

MUNICIPALITY OF SANTA FE, ROMBLON

PHILIPPINE BIDDING DOCUMENTS

for the

EQUIPMENT RENTAL FOR THE CONSTRUCTION OF MULTIPURPOSE BUILDING CUM ISOLATION FACILITY - DHASE I

Date of Public Bidding: November 25, 2021, 1:30 P.M.

Sixth Edition July 2020

Table of Contents

Gloss	ary of Acronyms, Terms, and Abbreviations	4
Sectio	on I. Invitation to Bid	7
	on II. Instructions to Bidders	
1.	Scope of Bid	
2.	Funding Information	12
3.	Bidding Requirements	
4.	Corrupt, Fraudulent, Collusive, and Coercive Practices	13
5.	Eligible Bidders	
6.	Origin of Goods	14
7.	Subcontracts	14
8.	Pre-Bid Conference	15
9.	Clarification and Amendment of Bidding Documents	15
10.	Documents comprising the Bid: Eligibility and Technical Components	15
11.	Documents comprising the Bid: Financial Component	16
12.	Bid Prices	16
13.	Bid and Payment Currencies	17
14.	Bid Security	
15.	Sealing and Marking of Bids	
16.	Deadline for Submission of Bids	
17.	Opening and Preliminary Examination of Bids	
18.	Domestic Preference	
19.	Detailed Evaluation and Comparison of Bids	
20.	Post-Qualification	
21.	Signing of the Contract	
Sectio	n III. Bid Data Sheet	22
Sectio	on IV. General Conditions of Contract	24
1.	Scope of Contract	25
2.	Advance Payment and Terms of Payment	25
3.	Performance Security	25
4.	Inspection and Tests	26
5.	Warranty	26
6.	Liability of the Supplier	26
Sectio	on V. Special Conditions of Contract	27
	on VI. Schedule of Requirements	
	on VII. Technical Specifications	
	on VIII. Checklist of Technical and Financial Documents	

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 Romblon MUNICIPALITY OF SANTA FE

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THE BIDS AND AWARDS COMMITTEE

INVITATION TO BID FOR THE EQUIPMENT RENTAL FOR THE CONSTRUCTION OF MULTI-PURPOSE BUILDING CUM ISOLATION FACILITY – PHASE I

- The Municipal Government of Santa Fe, Romblon, through the 20% Development Fund 2021¹ intends to apply the sum of Two Hundred Eighteen Thousand Six Hundred Pesos (Php218, 600.00) being the Approved Budget for the Contract (ABC) to payments under the contract for "Equipment Rental for the Construction of Multi-Purpose Cum Isolation Facility - Phase I" (ITB No. 2021-082)". Bids received in excess of the ABC shall be automatically rejected at bid opening.
- 2. The Municipal Government of Santa Fe, Romblon now invites bids for the above Procurement Project. Delivery of Goods is required thirty (30) working days after the receipt of the Notice to Proceed of the Winning Bidder. Bidders should have completed, within the last 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).
- 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) 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 5183.
- 4. Prospective Bidders may obtain further information from *Municipal Government of Santa Fe* and inspect the Bidding Documents at the address given below during 8:00 am to 5:00 pm.
- 5. A complete set of Bidding Documents may be acquired by interested Bidders on **November 5**, **2021 to November 25**, **2021** from the given address and website below and upon payment of applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Five Hundred Pesos (P500.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees to be presented in person.

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity, provided that

In the case of National Government Agencies, the General Appropriations Act and/or continuing appropriations; in the case of GOCCs, GFIs, and SUCs, the Corporate Budget for the contract approved by the governing Boards; in the case of (LGUs, the Budget for the contract approved by the respective Sanggunian. (Section 5(a), R.A. 9184)

Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

- Bids must be duly received by the BAC Secretariat through either (i) manual submission at the
 office address indicated below, (ii) online or electronic submission as indicated below, or (iii) both
 on or before <u>November 25, 2021 at 1:30 P.M.</u> Late bids shall not be accepted.
- 7. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 14.
- 8. Bid opening shall be on **November 25, 2021 at 1:30 P.M.** at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
- 9. The Municipal Government of Santa Fe, Romblon 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 Section 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
- 10. For further information, please refer to:

ENGR. DERRICK E. MAYOR

MPDC/LGU-BAC Chairperson Municipality of Santa Fe Province of Romblon

Telephone No. 0956-208-9064

Email Address: stafempdc@gmail.com

11. You may visit the website listed below:

For downloading of Bidding Documents: http://www.staferomblon.gov.ph

8

DERRICK E. MAYOR LGU-BAC Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *Municipal Government of Santa Fe, Rombion* wishes to receive Bids for the *Equipment Rental for the Construction of Multi-Purpose Building Cum Isolation Facility – Phase I*, with identification number *ITB No. 2021-082*

The Procurement Project (referred to herein as "Project") is composed of single lot, 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 20% Development Fund 2021 in the amount of Two Hundred Eighteen Thousand Six Hundred Pesos (P 218, 600.00).
- 2.2. The source of funding is:

LGU Annual Budget 2021, as approved by the Sanggunian.

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.

Eligible Bidders

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.
- 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

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 {[insert if applicable] and/or 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** Clause5.3 should have been completed within the last *five 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:
 - For Goods offered from within the Procuring Entity's country:
 - The price of the Goods quoted EXW (ex-works, ex-factory, exwarehouse, ex-showroom, or off-the-shelf, as applicable);
 - 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 the BDS.
 - 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 the BDS.

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 Declaration² 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 within 120 Calendar Days from the Bid Opening. 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.

In addition, each bidder shall submit two (2) 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.

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.

² 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.

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 Entity's 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. Interested 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 14 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 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

20.2. 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	For this purpose, contracts similar to the Project shall be:
	Sale and delivery of similar items stated in the Technical Specifications' section of this Bidding Documents.
	 completed within five (5) years prior to the deadline for the submission and receip of bids.
	c. Prospective bidder need to submit one SLCC per lot
	Note: Use the prescribed forms for the Statement of SLCC and Statement of Al Ongoing and Private Contracts provided in this Bidding Documents. Using othe forms not prescribed in this bidding documents is ground for disqualification obids.
7.1	Subcontracting is not allowed.
12	The price of the Goods shall be quoted DDP Municipal Government of Santa Fe Poblacion, Santa Fe, Romblon inclusive of applicable taxes and freight charges or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:
	a. The amount of not less than Four Thousand Three Hundred Seventy Two Pesos (P4, 372.00), if bid security is in cash, cashier's/manager's check, ban draft/guarantee or irrevocable letter of credit; or
	b. The amount of not less than <i>Ten Thousand Nine Hundred Thirty Pesos (P 10 930.00)</i> , if bid security is in Surety Bond.
19.3	The ABC for the project is Two Hundred Eighteen Thousand Six Hundred Pesos (P 218 600.00)
20.2	Latest income tax and business tax return fled and paid through the BIR Electronic an Payment System. Likewise, updated Tax Clearance and PhilGEPS Registration ar required if those documents already expires during the conduct of post-qualification but not during the submission and opening of bids.
21.2	None

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

- 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 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 VII (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

- 5.1 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.
- 5.2 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	Opecial Conditions of Contract
1	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:
	The delivery terms applicable to this Contract are delivered on project site at Magsaysay, Santa Fe, Romblon. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination."
	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).
	Upon delivery of the Goods to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents to the Procuring Entity:
	(i) Original and three (3) copies of the Supplier's Invoice showing Goods', description, quantity, unit price and total amount;
	(ii) Original and three (3) copies of delivery receipt
	For purpose of this Clause the Procuring Entity's Representative at the Project Site are Engr. Raymond M. Mayor and Mr. Val S. Victoriano.
200	Incidental Services -
	The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:
	 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.
	f. [Specify additional incidental service requirements, as needed.]

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.

Spare Parts -

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
- 2. in the event of termination of production of the spare parts:
 - advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
 - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

The spare parts and other components required are listed in **Section VI (Schedule of Requirements)** and the costs thereof are included in the contract price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of [indicate here the time period specified. If not used indicate a time period of three times the warranty period].

Spare parts or components shall be supplied as promptly as possible, but in any case, within [insert appropriate time period] months of placing the order.

Packaging -

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 remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.

The outer packaging must be clearly marked on at least four (4) sides as follows:

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

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.

Transportation -

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.

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.

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.

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.

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.

2.2	Partial payment is not allowed.
4	The inspections and tests that will be conducted are actual inspection and testing of the goods delivered.

Section VI. Schedule of Requirements

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	Backhoe with operator and fuel (1 unit)	5 days	5 days	Within 30 working days upon supplier's receipt
2	Grader with operator and fuel (1 unit)	5 days	5 days	
3	Concrete mixer (single bagger) with operator and fuel (1 unit)	22 days	of No	of Notice to Proceed
4	Bar Cutter (cut off) (1 unit)	16 days	16 days	

I hereby certify to comply and delive	er all the above requirements.	
Name of Company/Bidder	Signature over printed name	Date

Section VII. Technical Specifications

Technical Specifications

Bidders must state here either "Comply or "Not Comply" against each of the individual parameters of each Specifications stating the corresponding performance parameter of the equipment offered.

ltem	Specification	Statement of Compliance	
1	Backhoe with operator and fuel (1 unit)		
2	Grader with operator and fuel (1 unit)		
3	Concrete mixer (single bagger) with operator and fuel (1 unit)		
4	Bar Cutter (cut off) (1 unit)		

I hereby certify to comply and deliv	er all the above requirements.	
Name of Company/Bidder	Signature over printed name	Date

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Leg	al Doc	uments
	(a)	Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
	(b)	or 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,
	(c)	and 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;
	(d)	and Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).
Tec	chnical	Documents
	(e)	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
	(f)	not similar in nature and complexity to the contract to be bid; and 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
	(g)	provided in the Bidding Documents; <u>and</u> 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
	(h)	Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; and
	(i)	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.
Fina	ancial l	Documents
	(j)	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; and
	(k)	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
		(1)	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.
11.	CINIZ	MOIA	L COMPONENT ENVELOPE
11.	LIMA		
		(m)	Original of duly signed and accomplished Financial Bid Form; and
		(n)	Original of duly signed and accomplished Price Schedule(s).
	Oth	er doc	umentary requirements under RA No. 9184 (as applicable)
		(o)	[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.
		/n\	
	Ц	(p)	Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

Bid Form for the Procurement of Goods

[shall be submitted with the Bid]

	BID FORM	[
	Project Identification No.:	Date : ITB No. 202	1-082
То:	The BAC Chairperson Municipal Government of Santa Fe Poblacion, Santa Fe, Romblon		
ackno purpo	Having examined the Philippine Bidding lemental or Bid Bulletin Numbers owledged, we, the undersigned, offer to equipment of the bullding cum isolation facility – phase I	, the receipt of vent rental for the c	which is hereby duly construction of multi-
	ments.		
ltem	ltem/Description	Unit Price	Total Amount
tem		Unit Price	
ltem	Item/Description		Total Amount
Item	Item/Description Backhoe with operator and fuel (1 unit) Grader with operator and fuel (1 unit) Concrete mixer (single bagger) with operator and fuel (1 unit)		
Item 1 2	Item/Description Backhoe with operator and fuel (1 unit) Grader with operator and fuel (1 unit) Concrete mixer (single bagger) with operator and		

- 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 Amount and Purpose of of agent Currency 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.
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 for Goods Offered from Within the Philippines

Ishall be submitted with the Bid if bidder is offering goods from within the Philippines!

For Goods Offered from Within the Philippines

				_		
	6	Total Price, per unit (col 5+6+7+8)				
	80	Cost of Incidental Services, if applicable, per item				
	7	Sales and other taxes payable if Contract is awarded, per item				
Project ID No. ITB No. 2021-082 Page of	9	Transportation and all other costs incidental to delivery, per item				
Vo. 2021-08	5	Unit Price EXW per Item				
O No. ITB /	4	Quantity	5 days	5 days	22 days	16 days
Project II	3	Country of Origin				
Name of Bidder	2	Description	Backhoe with operator and fuel (1 unit)	Grader with operator and fuel (1 unit)	Concrete mixer (single bagger) with operator and fuel (1 unit)	4 Bar Cutter (cut off) (1 unit)
Nam	-	Item	-	2	က	4

Total Price delivered Final Destination

10

(col 9) x (col 4)

Vame:	otal Amount in Words:	
egal Capacity:	lame:	
Signature:	egal Capacity:	
	ignature:	

Total Amount in Figures: P

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

	PUBLIC OF THE PHILIPPINES) Y OF
	BID SECURING DECLARATION Project Identification No.: ITB No. 2021-082
To:	
I/We	e, the undersigned, declare that:
	/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.
F 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	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 egal action the government may undertake.
	/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
ł	 Upon expiration of the bid validity period, or any extension thereof pursuant to your request; 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 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 at
æ	
	Affiant

SUBSCRIBED AND SWO	ORN to	before	me th	nis	, day	0
2021. Affiant	is personall	v knowi	n to me	and was	identified by	m
through competent evidence of identi (A.M. No. 02-8-13-SC). Affiant exhib	ity as defin	ed in th			Notarial Pra	
his/her Community Tax Certificate No			issued o	n		202
at	_, Philippin		155404 0		*	202
			a 1.00.00.00	(Notary P	ublic)	
Doc. No						
Page No.						
Book No.						
Series of 2021.						

FINANCIAL DOCUMENTS FOR ELIGIBILITY CHECK

			Year
	1	Total Assets	A. 19 (1984)
	2	Current Assets	
	3	Total Liabilities	
	4	Current Liabilities	
	5	Net Worth (1-3)	
	6	Net Worth Capital (2-4)	
NFCC =	t Financia = [(Curre ngoing co	nt Assets minus Current Liabilities) (1 ontracts, including awarded contracts ye	5)] minus value of all outstanding
NFCC =	t Financia = [(Curre ngoing co	al Contracting Capacity (NFCC) based on the Assets minus Current Liabilities) (1	5)] minus value of all outstanding
NFCC =	t Financia [(Curre ngoing co	al Contracting Capacity (NFCC) based on the Assets minus Current Liabilities) (1	5)] minus value of all outstanding
NFCC = NFCC rerewith at	t Financia = [(Curre ngoing compoing compoing compoing compoing compoint tached are not be attached	nt Assets minus Current Liabilities) (1 ontracts, including awarded contracts ye	5)] minus value of all outstanding to be started.
NFCC = NFCC r NFCC r erewith at amped "R	t Financia = [(Currengoing compoing compoint co	nt Assets minus Current Liabilities) (1 ontracts, including awarded contracts ye least equal to the ABC	5)] minus value of all outstanding to be started.

NOTE:

1. If Partnership or Joint Venture, each Partner or Member Firm of Joint Venture shall submit the above requirements.

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

	EPUBLIC OF THE PHILIPPINES) TY/MUNICIPALITY OF) S.S.
	AFFIDAVIT
***************************************	, of legal age, married/single, Filipino, and residing at after having been duly sworn in accordance with law, hereby depose and state that:
	I am the sole proprietor or authorized representative of;
2.	As the owner and sole proprietor, or authorized representative of, 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
	Municipal Government of Santa Fe, Romblon, as shown in the attached duly notarized Special Power of Attorney;
3.	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.	is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
6.	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;
7.	complies with existing labor laws and standards; and
8.	is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:

b.	Acknowledging all conditions, local or otherwise,	affecting the implementation of
c.	the Contract; Making an estimate of the facilities available and nee any; and	eded for the contract to be bid, it
d.	Inquiring or securing Supplemental/Bid E	Bulletin(s) issued for the
9		pay directly or indirectly, any
per	nmission, amount, fee, or any form of consideration, son or official, personnel or representative of the sourcement project or activity.	
obl cri uni pay del of t	case advance payment was made or given, failure to igations and undertakings in the contract shall be sminal liability for Swindling (Estafa) or the faithfulness or abuse of confidence through misapyment received by a person or entity under an object certain goods or services, to the prejudice of the Philippines pursuant to Article 315 of Act No. 38 vised Penal Code.	sufficient grounds to constitute commission of fraud with propriating or converting any bligation involving the duty to the public and the government
	TNESS WHEREOF, I have hereunto set my hand t, Philippines.	this day of
		Affiant
	CRIBED AND SWORN to before me2021. Affiant exhibited to me his/he	this, day of
with h	is/her Community Tax Certificate No, Philippines.	issued on
	1.000	(Notary Public)
Page N Book N	No No of 2021.	

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: ITB No. 2021-082 To:
I/We, the undersigned, declare that:
 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: Procuring Entity has no claims filed against the contract awardee; It has no claims for labor and materials filed against the contractor; and 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 at
Affiant

SUBSCRIBED	AND	SWORN	to	before	me	this	, day	0
	20	21. Affiant	exhib	ited to me	e his/he	er		
with his/her Cor	nmunity	Tax Certific	ate No).		issued on		
2021 at	***			_, Philipp	ines.			
						(Notary Pub	olic)	
Doc. No.								
Page No.								
Book No.								
Series of 2021 .								

Statement of all 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

Business Name: Business Address:

Name of Contract	Date of the Contract	Contract	Owner's Name and Address	Kind of Goods	Amount of Contract	Value of Outstanding Contracts	Date of Delivery	
GOVERNMENT:								1
								1
								T
								1
								_
PRIVATE:								T
								Г
								•

Submitted by:
Printed Name & Signature
Designation:
Date:

i. State all ongoing contracts including those awarded but not yet started (government and private contracts which may be similar or not similar to the project being bidded)

ii. If there is no ongoing contract including those awarded but not yet started as of the aforementioned period, state none or equivalent term.

iii. The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial contracting Capacity (NFCC). iv. Attach Notice of Award/Notice to Proceed/Purchase Order (if applicable)

Statement of Single Largest Completed Contract which is Similar in Nature

(indicate only one)

Business Address: Business Name:

End User's Acceptance or Official Receipt(s) Issued for the Contract				
Date of Delivery				
Amount of Completed Contract				
Kind of Goods				
Owner's Name and Address				
Contract Duration				
Date of the Contract				
Name and Location of Project				

Note: This statement shall be supported with:

1. Contract (Purchase Order)

2. Notice of Award and/or Notice to Proceed 3. End user's acceptance or O.R. issued for the contract

	(Printed Name & Signature)		
submitted by:		Designation:	Date:

Republic of the Philippines

Government Procurement Policy Board