

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Procurement of GOODS

Government of the Republic of the Philippines

**PR No. 23020348- Supply and Delivery of Hardware and
Construction Materials (Portland Cement & 85 others) for the
Extension of Halfway Home for Abused Women and Children**

**Sixth Edition
July 2020**

Preface

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines for use by any branch, constitutional commission or office, agency, department, bureau, office, or instrumentality of the Government of the Philippines, National Government Agencies, including Government-Owned and/or Controlled Corporations, Government Financing Institutions, State Universities and Colleges, and Local Government Unit. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract or Framework Agreement, as the case may be; (ii) the eligibility requirements of Bidders; (iii) the expected contract or Framework Agreement duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (iv) the obligations, duties, and/or functions of the winning bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the “*name of the Procuring Entity*” and “*address for bid submission,*” should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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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
PROVINCE OF CAMARINES NORTE
Daet

BIDS AND AWARDS COMMITTEE

Invitation to Bid for

PR No. 23020348 – Supply and Delivery of Hardware and Construction Materials (Portland Cement & 85 others) for the Extension of Halfway Home for Abused Women and Children

1. The *Provincial Government of Camarines Norte*, through the *SB No. 3 CY 2022 Continuing Fund* intends to apply the sum of *One Million Eight Hundred Ninety-Two Thousand Seven Pesos and Seventy-Five Centavos (P1,892,007.75)* being the Approved Budget for the Contract (ABC) to payments under the contract for *PR No. 23020348 – Supply and Delivery of Hardware and Construction Materials (Portland Cement & 85 others) for the Extension of Halfway Home for Abused Women and Children*. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *Provincial Government of Camarines Norte* now invites bids for *Supply and Delivery of Hardware and Construction Materials (Portland Cement & 85 others) for the Extension of Halfway Home for Abused Women and Children*.

Delivery of the Goods is required within *60 calendar days*. Bidders should have completed, within *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 non-discretionary “pass/fail” criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act 9184 (RA 9184), otherwise known as the “Government Procurement Reform Act.”

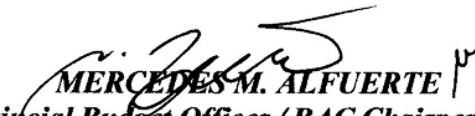
Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA 5183.

4. Bidders may obtain further information from the *Provincial Government of Camarines Norte* and inspect the Bidding Documents at the address given below from *8:00a.m. to 5:00p.m., Monday to Friday*.
5. A complete set of Bidding Documents may be acquired by interested bidders on *February 24 – March 21, 2023* at the *Provincial Capitol Building, Daet, Camarines Norte* and from the website of the *Philippine Government Electronic Procurement System (PhilGEPS)* upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of *Five Thousand Pesos (P5,000.00)*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person.

6. The *Provincial Government of Camarines Norte* will hold a Pre-Bid Conference on **March 7, 2023, 2:00p.m.** at the ***new BAC Conference Office, at the back of Agro-Sports Center, J. Lukban Street, Daet, Camarines Norte***, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the address below on or before **March 21, 2023 at 1:30p.m.** Late bids shall not be accepted.
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 **March 21, 2023 at 2:00p.m.** at the ***new BAC Conference Office, at the back of Agro-Sports Center, J. Lukban Street, Daet, Camarines Norte***. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The *Provincial Government of Camarines Norte* 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 and 41 of the revised IRR of RA 9184 without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

MRS. MERCEDES M. ALFUERTE
Provincial Budget Officer / BAC Chairperson
Provincial Capitol Bldg., Daet, Camarines Norte
(054) 885-1474
12. You may visit the website:

Philippine Government Electronic Procurement System (PhilGEPS)


MERCEDES M. ALFUERTE
Provincial Budget Officer / BAC Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *Provincial Government of Camarines Norte* wishes to receive Bids for the **Supply and Delivery of Hardware and Construction Materials (Portland Cement & 85 others) for the Extension of Halfway Home for Abused Women and Children** with identification number *[PR No. 23010348]*.

[Note: The Project Identification Number is assigned by the Procuring Entity based on its own coding scheme and is not the same as the PhilGEPS reference number, which is generated after the posting of the bid opportunity on the PhilGEPS website.]

The Procurement Project (referred to herein as “Project”) is composed of Eighty Six **(86) items**, 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 2023 in the amount of **ONE MILLION EIGHT HUNDRED NINETY TWO THOUSAND SEVEN PESOS & 75/100 (P1,892,007.75)**

2.2. The source of funding is--SB No. 3 CY 2022 Continuing Fund

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 limited to those allowed under the rules may participate in this Project.
- 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:
 - a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
 - b. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.
- 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 Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

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 and either at its physical address 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 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.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

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 e.
- 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 Declaration¹ 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 *in no case exceed One Hundred Twenty (120) calendar days from the opening of the bid*. 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.

¹ In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

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 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 One Project having several items that shall be awarded as one contract.
- 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) The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty five percent (25%) of the ABC. b) completed within 5 years prior to the deadline for the submission and receipt of bids.
7.1	Subcontracting is not allowed.
12	The price of the Goods shall be quoted DDP <i>Daet, Camarines Norte</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.
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> <ul style="list-style-type: none"> a. The amount of not less than 2% of the ABC or P 37,840.16, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than 5% of the ABC or P 94,600.39, if bid security is in Surety Bond.
19.3	<p>The lot(s) and item(s) is/are:</p> <p>PR# 23010348– Supply and Delivery of Hardware and Construction Materials (Portland Cement & 85 others) for the Extension of Halfway Home for Abused Women and Children</p>
20.2	<p>The LCB shall submit the following documentary requirements within a nonextendible period of five (5) calendar days from receipt of the notification;</p> <p>(a) Latest Annual Income and Business Tax Return (per Revenue Regulations 3-2005);</p>
21.2	Not Applicable.

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 –</p> <p>The delivery terms applicable to this Contract are delivered to <i>Daet, Camarines Norte</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.</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 <i>End User</i> and the <i>Inspectorate Team</i>.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ul style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods. <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</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. 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</p>

	<p>remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>Name of the Procuring Entity</p> <p>Name of the Supplier</p> <p>Contract Description</p> <p>Final Destination</p> <p>Gross weight</p> <p>Any special lifting instructions</p> <p>Any special handling instructions</p> <p>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 –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p>

	<p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. 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 final destination.</p> <p>Intellectual Property Rights –</p> <p>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	Partial Payment is not allowed.
4	<p>The inspections and tests that will be conducted are:</p> <ol style="list-style-type: none"> 1) Upon delivery, the Goods shall undergo preliminary physical inspection by the Inspection Team of the PROCURING ENTITY to ascertain the physical condition and acceptability of the Goods. 2.) The supplier shall promptly replace the equivalent quantity of Goods taken as samples without cost to the PROCURING ENTITY.

Section VII. Technical Specifications

Technical Specifications

Item	Specification	Statement of Compliance
1	Portland Cement	
2	Sand	
3	Crushed Gravel 3/4"Ø	
4	Common Borrow	
5	Gravel Bed	
6	DSB, 10mmØ x 6.00m	
7	DSB, 12mmØ x 6.00m	
8	DSB, 16mmØ x 6.00m	
9	G.I. Tiewire #16	
10	Hacksaw Blade	
11	Coco Lumber	
12	CW Nails	
13	Marine Plywood 1/4"	
14	CHB, 4" thk	
15	Cementitious Waterproofing	
16	Stainless Pipe 2 inch Ø x 6.00m	
17	Stainless Pipe 1 inch Ø x 6.00m	
18	Welding Rod (Stainless)3/32	
19	4.5mm Hardiflex (Ceiling Board)	
20	Metal Furring	
21	Metal Carrying Chanel	
22	Road Suspension Hanger W/ Adjustment Spring	
23	Wall Angle	
24	Hardiscrew Screw	
25	Pre-formed wire clip	
26	Panel Type Door (with Jamb 2"x5", (2.10mx0.9m)	
27	PVC Door with door jamb (0.7x2.1)	
28	G.I. Pipe Gate	
29	Aluminum Casement Type Window, 1/4" Brown Glass (1.5mx1.8m)	
30	Aluminum Casement Type Window, 1/4" Brown Glass (0.9mx1.2m)	
31	Aluminum Casement Type Window, 1/4" Brown Glass (1.5mx2.4m)	
32	Aluminum Casement Type Window, 1/4" Brown Glass (1.9mx2.0m)	
33	Aluminum Casement Type Window, 1/4" Brown Glass (0.7mx0.70m)	
34	Door Lock Set	
35	Loosepin Hinges, 4x4 Stainless	
36	Water Closet complete accessories	
37	Lavatory with complete accessories	
38	Floor Drain	
39	Kitchen Sink with complete accessories	
40	PVC Pipe, 4" dia.	
41	PVC Pipe, 2" dia.	

42	PVC Elbow, 2"dia.	
43	PVC Tee, 2"dia.	
44	PVC Wye, 4"x4"dia.	
45	PVC Wye, 4"x2"dia.	
46	PVC Wye, 2"x2"dia.	
47	PVC Clean-Out Plug, 4"dia.	
48	PVC Clean-Out Plug, 2"dia.	
49	Faucet	
50	Checked Valve	
51	Gate Valve	
52	PVC Blue Pipe, 1/2"dia.	
53	PVC Blue Coupling, 1/2"dia.	
54	PVC Blue Nipple, 1/2"dia.	
55	PVC Blue Elbow, 1/2"dia.	
56	PVC Blue Tee, 1/2"dia.	
57	Teplon Tape	
58	Vulca Seal	
59	Unglazed Tiles 0.60x0.60m	
60	Floor Tiles (Glazed Tile 0.6mx0.6m)	
61	Tile Adhesive	
62	ABC Grout	
63	10 Branches - Panel Board, Center Main , 2P,1Ø, 240 VAC, 60Hz, 10KAIC Bolt - on type, Flush mounted, NEMA 1enclosure MAIN: 1- 70AT MCB, 2P , BRANCHES: 2 - 15AT MCB, 2P , BRANCHES: 6 - 20AT MCB, 2P , BRANCHES: 1- 30AT MCB, 2P	
64	THHN Stranded Wire, 2.0sq.mm	
65	THHN Stranded Wire, 3.5sq.mm	
66	THHN Stranded Wire, 3.5sq.mm	
67	THHN Stranded Wire, 5.5sq.mm	
68	THHN Stranded Wire, 14.0sq.mm	
69	20mmØ flexible Conduit	
70	20mmØ PVC conduit	
71	32mmØ PVC conduit	
72	Junction box PVC - Octagonal	
73	Utility Box 2" x 4", PVC	
74	1 gang switch with plate and cover	
75	2gang switch with plate and cover	
76	3way switch with plate and cover	
77	Air Conditioned Outlet	
78	Convenience Outlet	
79	Air Conditioned Unit (Panasonic Window Type 1HP)	
80	Isolator, 240V, 30A, NEMA 3R enclosure	
81	18W LED T8 Batten Fixture (Model: T8BF-1x18W, Color: Daylight, Brand: Omni or Approved Equal)	

82	9W A60 LED Bulb (Color: Daylight, Brand Omni or Approved Equal)	
83	Ceiling Light Receptacle	
84	Orbit fan	
85	Electrical tape (big)	
86	Butane Gas	

[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. 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.]

***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); **and**
- (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document, **and**
- (c) Mayor’s or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas; **and**
- (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

(Note: All Legal Documents must be Certified True Copy)

Technical Documents

- (f) 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; **and**
- (g) 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; **and**
- (h) 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; **and**
- (i) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (j) Original duly signed Omnibus Sworn Statement (OSS); **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

- (k) The Supplier’s 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 (*certified true copy*); **and**

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

Class "B" Documents

- (m) 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)

- (n) *[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.
- (o) 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
- (b) Original of duly signed and accomplished Price Schedule(s) ; **and**
- (c) Bid Proposals

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 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: _____

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
[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]

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]

**LIST OF ALL ON-GOING GOVERNMENT & PRIVATE CONTRACTS
INCLUDING CONTRACTS AWARDED BUT NOT YET STARTED**

Business Name : _____

Business Address : _____

Name of Contracts/ Project Cost	a. Owners Name b. Address c. Telephone Nos.	Nature of Work	Bidder's Role		a. Date Awarded b. Date started c. Date of Completion	% of Accomplishment		Value of Outstanding Works/ Undelivered Portion
			Description	%		Planned	Actual	
GOVERNMENT								
PRIVATE								

Note: This statement shall be supported with:

1. Notice of Award and/or Contract
2. Notice to Proceed Issued by the owner
3. Certificate of Accomplishment signed by the owner or authorized representative

Submitted by : _____

Designation : _____

Date : _____

STATEMENT OF SINGLE LARGEST CONTRACT COMPLETED WHICH ARE SIMILAR IN NATURE

Business Name : _____

Business Address : _____

Name of Contracts/	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Bidder's Role		a. Amount Awarded b. Amount of Completion c. Duration	a. Date Awarded b. Contract Effectivity c. Date Completed
			Description	%		
GOVERNMENT						
PRIVATE						

Note: This statement shall be supported with:

1. Contract
2. Certificate of Completion
3. Certificate of Acceptance

Submitted by : _____

Designation : _____

Date : _____

FINANCIAL DOCUMENTS FOR ELIGIBILITY CHECK

- A. Summary of the applicants Supplier's/Distributor's/Manufacturer's assets and liabilities on the basis of the attached income tax return and audited financial statement, stamped "RECEIVED" by the Bureau of Internal Revenue or BIR authorized collecting agent, For The immediately preceding year and A certified copy of Schedule of Fixed Assets particularly the list of construction equipment.

		Year 20__
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:

$$\text{NFCC} = \text{[(current asset - current liabilities)(15)] minus value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started.}$$

$$\text{NFCC} = \text{p } \underline{\hspace{10em}}$$

or

Commitment from a licensed bank to extend to it a credit line if awarded to contract or a cash deposit certificate in the amount of at least 10% of the proposed project to be bid.

Name of Bank: _____

Amount: _____

Herewith attached are certified true copies of the income Tax return and audited financial statement: Stamped "RECEIVED" by the BIR or BIR authorized collecting agent for the immediately preceding year and cash deposit certificate or certificate of Commitment from a licensed bank to extend a credit line

Submitted by:

Date: _____

NOTE:

1.If partnership of joint Venture, each Partner or Member Firm or Joint Venture shall submit the above requirement

Republic of the Philippines
 PROVINCE OF CAMARINES NORTE
 Daet
BIDS AND AWARDS COMMITTEE

PR No. **23020348**

Sir:

Sealed proposals plainly marked "Proposals for P.R. No. **23020348** to the Provincial government is subject to the terms and conditions contained at the back hereof will be received at the Office of the Bids and Awards Committee, Daet, Camarines Norte on or before **March 21, 2023** and will be publicly opened at **2:00pm** by the Members of the Bids and Awards Committee in the presence of the bidders or their authorized representatives.

MERCEDES M. ALFUERTE
 BAC Chairperson

BID PROPOSALS

Item	Quantity	Unit	ARTICLES	UNIT PRICE	AMOUNT
1	830	bags	Portland Cement		
2	52	cu.m.	Sand		
3	57	cu.m.	Crushed Gravel 3/4"Ø		
4	36	cu.m.	Common Borrow		
5	11	cu.m.	Gravel Bed		
6	994	pcs	DSB, 10mmØ x 6.00m		
7	463	pcs	DSB, 12mmØ x 6.00m		
8	439	pcs	DSB, 16mmØ x 6.00m		
9	186	kgs	G.I. Tiewire #16		
10	75	pcs	Hacksaw Blade		
11	5953	bdf	Coco Lumber		
12	59	kgs	CW Nails		
13	111	pcs	Marine Plywood 1/4"		
14	4175	pcs	CHB, 4" thk		
15	3	tin	Cementitious Waterproofing		
16	6	pcs.	Stainless Pipe 2 inch Ø x 6.00m		
17	11	pcs.	Stainless Pipe 1 inch Ø x 6.00m		
18	2	box	Welding Rod (Stainless)3/32		
19	48	pcs.	4.5mm Hardiflex (Ceiling Board)		
20	72	pcs.	Metal Furring		
21	96	pcs.	Metal Carrying Chanel		
22	147	pcs.	Road Suspension Hanger W/ Adjustment Spring		
23	59	pcs.	Wall Angle		
24	1525	pcs.	Hardiscrew Screw		
25	147	pcs.	Pre-formed wire clip		
26	5	Set	Panel Type Door (with Jamb 2"x5", (2.10mx0.9m)		
27	3	Set	PVC Door with door jamb (0.7x2.1)		
28	1	pc	G.I. Pipe Gate		
29	2	Set	Aluminum Casement Type Window, 1/4" Brown Glass (1.5mx1.8m)		
30	2	Set	Aluminum Casement Type Window, 1/4" Brown Glass (0.9mx1.2m)		
Total			<i>amount in words</i>		

I hereby certify that the above mentioned articles are actually available on my stock. The terms and conditions contained at the back hereof are hereby accepted and the prices quoted are hereby offered.

_____ Firm/Supplier/Dealer/Contractor

page 1 of 3

Bids and Awards Committee+A1:T66
 Provincial Government of Camarines Norte
 Provincial Capitol Building
 Daet, Camarines Norte

Republic of the Philippines
 PROVINCE OF CAMARINES NORTE
 Daet
BIDS AND AWARDS COMMITTEE

PR No. **23020348**

Sir:

Sealed proposals plainly marked "Proposals for P.R. No. **23020348** to the Provincial government is subject to the terms and conditions contained at the back hereof will be received at the Office of the Bids and Awards Committee, Daet, Camarines Norte on or before **March 21, 2023** and will be publicly opened at **2:00pm** by the Members of the Bids and Awards Committee in the presence of the bidders or their authorized representatives.

MERCEDES M. ALFUERTE
 BAC Chairperson

BID PROPOSALS

Item	Quantity	Unit	ARTICLES	UNIT PRICE	AMOUNT
31	2	Set	Aluminum Casement Type Window, 1/4" Brown Glass (1.5mx2.4m)		
32	1	Set	Aluminum Casement Type Window, 1/4" Brown Glass (1.9mx2.0m)		
33	3	Set	Aluminum Casement Type Window, 1/4" Brown Glass (0.7mx0.70m)		
34	8	pcs.	Door Lock Set		
35	32	pcs.	Loosepin Hinges, 4x4 Stainless		
36	3	set	Water Closet complete accessories		
37	2	set	Lavatory with complete accessories		
38	9	pcs	Floor Drain		
39	2	pcs	Kitchen Sink with complete accessories		
40	13	pcs	PVC Pipe, 4"dia.		
41	10	pcs	PVC Pipe, 2"dia.		
42	12	pcs	PVC Elbow, 2"dia.		
43	6	pcs	PVC Tee, 2"dia.		
44	5	pcs	PVC Wye, 4"x4"dia.		
45	4	pcs	PVC Wye, 4"x2"dia.		
46	4	pcs	PVC Wye, 2"x2"dia.		
47	3	pcs	PVC Clean-Out Plug, 4"dia.		
48	2	pcs	PVC Clean-Out Plug, 2"dia.		
49	5	pcs	Faucet		
50	2	pcs	Checked Valve		
51	2	pcs	Gate Valve		
52	5	pcs	PVC Blue Pipe, 1/2"dia.		
53	3	pcs	PVC Blue Coupling, 1/2"dia.		
54	1	pcs	PVC Blue Nipple, 1/2"dia.		
55	10	pcs	PVC Blue Elbow, 1/2"dia.		
56	12	pcs	PVC Blue Tee, 1/2"dia.		
57	20	pcs	Teplon Tape		
58	2	liter	Vulca Seal		
59	38	pcs	Unglazed Tiles 0.60x0.60m		
60	250	pcs	Floor Tiles (Glazed Tile 0.6mx0.6m)		
Total			<i>amount in words</i>		

I hereby certify that the above mentioned articles are actually available on my stock. The terms and conditions contained at the back hereof are hereby accepted and the prices quoted are hereby offered.

 Firm/Supplier/Dealer/Contractor

Republic of the Philippines
 PROVINCE OF CAMARINES NORTE
 Daet
BIDS AND AWARDS COMMITTEE

PR No. **23020348**

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MERCEDES M. ALFUERTE
 BAC Chairperson

BID PROPOSALS

Item	Quantity	Unit	ARTICLES	UNIT PRICE	AMOUNT
61	11	bags	Tile Adhesive		
62	10	kgs	ABC Grout		
63	1	assy	10 Branches - Panel Board, Center Main , 2P,1Ø, 240 VAC, 60Hz, 10KAIC Bolt - on type, Flush mounted, NEMA 1enclosure MAIN: 1- 70AT MCB, 2P , BRANCHES: 2 - 15AT MCB, 2P , BRANCHES: 6 - 20AT MCB, 2P , BRANCHES: 1- 30AT MCB, 2P		
64	2	box	THHN Stranded Wire, 2.0sq.mm		
65	2	box	THHN Stranded Wire, 3.5sq.mm		
66	80	l.m	THHN Stranded Wire, 3.5sq.mm		
67	40	l.m	THHN Stranded Wire, 5.5sq.mm		
68	30	l.m	THHN Stranded Wire, 14.0sq.mm		
69	2	roll	20mmØ flexible Conduit		
70	31	length	20mmØ PVC conduit		
71	1	length	32mmØ PVC conduit		
72	17	pcs.	Junction box PVC - Octagonal		
73	35	pcs.	Utility Box 2" x 4", PVC		
74	9	pcs.	1gang switch with plate and cover		
75	2	pcs.	2gang switch with plate and cover		
76	2	pcs.	3way switch with plate and cover		
77	2	pcs.	Air Conditioned Outlet		
78	10	pcs.	Convenience Outlet		
79	2	unit	Air Conditioned Unit (Panasonic Window Type 1HP)		
80	1	pc	Isolator, 240V, 30A, NEMA 3R enclosure		
81	8	pcs.	18W LED T8 Batten Fixture (Model: T8BF-1x18W, Color: Daylight,		
82	12	pcs.	9W A60 LED Bulb (Color: Daylight, Brand Omni or Approved Equal)		
83	12	pcs.	Ceiling Light Receptacle		
84	4	pcs.	Orbit fan		
85	3	roll	Electrical tape (big)		
86	1	qrt	Butane Gas		
Total			<i>amount in words</i>		

I hereby certify that the above mentioned articles are actually available on my stock. The terms and conditions contained at theback hereof are hereby accepted and the prices quoted are hereby offered.

Firm/Supplier/Dealer/Contractor

TERMS AND CONDITIONS

1. The invitation to bid is open to all bidders which are duly licensed suppliers, manufacturers and/or distributors.

1. The bidders shall submit simultaneously three (3) separated sealed envelopes, the first envelope contains the "eligibility and technical requirements", the second envelope contains the "financial documents", on or before the specified date and time of bidding.

2. Proposals submitted after the date and time stipulated of the bids will not be entertained.

3. In case of discrepancies between: a) Bid prices in figures and in words, the latter shall prevail; b) total prices and unit prices, the latter shall prevail; c) Unit cost in the detailed estimates and unit cost in the bill of quantities, the latter shall prevail.

4. Failure to include the required bid securities as to form and amount prescribed shall automatically disqualify. The required bid securities in the form of Bid Securing Declaration, cash or cashier's/ manager's check, bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank shall not be less than 2% of the ABC, surety bond callable upon demand shall not be less than 5% of the ABC to be bid. (Section 27 of IRR-A of RA 9184).

5. Prices once quoted shall be respected. Error or mistakes in quoting is bidder's responsibility.

6. The successful bidder is required to post a performance security bond upon signing the contract. It should be in accordance with Section 39.2 of IRR of RA 9184.

7. The supplier shall be liable to pay a liquidated damage to an amount of one tenth of one percent of the remaining amount for every day of delay until such goods are finally delivered. This is in case the suppliers failed to deliver goods under the contract time within the specified delivery schedule.

8. Claims, protests or complaints shall be filed in the Office of the Head of the Procuring Entity accompanied by the payment of a non-refundable fee stated in Section 55.3 of the IRR of RA 9184, within seven (7) calendar days from the receipt of the party concerned of the resolution of the BAC denying its motion for reconsideration, otherwise, failure to submit within time limit shall not be considered.

9. The Bids and Awards Committee reserves the right to accept or reject any bid, to annul the bidding process and to reject any or all bids at any time prior to contract award, without thereby incurring any liability to the affected bidders.

(signed)
MERCEDES M. ALFUERTE
BAC Chairperson

Price Schedule for Goods Offered from Abroad

[shall be submitted with the Bid if bidder is offering goods from Abroad]

For Goods Offered from Abroad

Name of Bidder _____ Project ID No. _____ Page ___ of ___

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)

Name: _____

Legal Capacity: _____

Signature: _____

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

Price Schedule for Goods Offered from Within the Philippines

[shall be submitted with the Bid if bidder is offering goods from within the Philippines]

For Goods Offered from Within the Philippines

Name of Bidder _____ Project ID No. _____ Page ___ of ___

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)

Name: _____

Legal Capacity: _____

Signature: _____

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

