



*Republic of the Philippines*  
**PROVINCE OF PAMPANGA**  
*City of San Fernando, Pampanga*

# PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

# PROCUREMENT OF GOODS

Government of the Republic of the Philippines

**PR No. 25 - 0382**

**1 LOT CUSTOM MADE  
MOBILE CLINIC BARGE**

*Third Edition*  
July 2020

## Preface

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

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

## Glossary of Acronyms, Terms, and Abbreviations

Whenever the following terms or acronyms are used in these bidding documents, they shall have the following respective meanings:

**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 Tendar* (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])

**BDS** – Bid Data Sheet.

**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. 27-2015)

**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[f])

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

**Infrastructure Project** – 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 work or work*. (2016 revised IRR, Section 5[u])

**IB** – Invitation to Bid

**ITB** – Instructions to Bidder

**LGU**s – 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.

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# SECTION I. INVITATION TO BID

Republic of the Philippines  
PROVINCE OF PAMPANGA  
City of San Fernando  
INVITATION TO BID NO. **2025-15**  
**IG-BAC**

**INVITATION TO BID FOR PURCHASE REQUEST NO. 25-0382 and 23-5096**  
The Provincial Government of Pampanga ("Province") intends to apply the following sums from the following funds, as follows:

SOURCE OF FUNDING/YEAR	APPROVED BUDGET FOR THE CONTRACT (ABC)	PURCHASE REQUEST NUMBER	DESCRIPTION
General Fund	28,000,000.00	#25-0382	1 kit Custom Made Mobile Clinic Barge
General Fund	1,500,000.00	#23-5096	Supply and delivery of 1 set Global Navigation Satellite System: Real-Time Kinetic (GNSS-RTK) Land Surveying Equipment

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

1. The **Province** invites bids for the above Procurement Project. Delivery of Goods shall be in accordance with the delivery schedule under Section VI. **Schedule of Requirements**. Bidders should have completed, within two 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. Instruction to Bidders.
2. Bidding will be conducted through open competitive bidding procedures using non-discretionary "pass/fail" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is open to all interested bidders, whether local or foreign, subject to the conditions for eligibility provided in the 2016 revised IRR of RA No. 9184.

3. Interested bidders may obtain further information from the **Province** and inspect the Bidding Documents at the **Bids and Awards Committee (BAC) Secretariat Office, Ground Floor, Provincial Capitol, City of San Fernando, Pampanga between 8:00 A.M. to 5:00 P.M.**
4. A complete set of Bidding Documents may be purchased by interested Bidders from **January 28, 2025 (Tuesday) between 8:00 A.M. to 5:00 P.M. up to February 18, 2025 (Tuesday) until 8:30 A.M. only** from the given address above and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the following amounts:

PURCHASE REQUEST NUMBER	ABC	AMOUNT
#25-0382	28,000,000.00	25,000.00
#23-5096	1,500,000.00	5,000.00

The procuring entity shall allow the bidder to present its proof of payment of the fees in person.

5. The **Province** will hold a Pre-Bid Conference on **February 6, 2025 (Thursday), 10:00 A.M.** at the **Executive House, Second Floor, Provincial Capitol, City of San Fernando, Pampanga**, which shall be open to prospective bidders.
6. Bids must be duly received by the **Bids and Awards Committee (BAC) Secretariat Office** thru manual submission at **Ground Floor, Provincial Capitol, City of San Fernando, Pampanga on or before 8:45 A.M. of February 18, 2025 (Tuesday)**. 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. Opening of bids will be on **February 18, 2025 (Tuesday), 10:00 A.M.** at the **Executive House, Second Floor, Provincial Capitol, City of San Fernando, Pampanga**. Bids will be opened in the presence of the bidders' representatives who choose to attend at the activity.
9. Online bid submission is not applicable.
10. The **Province** reserves the right to accept or reject any and all bids, declare a failure bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised Implementing Rules and Regulations (IRR) of RA No. 9184, without hereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:  
**FILIPINA R. SEVILLA**  
Chairperson - Bids and Awards Committee  
(BAC) Secretariat BAC Secretariat Office,  
Ground Floor, Provincial Capitol, City of San  
Fernando, Pampanga
12. You may visit the following websites:

For downloading of Bidding Documents: [www.pampanga.gov.ph](http://www.pampanga.gov.ph)

January 27, 2025

  
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**FRANCIS V. MASLOG**  
Chairman  
Bids and Awards Committee



# SECTION II. INSTRUCTION TO BIDDERS

## 1. Scope of Bid

The Procuring Entity, *The Provincial Government of Pampanga* wishes to receive Bids for the Procurement of **1 LOT CUSTOM MADE MOBILE CLINIC BARGE** with Identification Number: *Purchase Request No. 25 - 0382*.

The Procurement of **1 LOT CUSTOM MADE MOBILE CLINIC BARGE** is composed of **One (1) Lot**, the details of which are described in Section VII (Technical Specifications).

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

## 2. Funding Information

2.1. The Provincial Government of Pampanga through the source of funding as indicated below for **GENERAL FUND** in the amount of **Twenty-Eight Million Pesos (Php 28,000,000.00)**.

2.2. The source of funding is **LGU's proposed Local Government Expenditure Program**.

## 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, 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 Invitation to Bid (ITB) 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.
- a. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
    - i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
  - b. 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 have an SLOC 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: 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 **Instruction to Bidders (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 (*Please refer to Paragraph 6 of Invitation to Bid (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 Invitation to Bid (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 *Instruction to Bidders (ITB) Clause 5.3* should have been completed within *(Please refer to paragraph 2 of the Invitation to Bid)* 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 RAC 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. 18-2019 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 Invitation to Bid (IB)* shall not be accepted.

## 12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
- a. For Goods offered from within the Procuring Entity's country:
    - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable)
    - ii. The cost of all customs duties and sales and other taxes already paid or payable
    - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
    - iv. The price of other (incidental) services, if any, listed in the BDS.
  - b. For Goods offered from abroad:
    - i. Unless otherwise stated in the Bid Data Sheet (BDS), the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the BDS. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.

- ii. The price of other (incidental) services, if any, as listed in Section VII (Technical Specifications).

### 13. Bid and Payment Currencies

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

13.2. Payment of the contract price shall be made in *Philippine Peso*.

### 14. Security

14.1. The Bidder shall submit a Bid Securing Declaration<sup>1</sup> or any form of Bid Security in the amount indicated in the **Bid Data Sheet (BDS)**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

14.2. The Bid and Bid Security shall be valid until 120 calendar days from date of the Opening of Bids. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

### 15. Sealing and Marking of Bids

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

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

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

### 16. Deadline for Submission of Bids

16.1. The Bidders shall submit on the specified date and time and either at 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 5 of the Invitation to Bid (IB)*. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies

<sup>1</sup> In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security of the performance guarantee (including the claim) within ten (10) calendar days from receipt of Notice to Commence Framework Agreement.

will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

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

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

## **18. Domestic Preference**

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

## **19. Detailed Evaluation and Comparison of Bids**

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

- 19.2. If the Project allows partial bids under Section I of the ITB, 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 Instruction to Bidder (ITB) Clause 15 shall be submitted for each lot or item separately.

- 19.3. The descriptions of the lots or items shall be indicated in Section VII (Technical Specifications), although the ABCs of these lots or items are indicated in the Bid Data Sheet (BDS) for purposes of the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

- 19.4. The Project shall be awarded as *One (1) Project having several items that shall be awarded as one (1) 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**

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**

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

# SECTION III. BID DATA SHEET



# Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p style="margin-left: 40px;">a. <b>"CUSTOM MADE MARINE/WATER VESSEL"</b></p> <p style="margin-left: 40px;">b. Completed within two (2) years prior to the deadline for the submission and receipt of bids.</p>
7	<b>"Subcontracting is not Allowed"</b>
13.2(a)	The Bid prices for Goods supplied shall be quoted in <i>Philippine Peso</i>
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms:</p> <ol style="list-style-type: none"> <li>1. <b>Php 560,000.00</b> 2% of ABC, if bid security is in cash, cashier's/manager's check, bank draft/ guarantee or irrevocable letter of credit;</li> <li>2. <b>Php 1,400,000.00</b> 5% of ABC, if bid security is in Surety bond; or</li> </ol> <p>Any combination of the foregoing proportionate to the share of form with respect to total amount of security</p>
15	<p>Each Bidder shall submit One (1) Copy of the <b>Technical and Financial</b> components of its bid. The two components shall be placed into separate envelope forming the Two (2) Envelopes which shall be marked as follows:</p> <p style="margin-left: 40px;">First Envelope - Technical Components Second Envelope - Financial Components</p> <p>The Two Envelopes shall be enclosed in a single envelope referred to as the "Mother Envelope" which shall be marked as follows:</p> <div style="border: 1px solid black; padding: 10px; margin: 10px auto; width: 80%; text-align: center;"> <p><b>ENVELOPE MARKING (MOTHER ENVELOPE)</b></p> <p>Name and Address of Bidder:</p> <p style="margin-left: 40px;">The Chairperson Bids and Awards Committee Provincial Government of Pampanga Capitol Compound, CSFP</p> <p style="margin-left: 40px;">Name of Project Contract ID</p> <p><b>DO NOT OPEN BEFORE [insert date &amp; time of opening of bids]</b></p> </div> <p>All envelopes should be properly sealed, signed and labelled.</p>
19.3	Partial bid is not allowed. The goods are grouped in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.
20	<p>The bidder with the <b>Lowest Calculated Bid</b> shall submit <b>ALL</b> of the following post qualification requirements:</p> <p>1. Copy of the following valid and current Eligibility and Financial Documents listed in PhilGEPS Certificate of Registration (Platinum Membership), as follows:</p>

	<ul style="list-style-type: none"> <li>a) Registration Certificate issued by Security and Exchange Commission (SEC) or Department of Trade and Industry (DTI);</li> <li>b) Mayor's Permit or its equivalent document;</li> <li>c) Tax Clearance; and</li> <li>d) Latest Audited Financial Statement</li> </ul>
21	No further instruction.

**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 and, if applicable, additional tests specified in the SCC, Section VII (Technical Specifications). 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	
1	<p><b>Delivery and Documents –</b></p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad state:]</i> “The delivery terms applicable to the Contract are DDP delivered to the <i>Provincial Government of Pampanga thru the Bamboo Hub, Sta. Catalina, Lubao, Pampanga</i> in accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines state:]</i> “The delivery terms applicable to this Contract are <i>Delivered Duty Paid (DDP) to The Provincial Government of Pampanga thru the Bamboo Hub, Sta. Catalina, Lubao, Pampanga</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is as stated above.</p> <p><b>Incidental Services –</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements.</p> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p>
3	<p>Within ten (10) calendar days from receipt of the <i>Notice of Award</i> 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.</p> <p style="text-align: center;">(a) The Procuring Entity’s address for Notices is: <i>BIDS AND AWARDS COMMITTEE - SECRETARIAT OFFICE Ground Floor, Provincial Capitol Bldg. City of San Fernando, Pampanga</i></p> <p>The Supplier’s address for Notices is: _____</p>
3.1	<p><i>Three (3) years warranty on parts, service and workmanship on Customized Barge, Water System, Sewage Treatment System, Tugboat and Bankas. One (1) year warranty on Genset &amp; Free Check-up and Preventive Maintenance Service including parts &amp; supplies for first 50 running hours or three (3) months, whichever comes first and within 250 running hours of Gen Set. 24/7 on-call Technical Support Assistance. Five (5) years warranty on Compressor including parts &amp; service on air-conditioning unit. One (1) year free cleaning service, every three months on air-conditioning units.</i></p>
3.2	<p><i>Defective items &amp; workmanship discovered within seven (7) days from the date of delivery must be replaced within 24 hours upon notification by the end-user within the warranty period.</i></p>

**SECTION VI.  
SCHEDULE OF  
REQUIREMENTS**



## ***SCHEDULE OF REQUIREMENT***

<b>ITEM NO.</b>	<b>Item Description</b>	<b>Quantity</b>	<b>Delivery Date</b>
	<b>1 Lot CUSTOM MADE MOBILE CLINIC BARGE</b>	<b>1 lot</b> <i>(Please refer to Section VII. Technical Specifications for the quantity of items)</i>	<i>Within 60 calendar days upon receipt of the Notice to Proceed (NTP)</i>

***Additional Requirement/Condition:***

- 1. The supplier shall complete the installation and provide all necessary equipment, hoisting tools, parts and labor including the roughing-ins such as conduits, clamps, supports, bolts, nuts and other materials required to achieve the performance and functionality of the customized Barge;*
- 2. Any material or work that deemed to be necessary to make the Customized Barge functional is included in the package;*
- 3. All electrical works shall be done in accordance with the latest edition of the Philippine Electrical Code;*
- 4. Must have at least one (1) service facility in the locality with 24/7 on call technician for after sales service;*
- 5. One (1) day training of maintenance personnel for the operation and basic maintenance of the generator and electrical panel testing and commissioning;*
- 6. Secure Permit to Operate (PTO) from DENR in the name of the Provincial Government of Pampanga on Generator sets;*
- 7. The prospectation bidder shall submit detailed Technical Shop Drawings of the Customized Barge- Pre-fab Portable Container, Water Supply System & Sewage Treatment System signed and sealed by a duly licensed Professional Engineer and must submit structural analysis of the customize barge signed and sealed by a licensed Structural Engineer;*
- 8. Printed document/material with the brand, model and specifications of the Genset and Aircon being offered must be attached together with the bid;*
- 9. Factory Acceptance Test result/certificate from the manufacturer or load bank test of the generator;*
- 10. Operation and Maintenance Manual (OMM) of the Generator Set - the Contractor must submit the OMM and other related documents to the procuring entity. One (1) day training of maintenance personnel for the operation and basic maintenance of the Genset, ACU, Water System, Sewage Treatment System, Tugboat and Bankas;*
- 11. Manpower Requirements:*
  - a. At least one (1) Professional Electrical Engineer (PEE)*
  - b. At least one (1) TESDA Certified Electrician,*
  - c. At least one (1) Structural Engineer/Civil Engineer*
  - d. At least one (1) Mechanical/Sanitary Engineer*

*I hereby certify/undertake to comply and deliver all the above requirements.*

\_\_\_\_\_  
Name of Company/Bidder

\_\_\_\_\_  
Signature Over Printed Name of Representative

\_\_\_\_\_  
Date

# SECTION VII. TECHNICAL SPECIFICATIONS

**Technical Specification  
PR No. 25 - 0382**

Items	Quantity	Unit of Issue	Specification	Statement of Compliance*
1	1	lot	<p align="center"><b>CUSTOM MADE MOBILE CLINIC BARGE</b> as per Design Perspective (See attached Annex "A")</p> <ul style="list-style-type: none"> <li>• <b>Base Barge Specifications</b> At least 7.2m x 18m x 1.5m 10mm steel plates for bottom and side wall 6mm steel plates for divider 6mm non-oxid steel plates for flooring 3mm x 3mm x 6mm Angular, 4mm x 4mm I-beam GI Pipe (2") Schedule 40 for railing Sand blasted, powder coated, FRP lining, Epoxy lining for rust protection and corrosion. * (See Annex "B" for attached drawing)</li> <li>Inclusive of: <ul style="list-style-type: none"> <li>• <b>Built-in Sewage Treatment System with Stainless Septic Tank</b> Capacity - 10 - 20m<sup>3</sup>/hr</li> <li>a. <b>Pumps</b> Centrifugal Pump - Unrated water pump 2.0Hp Centrifugal Pump - Anoxic water pump 2.0Hp Centrifugal Pump - Disinfection water pump 2.0Hp Centrifugal Pump - Bag filter pump 1.0Hp Centrifugal Pump - Backwash water pump 1.0Hp Vertical Pump - Reverse osmosis water pump 5.0Hp</li> <li>b. <b>Filtration System</b> Complete set up filtration system from multimedia filter, fats oil and grease filter, bag filter to remove total suspended solids Multimedia Filter stage (600mm Ø x 870mm) Bag Filter (8" x 40") Reverse osmosis filter with membrane (8" x 40")</li> <li>c. <b>Electrical System</b> Complete installation of electrical system including PVC or EMT conduit and wiring for pump equipment, electric circuit breaker &amp; control panel.</li> <li>d. <b>Hydraulic Gauge &amp; Meter</b> Complete installation of pressure reading gauge and flow reading to maintain the proper pressure equipment and monitor the influent and effluent flow rate of waste water Pressure Gauge, Flow Meter (1") &amp; Water Meter (1 1/2")</li> <li>e. <b>Control Panel</b> Complete set of control panel with inverter, VFD, timer and automatic and manual transfer switch with complete wiring inside for pump equipment, ozone generator &amp; air pressure motor.</li> <li>f. <b>Piping System</b> Complete installation of piping system using FRP for influent and effluent flow of waste water, including PVC pipe sleeve, transfer pipe with clean-out.</li> <li>g. <b>Hanger &amp; Supports</b> Complete installation of all hangers and support using full threaded rod, loop hanger, brackets using angle bar, stainless bolts, solvent, epoxy primer, teflon and others.</li> </ul> </li> </ul>	

## Technical Specification PR No. 25 - 0382

Serial	Quantity	Unit of Issue	Specification	Statement of Compliance*
			<p><b>h. Dosing Pump &amp; Tank</b> Complete installation of chemical dosing pump and tank for catalyst of waste water. Complete installation of chemical tank and base support support.</p> <p><b>i. Ultra Violet Lamp</b> Complete set of ultra violet lamp to disinfect the effluent water prior for discharge.</p> <p><b>j. Stainless Tank at least 3T&amp;L</b></p> <p><b>k. Ozone Generator (50g/hr)</b> Complete set up of ozone generator with automatic timer to remove the contaminant, coliform.</p> <p><b>* Pre-Fabricated Container</b> Total dimensions 6000mm x 1200mm x 2950mm including six (6) regular windows, two (2) regular doors, two (2) double swing glass door, PVC ceiling and fiber cement flooring, custom color canopy, external roofing, SPC flooring, painted steel angular aircon bracket and container connecting sealant. * (See Annex "C" for attached drawing) With two (2) rooms for X-ray &amp; Ultrasound, three areas for Dental Laboratory &amp; Mess Hall. X-ray: with sandwich panel Lead sheet partition &amp; sliding door Ultrasound: with sandwich panel partition Dental Area: with curtain partition &amp; single stainless deep sink with faucet Laboratory: with curtain partition &amp; single stainless deep sink with faucet Mess Hall: with sliding folding partition &amp; single stainless deep sink with faucet. * (See Annex "D" for attached drawing) - With two (2) units of 1720mm x 1420mm x 2500mm toilet and bath including bowl, sink, shower and fiber glass flooring - Sandwich panel partition (50mm width) with steel door - Acrylic signage as per perspective layout - Indoor electrical layout * (See Annex "E" for Attached Drawing - Electrical Plan) - Column - Zinc plated steel (160mm x 160mm x 2.5mm) - Top &amp; Bottom Beam - Zinc plated steel (160mm x 160mm x 2.5mm) - Corner Joint - Zinc plated steel (160mm x 160mm x 4.5mm) - Floor &amp; Ceiling Members - Tubular Sections (50mm x 50mm x 2.0mm) - Floor &amp; Ceiling Members - Tubular Sections (50mm x 75mm x 2.0mm) - Floor &amp; Ceiling Members - Tubular Sections (50mm x 100mm x 2.0mm) - Zinc plated folded sheets (170mm x 170mm x 1.5mm) (Steel Flooring) - Wall Panel - Coloured steel styro sandwich panels (4' x 8' x 50mm) - Steel Door (950mm x 2000mm x 50mm) with lock - PVC Double-layered glass windows w/ PVC ratings (925mm x 1200mm x 6mm) - Flooring - Fireproof fiberglass cement-mixed (4' x 8' x 1.6mm) - Roofing with insulation - Weather proof galvanized iron sheets (50mm x 75mm x 0.426mm) - PVC Ceiling Panels (8' x 8' x 6mm) - PVC Ceiling Laton (1" x 1" x 8') - Stainless Curtain Rolling</p>	

**Technical Specification  
PR No. 25 - 0382**

Items	Quantity	Unit of Issue	Specification	Statement of Compliance*
			<p>• <b>With Air-conditioning system</b></p> <ul style="list-style-type: none"> <li>- with 3 units 2.0HP Window Type Air-Conditioning Unit Inverter, 230V, single phase, R410a Freon Cooling Seasonal Performance Factor, Atleast 2</li> <li>• Brand of the air-conditioning unit must have been in the Philippines market for at least fifteen (15) years and must be of the latest model.</li> <li>- with 2 units 1.0HP Window Type Air-Conditioning unit Inverter, 230V, single phase, R410a Freon Cooling Seasonal Performance Factor, Atleast 2</li> <li>• Brand of the air-conditioning unit must have been in the Philippines market for at least fifteen (15) years and must be of the latest model.</li> </ul> <p>• <b>With Water Supply System</b></p> <ul style="list-style-type: none"> <li>- Installed stainless Water Tank (Storage) at least 2000L with Booster Pump &amp; Bladder Tank</li> <li>- Inclusive of pressure gauge, pressure switch, gate valve, check valves, ball float valve, piping &amp; fittings.</li> </ul> <p>* Inclusive of:</p> <p>Installed 2 units 25kVA Silent Type Diesel Generator Capacity: At least 25kVA Prime power</p> <ul style="list-style-type: none"> <li>- Minimum fuel capacity for 8hrs continuous operation</li> <li>- 230V, Single Phase, 60Hz</li> <li>- Includes MDP, DB-ACU (with MTS), DB-LP (with MTS), wiring, PVC conduit, support or bracket and other accessories.</li> </ul> <p>* (See Annex F for attached Single Line Diagram)</p> <p><b>1 unit Tugboat (at least 400Hp)</b> Displacement: At least 14,000 cc Dimension: Approx. 9m x 3m x 1.5m Fuel Tank Capacity: Approx. 200L (Diesel Engine) Material: Steel Plate Pulling Capacity: Approx. 40 to 50 tons</p> <p><b>2 units Refurbished Service Bangka (at least 60Hp)</b> Displacement: At least 2,000 cc Dimension: Approx. 14m x 1m x 0.76m Fuel Tank Capacity: Approx. 40L (Diesel Engine) Material: Fiber Glass 15-20 seating capacity</p>	

Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the the equipment offered. Statement of "Comply" or "Not Comply" must be supported by evidence in a Bidder's Bid and cross-referenced to that evidence. Evidence shall be in the the form of manufacturers un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation, liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or Supplier liable for prosecution subject to the provisions of IFB Clause 3.1 (a) (i) and/or GCC Clause 2.1 (a) (i).

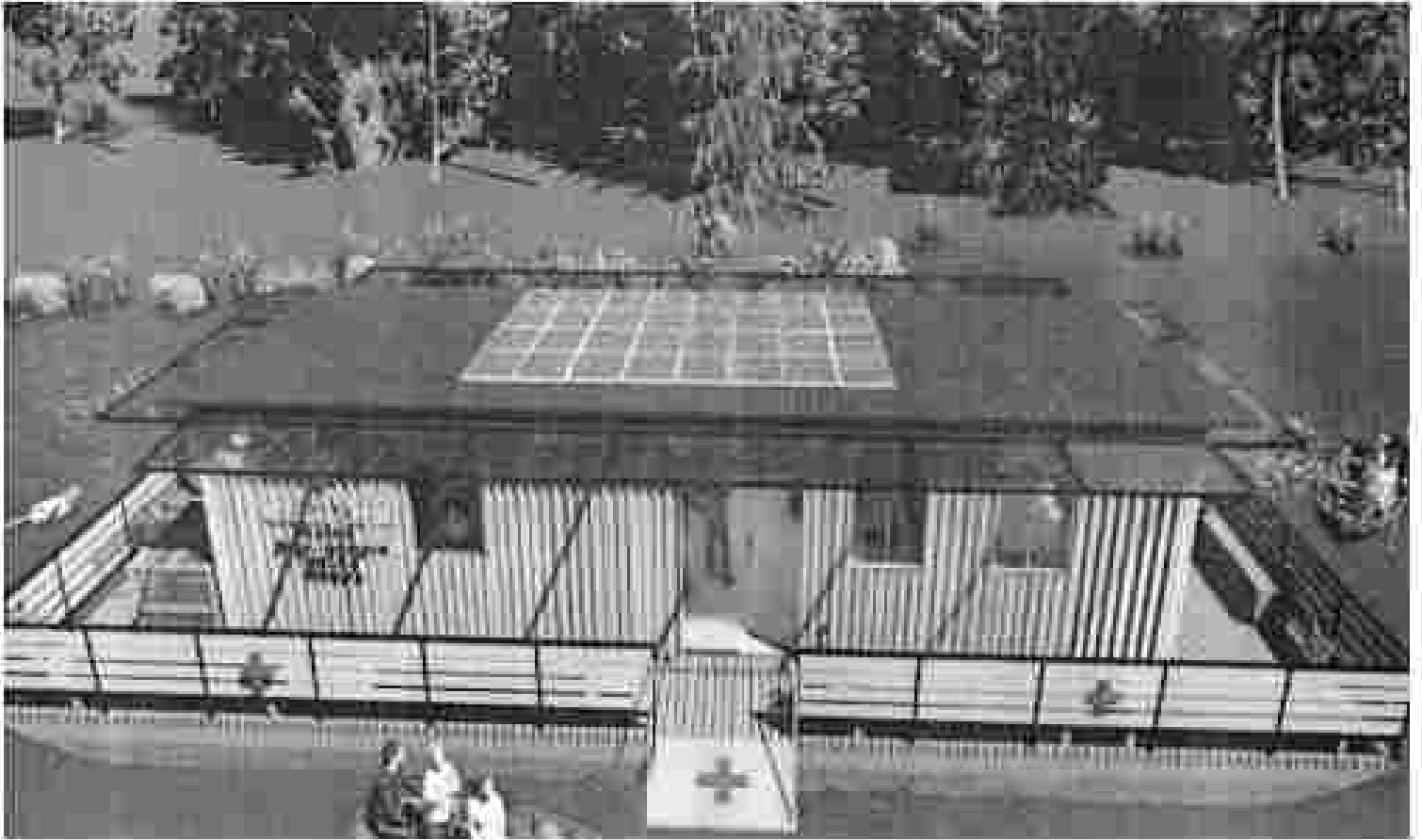
*I hereby certify to comply with the Technical Specifications of all the items to be Bid.*

\_\_\_\_\_  
Name of Company/Bidder

\_\_\_\_\_  
Signature Over Printed Name of Representative

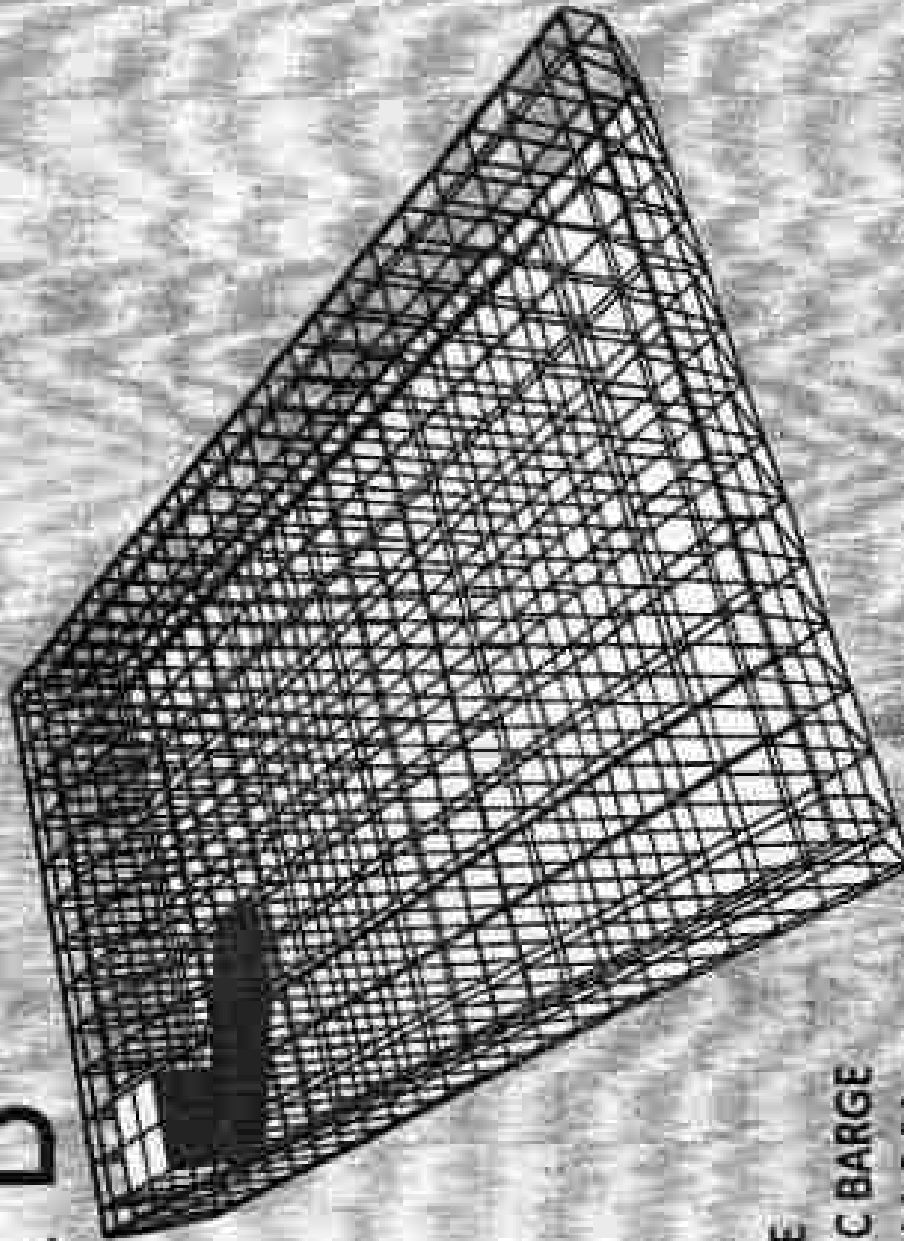
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Date

# ANNEX "A"





# Annex B



**3D PERSPECTIVE**

**FLOATING CLINIC BARGE**

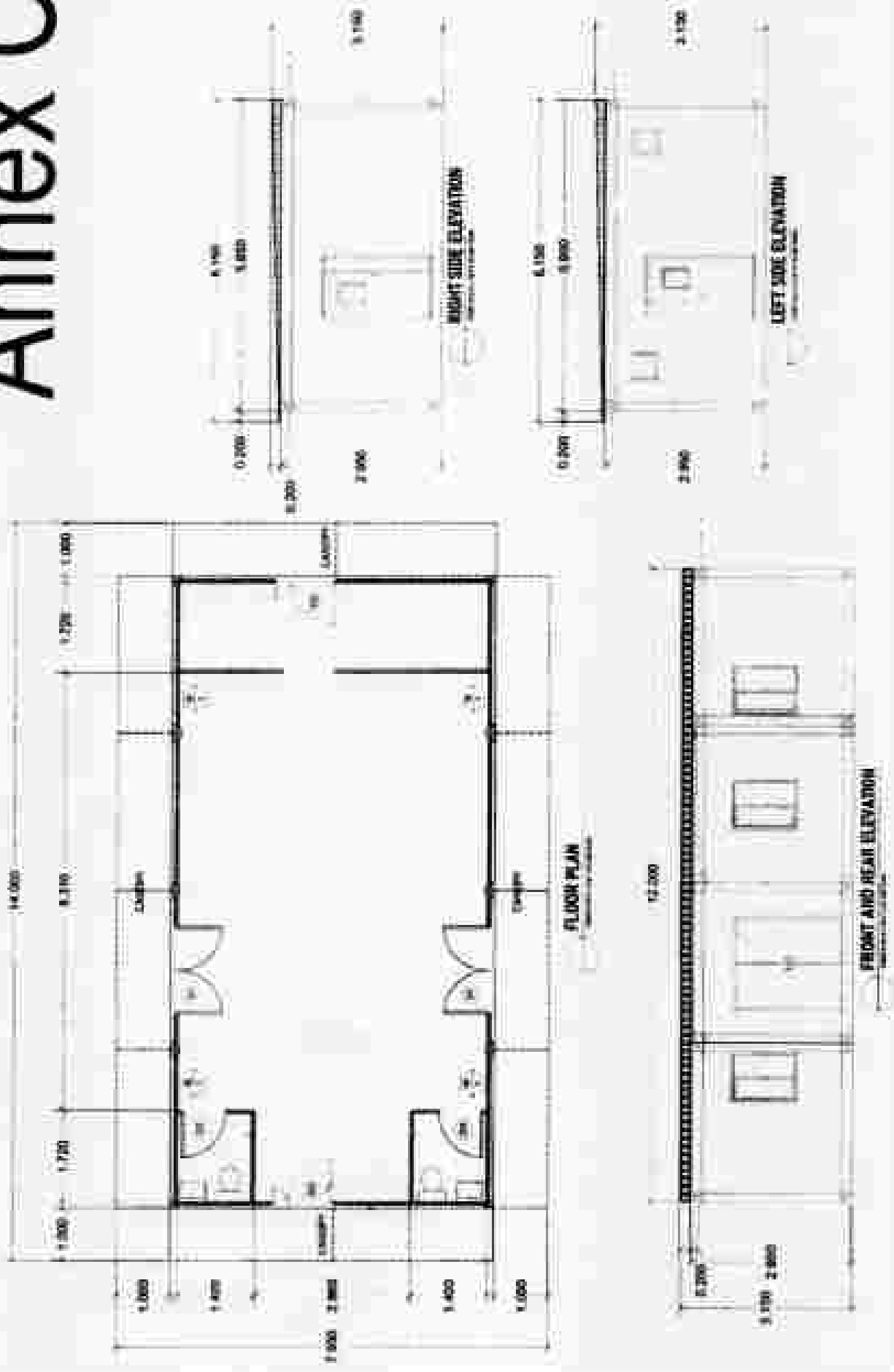
**14 M X 7.95 M X 1.2 M**

**3"X3"X6MM ANGLE BARS @ .60 M BW**

**6-10 MM METAL PLATE**

# Annex C

## ANNEX "C"



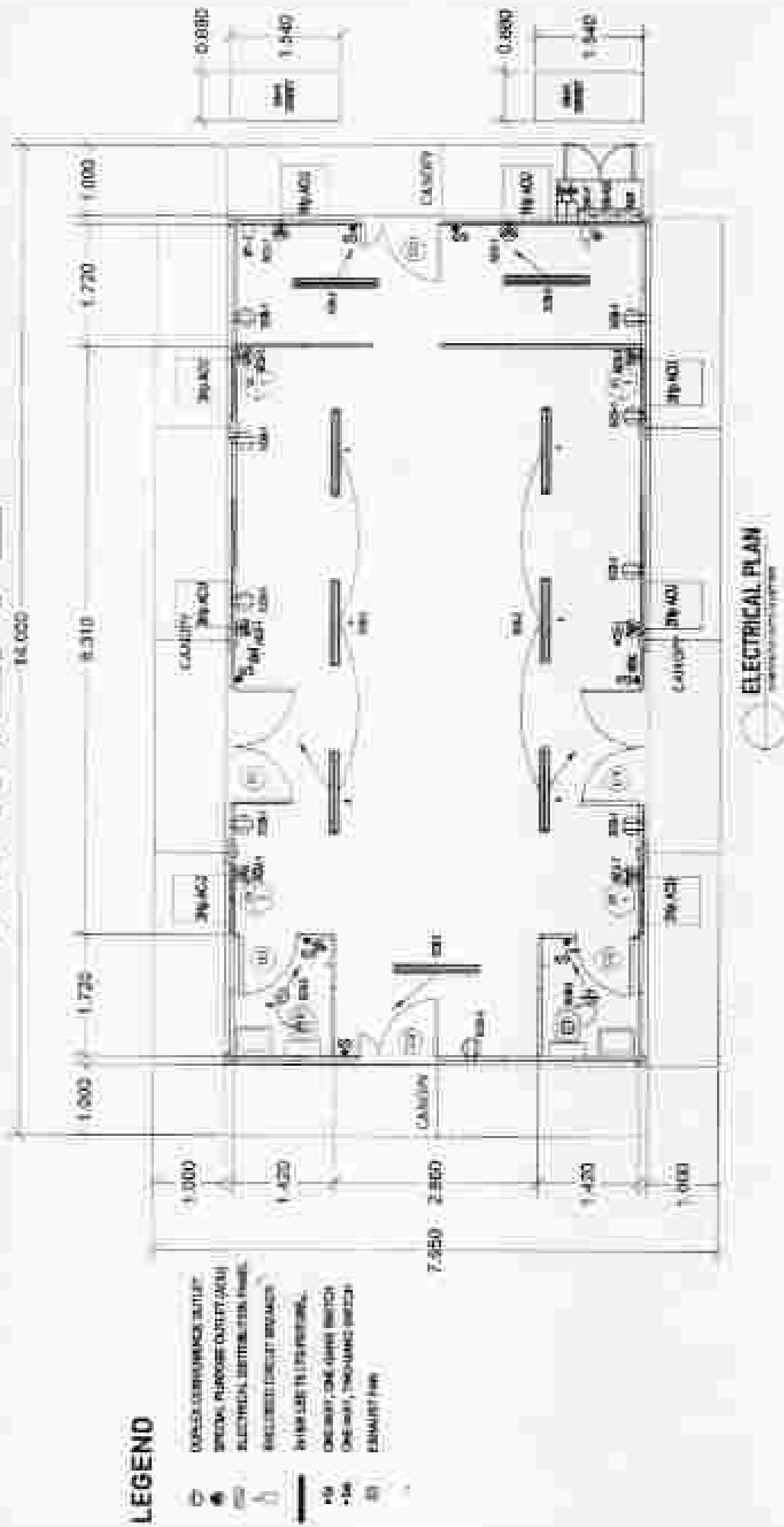
# ANNEX "D"



FLOOR PLAN  
PROPOSED PARTS OF WORK

# ANNEX D

# ANNEX E



## EXERCISES (PART 1)

NAME: \_\_\_\_\_

NO. \_\_\_\_\_

DATE: \_\_\_\_\_

NO.	DESCRIPTION OF WORK	NO. OF WIRE	NO. OF TERMINALS	NO. OF WIRE	NO. OF WIRE	NO. OF WIRE	NO. OF WIRE	NO. OF WIRE	NO. OF WIRE
1.	WIRE TERMINALS	10	10	10	10	10	10	10	10
2.	WIRE TERMINALS	10	10	10	10	10	10	10	10
3.	WIRE TERMINALS	10	10	10	10	10	10	10	10
4.	WIRE TERMINALS	10	10	10	10	10	10	10	10
5.	WIRE TERMINALS	10	10	10	10	10	10	10	10
6.	WIRE TERMINALS	10	10	10	10	10	10	10	10
7.	WIRE TERMINALS	10	10	10	10	10	10	10	10
8.	WIRE TERMINALS	10	10	10	10	10	10	10	10
9.	WIRE TERMINALS	10	10	10	10	10	10	10	10
10.	WIRE TERMINALS	10	10	10	10	10	10	10	10

NO. OF WIRE TERMINALS: \_\_\_\_\_

NO. OF WIRE TERMINALS: \_\_\_\_\_

NO. OF WIRE TERMINALS: \_\_\_\_\_

NAME: \_\_\_\_\_

NO. \_\_\_\_\_

DATE: \_\_\_\_\_

NO.	DESCRIPTION OF WORK	NO. OF WIRE	NO. OF TERMINALS	NO. OF WIRE	NO. OF WIRE	NO. OF WIRE	NO. OF WIRE	NO. OF WIRE	NO. OF WIRE
1.	WIRE TERMINALS	10	10	10	10	10	10	10	10
2.	WIRE TERMINALS	10	10	10	10	10	10	10	10
3.	WIRE TERMINALS	10	10	10	10	10	10	10	10
4.	WIRE TERMINALS	10	10	10	10	10	10	10	10
5.	WIRE TERMINALS	10	10	10	10	10	10	10	10
6.	WIRE TERMINALS	10	10	10	10	10	10	10	10
7.	WIRE TERMINALS	10	10	10	10	10	10	10	10
8.	WIRE TERMINALS	10	10	10	10	10	10	10	10
9.	WIRE TERMINALS	10	10	10	10	10	10	10	10
10.	WIRE TERMINALS	10	10	10	10	10	10	10	10

NO. OF WIRE TERMINALS: \_\_\_\_\_

NO. OF WIRE TERMINALS: \_\_\_\_\_

NO. OF WIRE TERMINALS: \_\_\_\_\_

NAME: \_\_\_\_\_

NO. \_\_\_\_\_

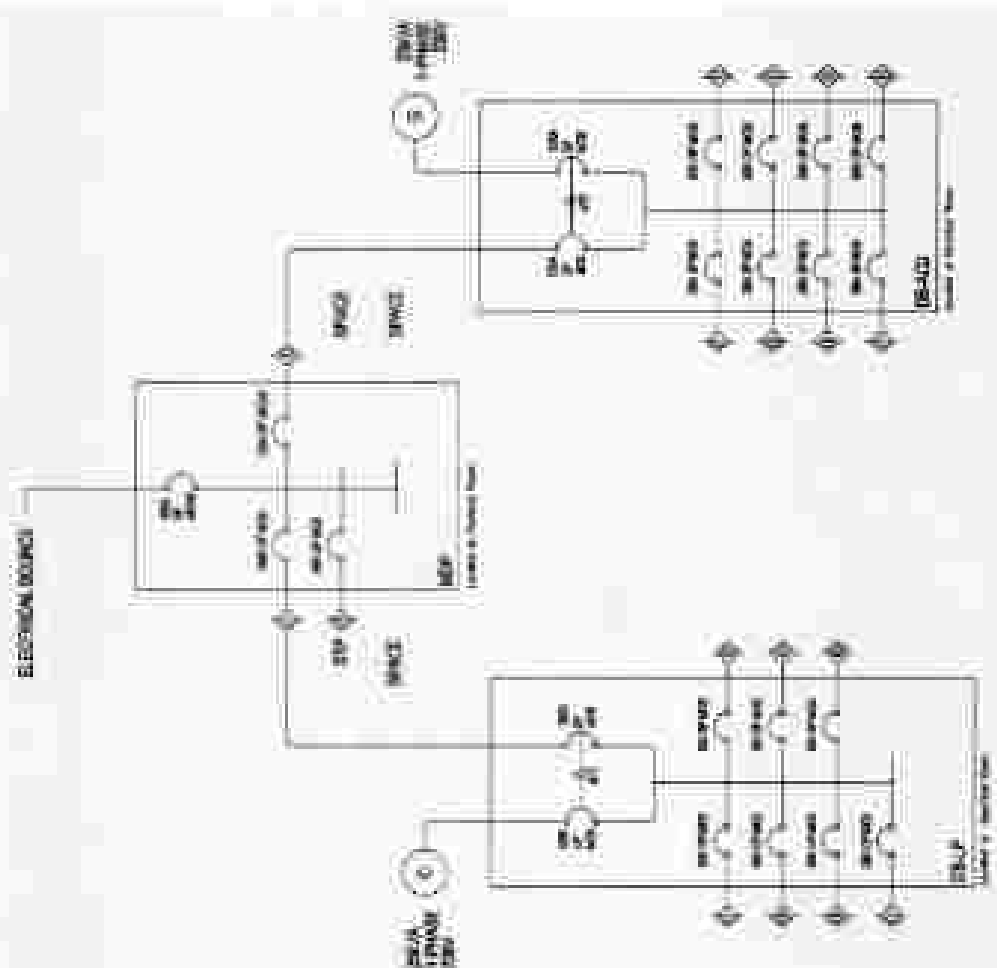
DATE: \_\_\_\_\_

NO.	DESCRIPTION OF WORK	NO. OF WIRE	NO. OF TERMINALS	NO. OF WIRE	NO. OF WIRE	NO. OF WIRE	NO. OF WIRE	NO. OF WIRE	NO. OF WIRE
1.	WIRE TERMINALS	10	10	10	10	10	10	10	10
2.	WIRE TERMINALS	10	10	10	10	10	10	10	10
3.	WIRE TERMINALS	10	10	10	10	10	10	10	10
4.	WIRE TERMINALS	10	10	10	10	10	10	10	10
5.	WIRE TERMINALS	10	10	10	10	10	10	10	10
6.	WIRE TERMINALS	10	10	10	10	10	10	10	10
7.	WIRE TERMINALS	10	10	10	10	10	10	10	10
8.	WIRE TERMINALS	10	10	10	10	10	10	10	10
9.	WIRE TERMINALS	10	10	10	10	10	10	10	10
10.	WIRE TERMINALS	10	10	10	10	10	10	10	10

NO. OF WIRE TERMINALS: \_\_\_\_\_

NO. OF WIRE TERMINALS: \_\_\_\_\_

NO. OF WIRE TERMINALS: \_\_\_\_\_



**SECTION VIII.  
CHECKLIST OF  
TECHNICAL & FINANCIAL  
DOCUMENTS**



Republic of the Philippines  
 PROVINCE OF PAMPANGA  
 City of San Fernando

**BIDS AND AWARDS COMMITTEE**  
**I.G.-BAC**  
**BIDDING REQUIREMENTS FOR THE PROCUREMENT**  
**OF GOOD/EQUIPMENTS**

**PROJECT**


**BIDDER**


**Checklist of BID Requirements**

**I. TECHNICAL COMPONENT/ENVELOPE**

**Class 'A' Documents**

Legal Documents

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(a) Valid PHIDEP's Registration Certificate (Multiple Memberships) (if engaged in accordance with Section 5.3.2 of the IR)

Technical Documents

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(b) Statement of the prospective bidder of all ongoing government and private contracts, including contract awarded but not yet started, if any, whether under contract order in nature and compliance to the contract to be bid **and**

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(c) Statement of 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 IR of RA No. 9184, with the relevant copies of documents in the Bidding Documents; **and**

--	--	--	--	--	--	--	--	--	--

(d) Original Copy of Bid Security - If in the form of a cash bond, submit also a certificate issued by the Insurance Commission;

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**or**  
 Original Copy of Retained Bid Security Declaration; **and**

--	--	--	--	--	--	--	--	--	--

(e) Conformity with the Technical specifications, which include production schedule, manpower requirements attached; **and**  
 (f) Original duly signed Ombudsman Statement (OS); **and** if applicable, Original Notarized Executive's Certificate in case of a corporation, partnership, or cooperative, or Original Special Power of Attorney of 3 members of the bid venture giving full power and authority to its officer to sign the OS and documents to represent the bidder.

Financial Documents

--	--	--	--	--	--	--	--	--	--

(g) The prospective bidder's computerized Net Financial Certifying Capacity (NFCC);

**or**

A sworn statement of Cash from a Sheriff or Command (State in relation to NFCC computation)

**Class 'B' Documents**

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(h) If applicable, a duly signed joint venture agreement (JVA) in case the bid venture is already in existence;

**or**

duly enclosed statements from all the potential joint venture partners stating Duly enclosed statements from all the potential joint venture partners stating that the bid is successful.

Other documentary requirements under PA No. 1184 (as applicable)

--	--	--	--	--	--	--	--	--	--

(1) For foreign Bidders claiming to receive their country's extension of reciprocal rights to National Certification from the relevant government office of their country stating that Foreigners are allowed to participate in government procurement activities for the same item or product.

--	--	--	--	--	--	--	--	--	--

(2) Certification from the DTI that Bidder claims preference as a Domestic Bidder or Domestic firm.

**II. FINANCIAL COMPONENT (ENVELOPE)**

--	--	--	--	--	--	--	--	--	--

(A) Original of duly signed and authenticated Financial Bid Form and

--	--	--	--	--	--	--	--	--	--

(B) Original of duly signed and authenticated Price Schedule

**NOTE:** Any missing document in the above mentioned checklist is a ground for outright declaration of Non-Compliance. Suppliers and Contractors who will participate in the public bidding of the Firm are required to submit ONE (1) Copy of the first & second components of the technical documents duly signed by the authorized signatory.

Compliant

Non-Compliant



**SECTION IX.  
OTHER BIDDING  
DOCUMENTS**

## *Bid Form for the Procurement of Goods*

*[shall be submitted with the Bid]*

---

### BID FORM

Date : \_\_\_\_\_

Project Identification No. : \_\_\_\_\_

To: [name and address of Procuring Entity]

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

If our Bid is accepted, we undertake:

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

*[Insert this paragraph if Foreign-Assisted Project with the Development Partner: Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:]*

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

_____	_____
_____	_____
_____	_____

*(if none, state "None")*

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

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

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

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

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

Name: \_\_\_\_\_

Legal capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

Date: \_\_\_\_\_

*\* Mandatory Provision pursuant to Government Procurement Policy Board (GPPB) Resolution No. 16-2020 dated September 16, 2020.*

**Price Schedule for Goods Offered from Abroad**  
*(shall be submitted with the Bid if bidder is offering goods from Abroad)*

**For Goods Offered from Abroad**

Name of Bidder \_\_\_\_\_ Project ID No. \_\_\_\_\_ Page \_\_\_ of \_\_\_

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

Name: \_\_\_\_\_

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

\* Mandatory Provision pursuant to Government Procurement Policy Board (GPPB) Resolution No. 16-2020 dated September 16, 2020

**Price Schedule for Goods Offered from Within the Philippines**

*(shall be submitted with the Bid if bidder is offering goods from within the Philippines)*

**For Goods Offered from Within the Philippines**

Name of Bidder \_\_\_\_\_ Project ID No. \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

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

Name: \_\_\_\_\_

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

\* Mandatory Provision pursuant to Government Procurement Policy Board (GPPB) Resolution No. 16-2020 dated September 16, 2020.

### ***Bid Securing Declaration Form***

*[shall be submitted with the BE if bidder opts to provide this form of bid security]*

REPUBLIC OF THE PHILIPPINES) CITY OF  
\_\_\_\_\_ )SS.

**BID SECURING DECLARATION Project Identification No:** *[insert number]*

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

I/We, the undersigned, declare that:

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

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

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

*[Insert signatory's legal capacity]* Affiant.

***[Jurat]***

*[Format shall be based on the latest Rules on Notarial Practices]*

**\* Mandatory Provision pursuant to Government Procurement Policy Board (GPPB) Resolution No. 16-2020 dated September 16, 2020.**

## Contract Agreement Form for the Procurement of Goods (Revised)

*[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]*

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### CONTRACT AGREEMENT

THIS AGREEMENT made the \_\_\_ day of \_\_\_\_\_ 20\_\_\_ between [name of PROCURING ENTITY] of the Philippines [hereinafter called "the Entity"] of the one part and [name of Supplier] of [city and country of Supplier] [hereinafter called "the Supplier"] of the other part

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

#### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *via*:
  - i. Philippine Bidding Documents (PBDs):
    - I. Schedule of Requirements;
    - II. Technical Specifications;
    - III. General and Special Conditions of Contract; and
    - IV. Supplemental or Bid Bulletins, if any;
  - ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted:
    - i. Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
    - ii. Performance Security;
    - iii. Notice of Award of Contract, and the Bidder's conforme thereto; and
    - iv. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**
3. In consideration for the sum of [total contract price in words and figures] or such other sums as may be ascertained, [Name of the bidder] agrees to [state the object of the contract] in accordance with his/her/its Bid.
4. The [Name of the procuring entity] agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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

*[Insert Name and Signature]*

*[Insert Name and Signature]*

*[Insert Signatory's Legal Capacity]*

*[Insert Signatory's Legal Capacity]*

*for*

*for*

*[Insert Procuring Entity]*

*[Insert Name of Supplier]*

**Acknowledgment**

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

**\* Mandatory Provision pursuant to Government Procurement Policy Board (GPPB) Resolution No. 16-2020 dated September 16, 2020.**



## Omnibus Sworn Statement (Revised)

*[shall be submitted with the Bid]*

REPUBLIC OF THE PHILIPPINES )  
CITY/MUNICIPALITY OF \_\_\_\_\_ ) S.S.

### AFFIDAVIT

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

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

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

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

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

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

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

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

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

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

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

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
- a. Carefully examining all of the Bidding Documents;
  - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
  - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

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

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

*[Insert signatory's legal capacity]*

Affiant:

\* Mandatory Provision pursuant to Government Procurement Policy Board (GPPB) Resolution No. 16-2020 dated September 16, 2020.

## Performance Securing Declaration (Revised)

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

REPUBLIC OF THE PHILIPPINES)  
CITY OF \_\_\_\_\_ ) S.S.

### PERFORMANCE SECURING DECLARATION

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

I/We, the undersigned, declare that:

1. I/We understand that according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.

2. I/We accept that I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years for the second offense, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract.

3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:

a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:

- i. Procuring Entity has no claims filed against the contract awardee;
- ii. It has no claims for labor and materials filed against the contractor; and
- iii. Other terms of the contract; or

b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

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

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

**[Jurat]**

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

**\* Mandatory Provision pursuant to Government Procurement Policy Board (GPPB) Resolution No. 16-2020 dated September 16, 2020.**

### Statement of Single Largest Completed Contract (SLCC)

Business Name : \_\_\_\_\_  
 Business Address : \_\_\_\_\_

Name of Contract	Date of Contract	Contract Duration	Owner's Name and Address	Description/Kinds of Goods	Amount of Completed Contract/s*	Date of Delivery

**Note:** This Statement shall be supported with end user's acceptance or official receipt(s) or sales invoice issued for the contract.  
 \*Adjusted by the bidder to current prices using PSA's consumer price index, when necessary, for the purpose of meeting the SLCC requirement.

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

\* Mandatory Provision pursuant to Government Procurement Policy Board (GPPB) Resolution No. 11-2020 dated September 14, 2020.

**List of All Ongoing Government and Private Contracts including contracts awarded but not yet started**

Business Name : \_\_\_\_\_  
 Business Address : \_\_\_\_\_

Name of the Contract	Date of the Contract	Contract Duration	Owner's Name and Address	Description/Kinds of Goods	Amount of Contract/s	Date of Delivery

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

\*Mandatory Provision pursuant to Government Procurement Policy Board (GPPB) Resolution No. 18-2020 dated September 14, 2020.

## NFCC COMPUTATION FOR ELIGIBILITY CHECK (REVISED)

A.

	Year 20_____
1. Approved Budget for the Contract (ABC)	
2. Current Assets	
3. Current Liabilities	
4. Net Working Capital	
5. Total value of all outstanding or ongoing Projects	

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

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

NFCC= P\_\_\_\_\_

Submitted by:

\_\_\_\_\_  
Name of Supplier/Distributor/Manufacturer

\_\_\_\_\_  
Signature of Authorized Representative

Date: \_\_\_\_\_

*\* Mandatory Provision pursuant to Government Procurement Policy Board (GPPB) Resolution No. 16-2020 dated September 16, 2020*