

MUNICIPALITY OF SANTA FE, ROMBLON

PHILIPPINE BIDDING DOCUMENTS

for the

EARLY PROCUREMENT ACTIVITY (EPA) FOR THE SUPPLY AND DELIVERY OF MATERIALS FOR THE REHABILITATION OF TABUGON ACCESS ROAD (PUROK LIWAYWAY)

Date of Public Bidding: December 23, 2024, 1:30 P.M.

Sixth Edition July 2020

Table of Contents

Glossary of Acronyms, Terms, and Abbreviations	3
Section I. Invitation to Bid	
Section II. Instructions to Bidders	9
1. Scope of Bid	10
2. Funding Information	10
3. Bidding Requirements	10
4. Corrupt, Fraudulent, Collusive, and Coercive Practices	10
5. Eligible Bidders	10
6. Origin of Goods	11
7. Subcontracts	11
8. Pre-Bid Conference	12
9. Clarification and Amendment of Bidding Documents	
Documents comprising the Bid: Eligibility and Technical Compon	ents 12
11. Documents comprising the Bid: Financial Component	
12. Bid Prices	
13. Bid and Payment Currencies	
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	
Section III. Bid Data Sheet	16
Section IV. General Conditions of Contract	19
1. Scope of Contract	20
2. Advance Payment and Terms of Payment	20
3. Performance Security	20
4. Inspection and Tests	20
5. Warranty	21
6. Liability of the Supplier	21
Section V. Special Conditions of Contract	22
Section VI. Schedule of Requirements	27
Section VII. TechnicalError! Bookmark	Specifications
Section VIII. Checklist of Technical and Financial Documents	31

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 -000-

THE BIDS AND AWARDS COMMITTEE

INVITATION TO BID FOR THE EARLY PROCUREMENT ACTIVITY (EPA) FOR THE SUPPLY AND DELIVERY OF MATERIALS FOR THE REHABILITATION OF TABUGON LOCAL ACCESS ROAD (PUROK LIWAYWAY)

- 1. The Municipal Government of Santa Fe, Romblon, through the 20% Development Fund 2025¹ intends to apply the sum of Four Hundred Eighty-Two Thousand Six Hundred Eighty Pesos (Php482,680.00) being the Approved Budget for the Contract (ABC) to payments under the contract for "Early Procurement Activity (EPA) for the Supply and Delivery of Materials for the Rehabilitation of Tabugon Local Access Road (Purok Liwayway)" (ITB No. 2024-0087)". Bids received in excess of the ABC shall be automatically rejected at bid opening.
- 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).
- 3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 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 **December 3**, **2024 to December 23**, **2024** 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.

-

¹ 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)

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

- 6. The *Municipal Government of Santa Fe, Romblon* will hold a *Pre-Bid Conference* on **December 10, 2024 at 1:30 P.M.** at the Municipal Hall-Poblacion, Santa Fe, Romblon, which shall be open to prospective bidders.
- 7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before <u>December 23, 2024, at 1:30 P.M.</u> 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 <u>December 23, 2024, at 1:30 P.M.</u> at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
- 10. 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.
- 11. For further information, please refer to:

ENGR. REYNALD T. SOLANOY

Municipal Assessor/LGU-BAC Chairperson Municipality of Santa Fe Province of Romblon Telephone No. **0917-154-2647**

Email Address: stafebac2023@gmail.com

12. You may visit the website listed below:

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

REYNALD T. SOLANOY

LGU-BAC Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, Municipal Government of Santa Fe, Romblon wishes to receive Bids for the Early Procurement Activity (EPA) for the Supply and Delivery of Materials for the Rehabilitation of Tabugon Local Access Road (Purok Liwayway), with identification number ITB No. 2024-0087

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 2025 in the amount of Four Hundred Eighty Two Thousand Six Hundred Eighty (Php482,680.00).
- 2.2. The source of funding is:

LGUs, the Annual or Supplemental Budget, 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.

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 Expandable 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.
 - c. For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding: the Bidder should comply with the following requirements: [Select either failure or monopoly of bidding based on market research conducted]
 - i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least *fifty percent* (50%) in the case of non-expandable supplies and services or twenty-five percent (25%) in the case of expandable supplies of the ABC for this Project; and
 - ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.
- 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:

b. subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on December 10, 2024 at 1:30 P.M. and either at its physical address, at Municipal Hall – Poblacion, Santa Fe, Romblon 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 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:
 - a. For Goods offered from within the Procuring Entity's country:

- i. The price of the Goods quoted EXW (ex-works, ex-factory, exwarehouse, 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 the **BDS**.

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 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. Dia Securit

- 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.

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.

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.

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:
	a. Sale and delivery of construction materials.
	b. completed within five (5) years prior to the deadline for the submission and receipt of bids.
	c. Prospective bidder need to submit one SLCC per lot
	Note: Use the prescribed forms for the Statement of SLCC provided in this Bidding Documents. Using other forms not prescribed in this bidding documents is ground for disqualification of bids.
7.1	Subcontracting is not allowed.
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)
	Please follow the additional provisions:
	 For bid Security, if the bidder opted to submit Bid Securing Declaration, use the prescribed form provided in this Bidding Document For NFCC, Statement of SLCC and Statement of All Ongoing and Private Contracts, the prospective bidder should use the prescribed form provided in this Bidding Document NFCC computation should be pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184
	Using other forms not prescribed in this Bidding Document is a ground for disqualification of bids.
12	The price of the Goods shall be quoted DDP <i>Municipal Government of Santa Fe – Poblacion, Santa Fe, Romblon</i> 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 Nine Thousand Six Hundred Fifty Three Pesos & 60/100 (P9,653.60), 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 <i>Twenty Four Thousand One Hundred Thirty Four Pesos (P24,134.00)</i> , if bid security is in Surety Bond.

19.3	The ABC for the project is Four Hundred Eighty-Two Thousand Six Hundred Eighty Pesos (P482,680.00)
20.2	BIR Certificate of Registration and Latest income tax and business tax return fled and paid through the BIR Electronic and Payment System.
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

- 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 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

- 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.
- 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

000	
GCC Clause	
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 <i>on project site at Tabugon</i> , <i>Santa Fe, Romblon</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."
	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. Erwin B. Gusi.
	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:
	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.
	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:
 - i. 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	Portland cement Type I	789 bags	789 bags	
2	Sand (Washed/River sand)	76 cu.m.	76 cu.m.	Within 30 working days
3	Gravel 1" (screened)	76 cu.m.	76 cu.m.	after supplier's receipt of Notice to Proceed
4	30pcs-2x8x12 Coco lumber	480 bd.ft.	480 bd.ft.	
5	10mmø x 6 RSB	12 pcs	12 pcs	
6	C.W. Nails 3"	5 kgs	5 kgs	Within 30 working days
7	Hard Asphalt	16 kilo	16 kilo	after supplier's receipt of Notice to Proceed
8	Billboard 8' x 8' w/ frame	1 pc	1 pc	

I hereby certify to comply and deliver 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.

Item	Specification	Statement of Compliance
1	Portland cement Type I	
2	Sand (Washed/River sand)	
3	Gravel 1" (screened)	
4	30pcs-2x8x12 Coco lumber	
5	10mmø x 6 RSB	
6	C.W. Nails 3"	
7	Hard Asphalt	
8	Billboard 8' x 8' w/ frame	

l hereby certify to comply and deliver al	I 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 Legal Documents (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR; **Technical Documents** 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 Statement of the bidder's Single Largest Completed Contract (SLCC) (f) 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 Original copy of Bid Security. If in the form of a Surety Bond, submit also a (g)certification issued by the Insurance Commission or Original copy of Notarized Bid Securing Declaration; and Conformity with the Technical Specifications, which may include (h) production/delivery schedule, manpower requirements, and/or aftersales/parts, if applicable; and Original duly signed Omnibus Sworn Statement (OSS) and if applicable, (i) 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 The prospective bidder's computation of Net Financial Contracting (j) Capacity (NFCC) or A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation. Class "B" Documents If applicable, a duly signed joint venture agreement (JVA) in case the joint (k) 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. II. FINANCIAL COMPONENT ENVELOPE Original of duly signed and accomplished Financial Bid Form; and (1)Original of duly signed and accomplished Price Schedule(s). (m) Other documentary requirements under RA No. 9184 (as applicable)

[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.

Bid Form for the Procurement of Goods

[shall be submitted with the Bid]

		BID FORM	Λ
			Date:Project Identification No.: ITB No. 2024-0087
I	Munic	AC Chairperson ipal Government of Santa Fection, Santa Fe, Romblon	
Supplen acknow: Supply (Purok)	nental ledged and L Liway	or Bid Bulletin Numbers I, we, the undersigned, offer to Earn Delivery of Materials for the Rehabit	g Documents (PBDs) including the , the receipt of which is hereby duly ly Procurement Activity (EPA) for the litation of Tabugon Local Access Road BDs for the sum of [total Bid amount in
other bi part of t (i) value	d mod this Bi e adde	diffications in accordance with the Price id. The total bid price includes the cost	corrected for computational errors, and e Schedules attached herewith and made t of all taxes, such as, but not limited to: al taxes, and (iv) other fiscal levies and edules,
]	If our I	Bid is accepted, we undertake:	
	a.	to deliver the goods in accordance wi Schedule of Requirements of the Phili	ith the delivery schedule specified in the appine Bidding Documents (PBDs);
	b.	to provide a performance security in prescribed in the PBDs;	the form, amounts, and within the times
	c.	to abide by the Bid Validity Period spinding upon us at any time before the	pecified in the PBDs and it shall remain e expiration of that period.
(Comm	t this paragraph if Foreign-Assisted Pronissions or gratuities, if any, paid or to entract execution if we are awarded the	be paid by us to agents relating to this
Dia, and		lress Amount and Purpose of	

(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.

	submit the bid on behalf of [name of bidder] as evidenced by the attached [state written
authority]	
We acknowledge that failure to sign e attached Schedule of Prices, shall be a ground	ach and every page of this Bid Form, including the and for the rejection of our bid.
Name:	
Legal capacity:	
Signature:	
Duly authorized to sign the Bid for and beh	nalf of:
Date:	

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. <u>ITB No. 2024-0087</u> Pageof

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)
1	Portland cement Type I		789 bags					,	, , ,
2	Sand (Washed/River sand)		76 cu.m.						
3	Gravel 1" (screened)		76 cu.m.						
4	30pcs-2x8x12 Coco lumber		480 bd.ft.						
5	10mmø x 6 RSB		12 pcs						
6	C.W. Nails 3"		5 kgs						
7	Hard Asphalt		16 kilo						
8	Billboard 8' x 8' w/ frame		1 pc						

Total Amount in Figures: P	
Total Amount in Words:	
Name:	-
Legal Capacity:	_
Signature:	
Duly authorized to sign the Bid for and behalf of:	_

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

CI'.	PUBLIC OF THE PHILIPPINES) TY OF
То	Project Identification No.: ITB No. 2024-0087
	/e, 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
•	

Affiant

SUBSCRIBED AND SWORN to be 2024. Affiant is personally be 1.5 and 1.5	known to me and was ide	entified by me
through competent evidence of identity as defined		
(A.M. No. 02-8-13-SC). Affiant exhibited to me his his/her Community Tax Certificate No.		
at, Philippines.		, 2024
	(Notary Pub	lic)
Doc. No		
Page No		
Book No		
Series of 2024.		

FINANCIAL DOCUMENTS FOR ELIGIBILITY CHECK

A.	basis of the the Bureau of	attach of Inte	Applicant Supplier's/Distributor's/Manufactured income tax return and audited financial statemal Revenue or BIR authorized collecting agried copy of Schedule of Fixed Assets page 1	tement, stamped "RECEIVED" by gent, for the immediately preceding			
				Year			
		1	Total Assets				
		2	Current Assets				
		3	Total Liabilities				
		4	Current Liabilities				
		5	Net Worth (1-3)				
		6	Net Worth Capital (2-4)				
В.	NFCC = [(Cunder ongoi	Curren	I Contracting Capacity (NFCC) based on the ant Assets minus Current Liabilities) (15)] minutracts, including awarded contracts yet to be	nus value of all outstanding works			
	NFCC = P						
	NFCC must	be at	least equal to the ABC				
	mped "RECE		e certified true copies of the income tax return O" by the BIR or BIR authorized collecting as				

Submitted by:

Name of Supplier / Distributor / Manufacturer Signature of Authorized Representative

Date: _____

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]

REPUBLIC OF THE PHILIPPINES) CITY/MUNICIPALITY OF ______) S.S. **AFFIDAVIT** I, ______, of legal age, married/single, Filipino, and residing at , after having been duly sworn in accordance with law, do hereby depose and state that: 1. I am the sole proprietor or authorized representative of _____ with office address at _____; 2. As the owner and sole proprietor, or authorized representative ______, I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign contract ensuing execute the and Municipal Government of Santa Fe, Romblon, as shown in the attached duly notarized Special Power of Attorney; ____ 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; _____ 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 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
u.	
9	did not give or pay directly or indirectly, any
	mmission, amount, fee, or any form of consideration, pecuniary or otherwise, to any
-	rson or official, personnel or representative of the government in relation to any
pro	ocurement project or activity.
	case advance payment was made or given, failure to perform or deliver any of the
	digations and undertakings in the contract shall be sufficient grounds to constitute
	iminal liability for Swindling (Estafa) or the commission of fraud with
	nfaithfulness or abuse of confidence through misappropriating or converting any
	yment received by a person or entity under an obligation involving the duty to
	liver certain goods or services, to the prejudice of the public and the government
<u>of</u>	the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the
Re	evised Penal Code.
IN W	ITNESS WHEREOF, I have hereunto set my hand this day of
	at, Philippines.
	<u></u>
	Affiant
SUBS	CRIBED AND SWORN to before me this, day of
БСВЗ	
with l	
	his/her Community Tax Certificate No issued on
2024 8	at, Philippines.
	(Notary Public)
Doc. N	No
	No
	No
	of 2024.

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

Name of Contract	Date of the Contract	Contract Duration	Owner's Name and Address	Kind of Goods	Amount of Contract	Value of Outstanding Contracts	Date of Delivery
OVERNMENT:							
RIVATE:							

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

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

Note: This statement shall be supported with:

1. Contract (Purchase Order)

Business Name:

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

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

