. Edsel I. Antonio <i>Project Architect</i></p> <p>Nestor Russiana <i>CSD – Caretaker</i></p> <p>Incidental Services – The Supplier is required to furnish PMO a detailed installation and maintenance manual for the supplied Goods, as applicable.</p> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>Packaging – The Supplier shall provide, as applicable, such packaging of the Goods to prevent their damage or deterioration during transit to the Project Site. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The outer packaging must be clearly marked on at least one (1) side as follows:</p>

	<p>Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p> <p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation – Transport of the Goods to the Project Site, including insurance and storage, shall be arranged by the Supplier, and related costs shall be included in the bid price.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers, risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the Project Site.</p>
	<p>Intellectual Property Rights – The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<p>The terms of payment shall be as follows:</p> <ul style="list-style-type: none"> a) Payment shall be made within 15 to 30 calendar days upon receipt of the End-User of complete documentary requirements for billing from the Supplier such as Delivery Receipt and Sales Invoice or any applicable billing statement after each delivery schedule. b) Retention money in an amount equivalent to five percent (5%) of the amount due for payment shall be withheld. c) In case advance payment was made, all progress payments shall first be charged against the advance payment until the latter has been fully exhausted. d) Liquidated damages shall be deducted from the payments, in an amount one-tenth (1/10) of one percent (1%) of the cost of the delayed goods scheduled for delivery for every day of delay until such goods are finally delivered and accepted by the End-User.
4	<p>The inspections and tests that will be conducted are:</p> <ul style="list-style-type: none"> a) <i>Drop test for Concrete Hollow Blocks (CHB) delivered on site.</i>

Section VI. Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
1	General Hardware Supplies	1 Lot		Initial delivery shall be made within 7 calendar days from receipt of Notice to Proceed (NtP). Succeeding deliveries shall be made within 7 calendar days from receipt of request for delivery from the EU.
2	Concrete and Masonry Supplies	1 Lot		Delivery shall be made within 7 calendar days from receipt of NtP.
3	Door Supplies	1 Lot		Delivery shall be made within 7 calendar days from receipt of request for delivery from the EU.
4	Glass Panel Supplies	1 Lot		Delivery shall be made within 7 calendar days from receipt of request for delivery from the EU.
5	Backfill Soil	1 Lot		Delivery shall be made within 7 calendar days from receipt of request for delivery from the EU.

Conforme:

(Signature over printed name of authorized representative)

(Indicate position of authorized representative)

(Indicate name of Company)

Section VII. Technical Specifications

Technical Specifications

Bidders must state here “Comply” against each item under the Lot where the bidder is submitting a bid. This must be supported by evidence in the form of manufacturer’s brochure/samples, as appropriate, to be submitted. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.

Bidders must also indicate the brand name of the product being offered. Otherwise, indicate “unbranded” or “generic”.

1. LOT 1 – GENERAL HARDWARE

ITEM	DESCRIPTION	QTY	UNIT	STATEMENT OF COMPLIANCE	BRAND NAME
1.1	METAL SUPPLIES				
1.1.1	10mmØ x 6m	445	pcs		
1.1.2	12mmØ x 6m	221	pcs		
1.1.3	12mm SQUARE BAR x 6m	24	pcs		
1.1.4	16.0mmØ x 6m Round bars	3	pcs		
1.1.5	1 1/2" flat bar	11	pcs		
1.1.6	2"x4"x1.2mmTHKx6m Steel tubular	2	pcs		
1.1.7	2"x2"x5mm THK x6m Steel angle bar	9	pcs		
1.1.8	50mm Ø G.I. Pipe Schedule 40	6	pcs		
1.1.9	Double furring- .40mmx19mmx 50mmx5.0m	67	pcs		
1.1.10	Double furring clip	394	pcs		
1.1.11	Carrying channel- 1.0mmx12mmx 38mmx5.0m	54	pcs		
1.1.12	Wall angle .50mmx25mmx25mmx3m	39	pcs		
1.1.13	Suspension clip with rod jointer	22	pcs		
1.1.14	Twisted hanger	22	pcs		
1.1.15	GI Pipe 3" Schedule 40 x6m	2	pcs		
1.1.16	3'x8' G18 Plain Sheet	6	shts		
1.1.17	Pre-painted gutter GA 24 (.701mmx2.44m)	28	pcs		
1.1.18	Pre-painted flashing GA 24 (.701mmx2.44m)	28	pcs		

1.2	WOOD/PLYWOOD SUPPLIES				
1.2.1	4'x8' 6mm THK Marine Plywood	66	pcs		
1.2.2	4'x8' 12mm THK Marine Plywood	20	pcs		
1.2.3	4'x8' 19mm THK Marine Plywood	3	pcs		
1.2.4	2"x2"x8' KD wood	6	pcs		
1.2.5	1/2"x1" KD wood	7	pcs		
1.2.6	2"x2"x10' coco lumber	75	pcs		
1.3	PLUMBING SUPPLIES				
1.3.1	4" Ø x 10' PVC Sanitary pipe	33	pcs		
1.3.2	4" Ø PVC Sanitary Wye	2	pcs		
1.3.3	4" Ø PVC Elbow 90°	41	pcs		
1.3.4	4" Ø PVC clean-out plug	6	pcs		
1.3.5	4"Ø x 2"Ø PVC Sanitary Wye	5	pcs		
1.3.6	4"Ø x 2"Ø PVC Reducer Tee	2	pcs		
1.3.7	PVC P-trap with plug & sealing ring 50mm	4	pcs		
1.3.8	PVC Solvent Cement 200cc	24	pcs		
1.3.9	4"Ø x 3"Ø PVC Reducer Tee	2	pcs		
1.3.10	3"Ø x 2"Ø PVC Reducer Tee	2	pcs		
1.3.11	2" Ø x 10' PVC Sanitary pipe	1	pcs		
1.3.12	2" Ø x 10' PVC Elbow 90°	3	pcs		
1.3.13	Thread seal tape/Plumber's tape 3/4"	14	roll		
1.3.14	3/4" Ø x 10' PVC pipe	13	pcs		
1.3.15	3/4" Ø PVC Tee	6	pcs		
1.3.16	3/4" Ø PVC Elbow	12	pcs		
1.3.17	Water Meter Cast iron	1	pcs		
1.3.18	Gate Valve (ball, 1/2")	1	pcs		
1.3.19	Water closet with tank and fittings	1	set		
1.3.20	Lavatory with fittings (wall mounted)	1	set		
1.3.21	Floor drain 4"x4"	1	pc		
1.3.22	Urinal with fittings	1	set		
1.3.23	Shower set (head and valves)	1	set		
1.3.24	Faucet (bronze)	7	pcs		
1.3.25	Kitchen sink stainless steel complete with accessories 400mmWx 600mmL	1	set		

1.4	ELECTRICAL SUPPLIES				
1.4.1	Conduit 20mmØ x 3.0m	36	pcs		
1.4.2	Utility Box 2'x4'	26	pcs		
1.4.3	Junction Box with cover 4" x 4"	12	pcs		
1.4.4	32mmØ x 20' PVC	6	pcs		
1.4.5	TW #2.0mm ² THHN (solid)	90	lm		
1.4.6	TW #3.5mm ² THHN (solid)	180	lm		
1.4.7	TW #8.0mm ² THHN (solid)	15	lm		
1.4.8	Electrical tape (small).16mmx19mmx8m	15	roll		
1.4.9	Panel board (10 branches)	1	pcs		
1.4.10	Convenience Outlet duplex with cover	10	pcs		
1.4.11	Two-gang swith with cover	10	pcs		
1.4.12	LED lamp/light-12"x12" flush type 20w daylight	22	pcs		
1.4.13	Circuit breaker 30A	10	pair		
1.4.14	ACU outlet 3/4"	1	pcs		
1.4.15	Ref outlet	1	pcs		
1.4.16	Range outlet	1	pcs		
1.4.17	Lighting outlets	22	pcs		
1.4.18	Electrical tape (small).16mmx19mmx8m	20	roll		
1.4.19	25mm Entrance cap	1	pcs		
1.4.20	2-5.5mm ² THW copper wire	32	lm		
1.4.21	1-5.5mm ² THW copper wire	12	lm		
1.4.22	Iron clamp	4	pcs		
1.4.23	25mmØ x 20' RSC	1	pcs		
1.4.24	1/2" x 10' RSC	1	pcs		
1.4.25	3/4" x 10' grounding rod with clamp	1	pcs		
1.5	TILE SUPPLIES				
1.5.1	400mmx400mm Ceramic Tiles- for office interior	845	pcs		
1.5.2	300X300 Ceramic glazed wall tiles-FOR T&B	94	pcs		
1.5.3	300X300 Ceramic unglazed floor tiles-FOR T&B	37	pcs		
1.5.4	8x8 ceramic tiles-for kitchen counter	106	pcs		

1.5.5	Tile Grout 2kg	20	bags		
1.5.6	Tile Adhesive 25kg	38	bags		
1.6	PAINT SUPPLIES				
1.6.1	Permacoat Flat Latex #701 -16L	6	pale		
1.6.2	Permacoat Semi-gloss Latex #701 -16L	10	pale		
1.6.3	Primer, Flat Enamel	3	pale		
1.6.4	Primer, Flat Enamel	4	liters		
1.6.5	Quick Drying Enamel-semi-gloss 16L	5	pale		
1.6.6	Quick Drying Enamel-semi-gloss 4L	4	gal		
1.6.7	Primer, Red oxide 1L	8	liters		
1.6.8	Paint Thinner	9	gal		
1.6.9	Paint brush 3"	1	pc		
1.6.10	Paint brush 2"	6	pcs		
1.6.11	Paint brush 4"	10	pcs		
1.6.12	Roller paint brush with tray 12"	6	sets		
1.7	OTHER SUPPLIES				
1.7.1	Old newspaper	2	kls		
1.7.2	White cotton rugs (round)	10	kls		
1.7.3	Steel brush (5 lines)	3	pcs		
1.7.4	Sandpaper (7000 grit)-for metal	6	pcs		
1.7.5	Sandpaper (150 grit)-for wood	10	pcs		
1.7.6	Sandpaper (200 grit)-for wood	10	pcs		
1.7.7	Concrete Epoxy Hi-viscosity	1	gal		
1.7.8	Spatula 3"	1	pcs		
1.7.9	Grinding disc 4"	7	pcs		
1.7.10	SS Piano hinge 1 1/2"x1800mm	4	pcs		
1.7.11	Catches Lock	26	set		
1.7.12	Handle-for kitchen cabinet drawer-SS	12	pcs		
1.7.13	1" Nail	5	kls		
1.7.14	3" Concrete nail	20	pcs		
1.7.15	1/2" finishing nail	1	kls		
1.7.16	4" Nail	4	kls		
1.7.17	Welding rod-E6011 all purpose	6	box		
1.7.18	Blind Rivets	1900	pcs		

1.7.19	GA 16 Tie Wire	69	kl		
1.7.20	Pillow block hinge 2" for gate	6	pcs		

2. LOT 2 – CONCRETE AND MASONRY SUPPLIES

2.1	Cement (Portland)	400	bags		
2.2	Sand	39	cu.m.		
2.3	Gravel	38	cu.m.		
2.4	4" Concrete Hollow Blocks	3,048	pcs		

3. LOT 3 – DOOR SUPPLIES

3.1	Solid wood panel door with jamb	4	sets		
3.2	Flush door hollow core PVC	1	sets		
3.3	Door lockset-tubular knob lock SS	4	sets		
3.4	Door Butt Hinge 4" SS	12	pcs		

4. LOT 4 – GLASS PANEL SUPPLIES

4.1	6mm THK Bronze Glass 1.125x2.10m	1	sets		
4.2	1"X2" Rectangular tube (Aluminum)	1	pcs		
4.3	Frosted film (1.0m width)	8	ln.m.		

5. LOT 5 – BACKFILL SOIL

5.1	Backfill Soil	116	cu.m.		
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OTHER TERMS AND CONDITIONS

ITEM NO.	DESCRIPTION	STATEMENT OF COMPLIANCE
1	Deliver all materials as specified above and in accordance with Section VI. Schedule of Requirements.	
2	Ensure that all materials to be delivered on site are of good quality and are free from patent and latent defects.	
3	Provide warranty period of at least three (3) months from date of acceptance of the delivered supplies. The obligation for the warranty shall be covered by either retention money in an amount equivalent to five percent (5%) of the amount due for payment, or a special bank guarantee equivalent to five percent (5%) of the total contract price. The said amounts shall only be released after the lapse of the 3-month warranty period or, after consumption thereof.	
	Replace materials found to be defective within seven (7) calendar days from receipt of notification from PMO authorized representative.	

Conforme:

(Signature over printed name of authorized representative)

(Indicate position of authorized representative)

(Indicate name of Company)

***Section VIII. Checklist of Technical and
Financial Documents***

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;

Technical Documents

- (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid (Form 1); **and**
- (c) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents (Form 2); **and**
- (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
or
Original copy of Notarized Bid Securing Declaration (Form 3); **and**
- (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (f) Original duly signed Omnibus Sworn Statement (OSS) (Form 4); **and** if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- (g) The prospective bidder’s computation of Net Financial Contracting Capacity (NFCC) (Form 5);
or
A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class “B” Documents

- (h) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;
or
duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

Other documentary requirements under RA No. 9184 (as applicable)

- (i) [For foreign bidders claiming by reason of their country’s extension of reciprocal rights to Filipinos] Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.

- (j) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

25 FINANCIAL COMPONENT ENVELOPE

- (a) Original of duly signed and accomplished Financial Bid Form (Form 6); **and**
- (b) Original of duly signed and accomplished Price Schedule(s) (Form 7).

***Section IX. Required Forms to be Submitted by
Bidders***

Statement of All On-Going Government and Private Contracts, Including Contracts Awarded but Not Yet Started, whether Similar or Not Similar in Nature and Complexity of the Contract to be Bid

A. Government

Project Details a) Project Title b) Agency/Company c) Contract Amount/Value d) Contract Duration/Period e) Date Started	Kinds of Goods to be Supplied	% of Accomplishment		Value of Outstanding Works (Undelivered Portion)
		Planned	Actual	
1.				
2.				

B. Private

Project Details a) Project Title b) Agency/Company c) Contract Amount/Value d) Contract Duration/Period e) Date Started	Kinds of Goods to be Supplied	% of Accomplishment		Value of Outstanding Works (Undelivered Portion)
		Planned	Actual	
1.				
2.				

Note: The following documents must be submitted during Post-Qualification: (a) Notice of Award and/or Contract, and (b) Notice to Proceed.

This is to certify that the above statement is true and correct.

Signature over Printed Name of Authorized Representative

Statement of Single Largest Completed Contracts (SLCC) Similar to the Contract to be Bid

Project Details	Contract Amount	Description of the Projector Major Categories of Work Similar to the Contract to be Bid
a) Project Title	a) Value as Awarded	
b) Agency/Company	b) Value adjusted to current prices using PSA consumer price indices, when necessary	
c) Contract Duration/Period		
d) Date Started		
e) Date Completed		
a)		
b)		
c)		
d)		
e)		

Note:

The following documents must be submitted during Post-Qualification: (a) End-User's Acceptance, or (b) Official Receipt(s) or Sales/Service Invoice issued for the completed contract.

The End-User's Acceptance must have the following details:

- a) Name of the Project Owner that issued the certificate;*
- b) Name of Contractor/Service Provider;*
- c) Name of Contract; and,*
- d) Contract Duration*

This is to certify that the above statement is true and correct.

Signature over Printed Name of Authorized Representative

Bid Securing Declaration Form
[shall be submitted with the Bid if bidder opts to provide this form of bid security]

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.

BID SECURING DECLARATION

Project Identification No.: *[Insert number]*

To: *[Insert name and address of the Procuring Entity]*

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
 - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this _____ day of *[month]* *[year]* at *[place of execution]*.

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]
Affiant

[Jurat]

[Format shall be based on the latest Rules on Notarial Practice]

Omnibus Sworn Statement (Revised)
[shall be submitted with the Bid]

REPUBLIC OF THE PHILIPPINES)
 CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:

1. *[Select one, delete the other:]*

[If a sole proprietorship:] I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder];

[If a partnership, corporation, cooperative, or joint venture:] I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];

2. *[Select one, delete the other:]*

[If a sole proprietorship:] As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;

[If a partnership, corporation, cooperative, or joint venture:] I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)];

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**
4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. *[Select one, delete the rest:]*

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a partnership or cooperative:] None of the officers and members of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a corporation or joint venture:] None of the officers, directors, and controlling stockholders of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. *[Name of Bidder]* complies with existing labor laws and standards; and

8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:

- a. Carefully examining all of the Bidding Documents;
- b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
- c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
- d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.

9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of ___, 20___ at
_____, Philippines.

*[Insert NAME OF BIDDER OR ITS AUTHORIZED
REPRESENTATIVE]*

[Insert signatory's legal capacity]

Affiant

[Jurat]

[Format shall be based on the latest Rules on Notarial Practice]

COMPUTATION OF NET FINANCIAL CONTRACTING CAPACITY (NFCC)

- A. Summary of the Bidder's assets and liabilities on the basis of the attached Audited Financial Statements stamped "RECEIVED" by the Bureau of Internal Revenue (BIR) or its authorized collecting agent, for the immediately preceding year.

	PARTICULARS	AMOUNT
1.	Total Assets	
2.	Current Assets	
3.	Total Liabilities	
4.	Current Liabilities	
5.	Net Worth (1-3)	
6.	Net Working Capital (2-4)	

- B. The Net Financial Contracting Capacity (NFCC) based on the above data is computed as follows:

NFCC = [(Current assets minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.

K= 15

NFCC= ₱ _____

Submitted by:

Authorized Signature
Name & Title of Authorized Signatory
Name of Bidder-Agency
Bidder's Address

Bid Form for the Procurement of Goods
[shall be submitted with the Bid]

BID FORM

Date : _____
 Project Identification No. : _____

To: *[name and address of Procuring Entity]*

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods]* in conformity with the said PBDs for the sum of *[total Bid amount in words and figures]* or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

[Insert this paragraph if Foreign-Assisted Project with the Development Partner:

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
---------------------------	---------------------	-----------------------------------

(if none, state "None")]

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.

The undersigned is authorized to submit the bid on behalf of *[name of the bidder]* as evidenced by the attached *[state the written authority]*.

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

Name: _____

Legal capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Date: _____

PRICE SCHEDULE(S)

Please download the Excel File of Form 7 from the PMO website at www.pmo.gov.ph or you may contact the BAC Secretariat at the given contact details in the Invitation to Bid to request for a copy.

Contract Agreement Form for the Procurement of Goods (Revised)
*[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days
after receiving the Notice of Award]*

CONTRACT AGREEMENT

THIS AGREEMENT made the _____ day of _____ 20__ between [name of PROCURING ENTITY] of the Philippines (hereinafter called “the Entity”) of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called “the Supplier”) of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly [brief description of goods and services] and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of [*contract price in words and figures in specified currency*] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:
 - i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
 - ii. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;
 - iii. Performance Security;
 - iv. Notice of Award of Contract; and the Bidder’s conforme thereto; and
 - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract**

execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.
4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

[Insert Name and Signature]

[Insert Name and Signature]

[Insert Signatory's Legal Capacity]

[Insert Signatory's Legal Capacity]

for:

for:

[Insert Procuring Entity]

[Insert Name of Supplier]

Acknowledgment

[Format shall be based on the latest Rules on Notarial Practice]

Performance Securing Declaration (Revised)

[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]

REPUBLIC OF THE
PHILIPPINES) CITY OF _____) S.S.

PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents] To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
 - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
 - i. Procuring Entity has no claims filed against the contract awardee;
 - ii. It has no claims for labor and materials filed against the contractor; and
 - iii. Other terms of the contract; or
 - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this ____ day of [month] [year] at [place of execution].

*[Insert NAME OF BIDDER OR ITS
AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant*

[Jurat]

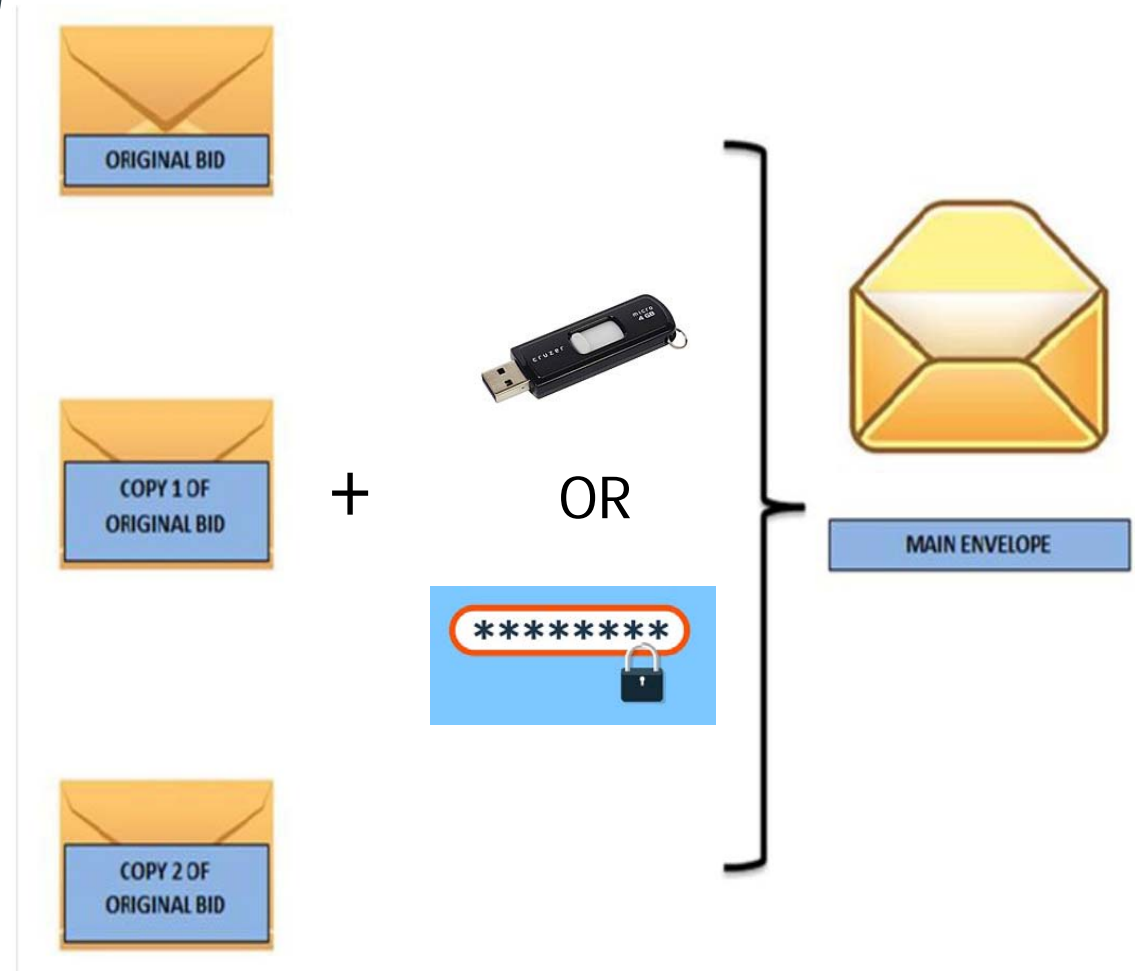
[Format shall be based on the latest Rules on Notarial Practice]

Appendix A

MANNER OF SUBMISSION:

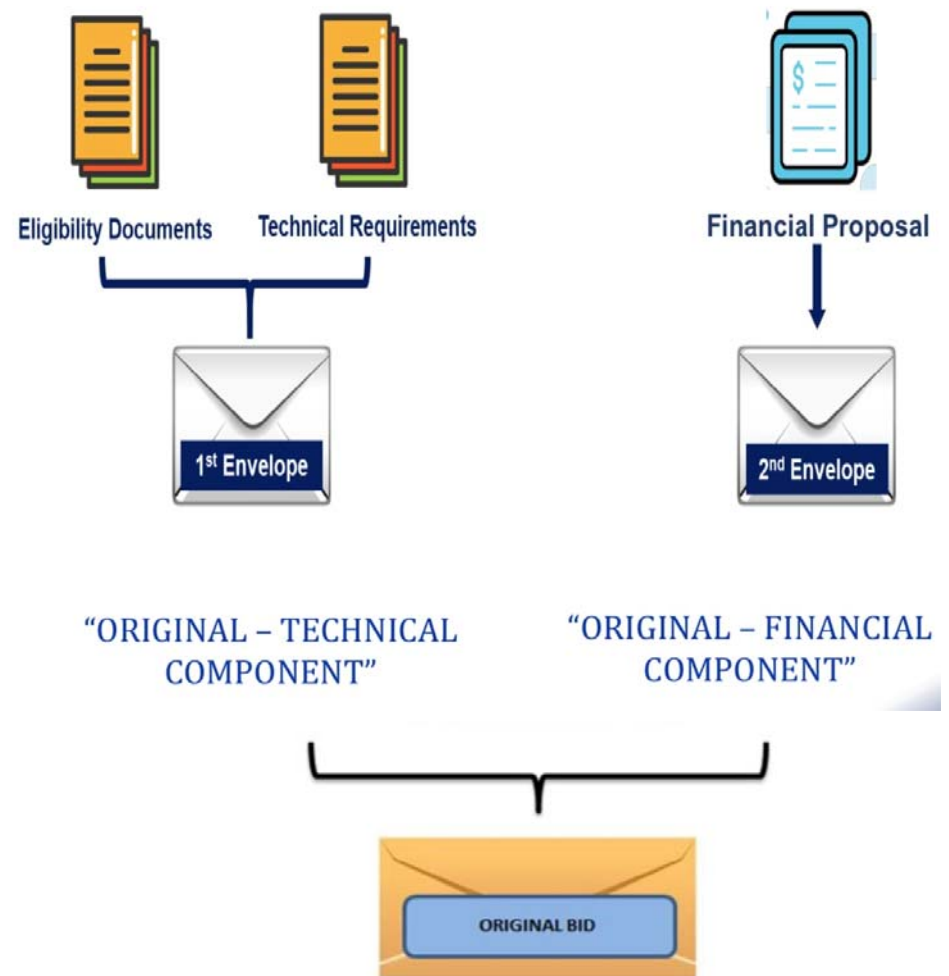
Each Bidder shall submit in a sealed envelope the following:

- a) One (1) Original and Two (2) certified copies of the Technical and Financial Components of its Bid;
- b) a USB containing a scanned copy of the Technical and Financial Components of its Bid or password-protected cloud storage link



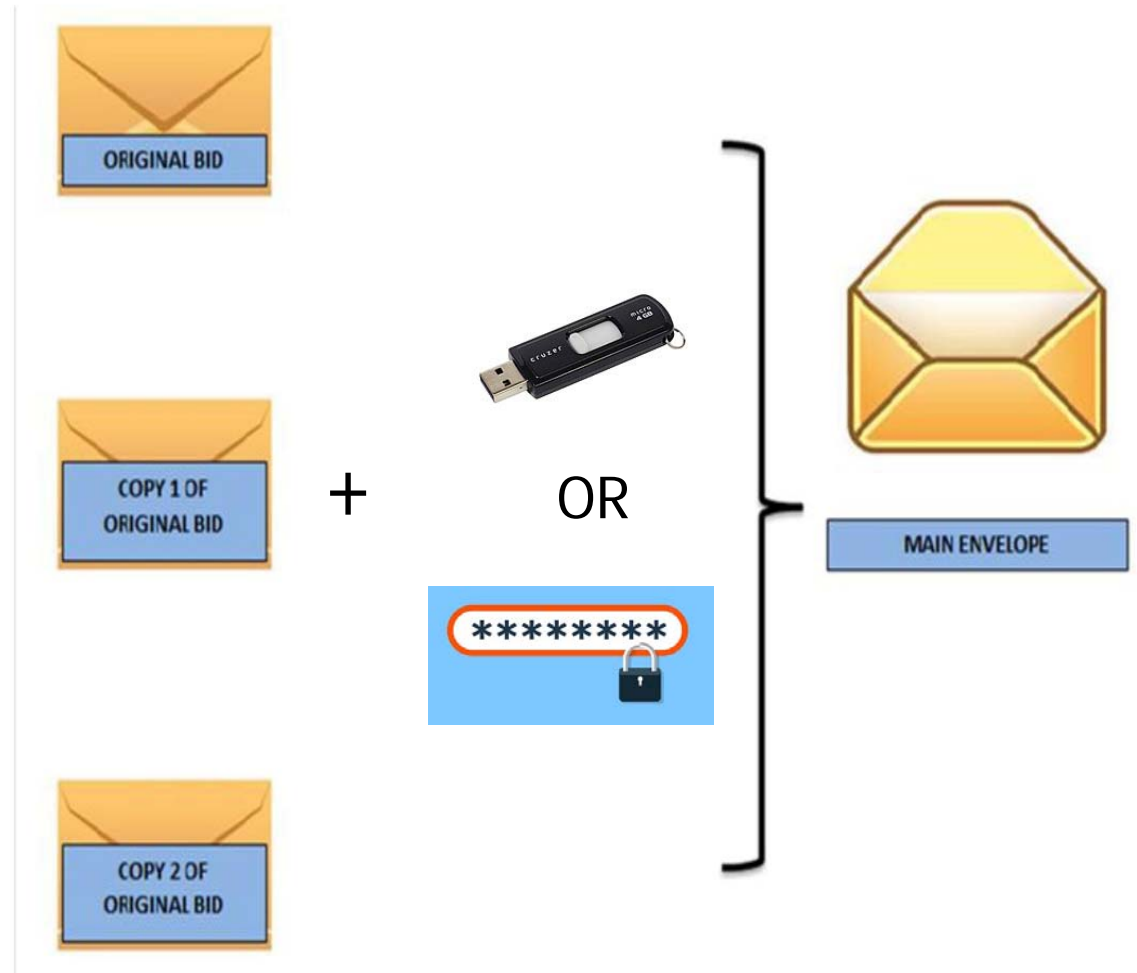
Sealing and Marking of Bids:

1. Enclose the original copy of Class "A", Class "B", and other documentary requirements (as applicable) in an envelope marked "ORIGINAL COPY - TECHNICAL COMPONENT" and seal.
2. Enclose the original copy of the Financial Bid Form and Price Schedule(s) in another envelope marked "ORIGINAL COPY - FINANCIAL COMPONENT" and seal.
3. Enclose both envelopes in an outer envelope marked "ORIGINAL BID" and seal.
4. Apply the same for copies 1 and 2, but the marking should be "COPY No. 1" and "COPY No. 2"



Sealing and Marking of Bids:

4. Enclose the "ORIGINAL BID", "Copy No. 1", and "Copy No. 2" envelopes, together with the USB or password to the Google Drive, in an envelope which shall be referred to as the "Main Envelope".
5. The flaps of the Main Envelope must be properly sealed and signed by the bidder's authorized representative.



Marking of the Main Envelope:

Name of Contract to Be Bid

- (Procurement Project Title, Solicitation Number, and Lot No(s).)

Name and Address of Bidder

- (Name of Bidder)
- (Complete Address of Service Provider/Bidder)

Recipient BAC/Procuring Entity

- MARIA LIRIO A. ZABALA
- *Chairperson, PMO-BAC*
- Privatization and Management Office
- 104 Gamboa Street, Legaspi Village, Makati City

Do Not Open Before

- (Date and Time of Opening of Bids)

Sealing and Marking of Bids:

- ▶ Unsealed or unmarked bid envelopes shall be REJECTED.
 - Unsealed = open
 - Unmarked = having no markings on it which identifies what it is
- ▶ Bid envelopes not properly sealed or marked shall be accepted, provided that the bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted.

Guidelines for the Submission and Receipt of Scanned Copies via Google Drive

- ▶ The bidder shall send the Google drive link containing scanned copy of their bid to the BAC's official email address at BAC@pmo.gov.ph, at least 1 hour before the deadline for submission and receipt of bids.

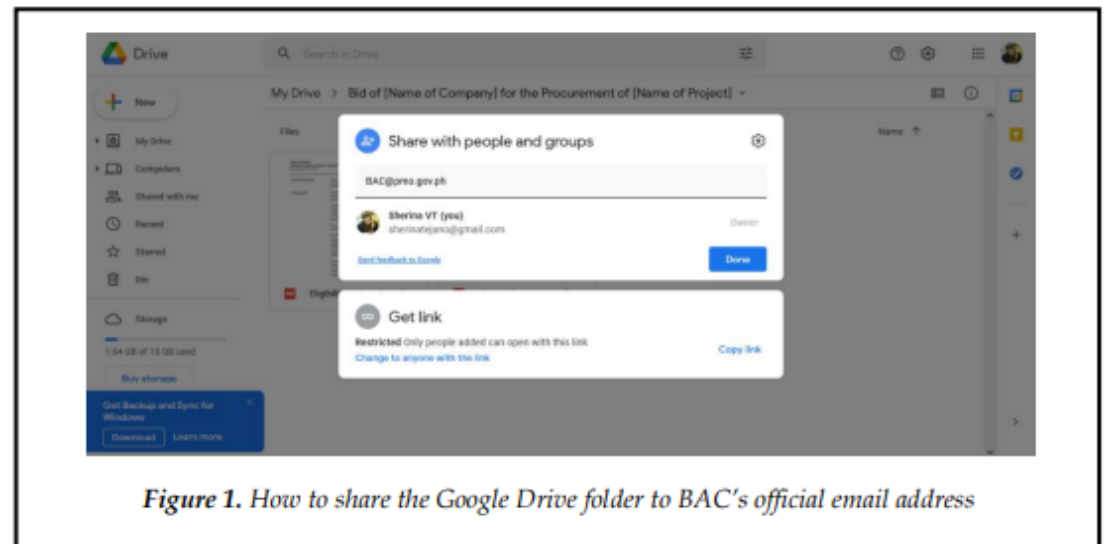


Figure 1. How to share the Google Drive folder to BAC's official email address

Guidelines for the Submission and Receipt of Scanned Copies via Google Drive

- ▶ The 1st PDF document shall contain the Class "A", Class "B", and other documents (as applicable) as specified in Section VIII of the Bidding Documents and shall be labelled as "Technical Component".
- ▶ The 2nd PDF document shall contain the Financial Bid Form and Price Schedule(s) and shall be labelled as "Financial Component".
- ▶ The files shall be in PDF and password-protected. Password to the files shall be sealed in the Main Envelope.
- ▶ The 1st and 2nd PDF documents shall be compressed in a "zip" file labelled as "Bid of (Name of Company) for the procurement of (Procurement Project Title and Reference No.)".

