



PHILIPPINE BIDDING DOCUMENTS
(As Harmonized with Development Partners)



BIDS AND AWARDS COMMITTEE

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**SUPPLY & DELIVERY OF
MATERIALS FOR THE
CONSTRUCTION OF ADMIN
BUILDING AND PDL DORMITORY
AT SIBURAN
- 1LOT (REBID)**

Government of the Republic of the Philippines

Lot No.	Brief Description	Bid Reference No.	Approved Budget for the Contract (ABC)
1	<i>Materials for the Construction of Admin Bldg. and PDL Dormitory at Siburan</i>	<i>BIDSPPF2022-PR.BF284-01</i>	<i>Php2,000,000.00</i>

Sixth Edition

19 OCTOBER 2022

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BUREAU OF CORRECTIONS
SABLAYAN PRISON AND PENAL FARM
Malisbong, Sablayan, Occidental Mindoro
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Glossary of Terms, Abbreviations, and Acronyms

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.



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Section I. Invitation to Bid

For the SUPPLY & DELIVERY OF MATERIALS FOR THE CONSTRUCTION OF ADMIN BUILDING AND PDL DORMITORY AT SIBURAN- 1LOT (REBID)

1. The **Bureau of Corrections**, through its **Local Fund (Fund 284)** intends to apply the amount of **Two Million Pesos (Php2,000,000.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for “**Supply & Delivery of Materials for the Construction of Admin Building and PDL Dormitory at Siburan- 1Lot (Rebid)**” with **Bid Reference No. BIDSPPF2022-PR.BF284-01**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **Sablayan Prison & Penal Farm** now invites bids for the above Procurement Project. Delivery of the Goods is required within Thirty (30) Calendar Days from the receipt of Notice to Proceed (NTP). Bidder should have completed from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
 - a. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
4. Prospective Bidders may obtain further information from **Sablayan Prison & Penal Farm, BAC Office** and inspect the Bidding Documents at the address given below during **Weekdays (Monday to Friday) 8:00AM to 5:00PM**.

5. A complete set of Bidding Documents may be acquired by interested bidders on *October 20 to 10:00AM of November 10, 2022* from given address and website/s below upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Php5,000.00. The Procuring Entity requires the bidder to present proof of payment.
6. Interested bidders are encouraged to attend the Pre-Bid Conference for the project at *10:00AM of October 27, 2022* at the BAC Office, Central Prison, SPPF, Malisbong, Sablayan, Occidental Mindoro.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before *10:00 AM of November 10, 2022*. 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 *November 10, 2022*, at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The *Sablayan Prison and Penal Farm* reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

CO2 JESUS S URIETA JR
 BAC Secretariat
 Mondays to Fridays (8:00am – 5:00pm)
 SPPF BAC Office, SPPF Reservation Area,
 Malisbong, Sablayan, Occidental Mindoro
Contact Number: 09268284950
Email Address: sppfbacsec.bucor.gov.ph@gmail.com
12. You may visit the PhilGEPS Website at philgeps.gov.ph and BuCor Website at <https://www.bucor.gov.ph>


CTSUPT JOSE B VERDADERO JR
 BAC Chairperson



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Section II. Instructions to Bidders

For the SUPPLY & DELIVERY OF MATERIALS FOR THE CONSTRUCTION OF ADMIN BUILDING AND PDL DORMITORY AT SIBURAN- 1LOT (REBID)

1. Scope of Bid

The Procuring Entity, *Sablayan Prison and Penal Farm* wishes to receive Bids for *Supply & Delivery of Materials for the Construction of Admin Building and PDL Dormitory at Siburan- 1Lot (Rebid)*, with Project Identification Number *BIDSPPF2022-PR.BF284-01*.

The Procurement Project is composed of only One (1) 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 2022 in the amount of *Php2,000,000.00*.

2.2. The source of funding is through the *Bureau of Corrections Local Fund (Fund 284)*.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
 - i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
 - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - iii. When the Goods sought to be procured are not available from local suppliers; or
 - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- a. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA’s CPI, must be at least equivalent to:
 - a. For the procurement of Non-Expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.

- b. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.
- 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:
 - 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-expendable supplies and services or twenty-five percent (25%) in the case of expendable supplies* of the ABC for this Project; and

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:

- a. Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project.

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 FIFTEEN (15) 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 completed within FIFTEEN (15) calendar days prior to the deadline for the submission and receipt of bids prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:

- i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in e.
- b. For Goods offered from abroad:
- i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

13. Bid and Payment Currencies

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until *the 120th day from the day of opening of the bid*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

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

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

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

19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and e



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Section III. Bid Data Sheet

For the SUPPLY & DELIVERY OF MATERIALS FOR THE CONSTRUCTION OF ADMIN BUILDING AND PDL DORMITORY AT SIBURAN- 1LOT (REBID)

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: a. The bidder/supplier shall have completed least two (2) contracts related to the supply & delivery of any construction supplies/materials. b. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least <i>fifty percent (50%) in the case of non-expendable supplies and services or twenty-five percent (25%) in the case of expendable supplies</i> of the ABC for this Project; and c. completed within ten (10) calendar days prior to the deadline for the submission and receipt of bids.
12	The price of the Goods shall be quoted DDP at SPPF, Malisbong, Sablayan, Occidental Mindoro 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 (2%) or <u>Php40,000.00</u> , if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or

	b. The amount of not less than (5%) or <u>Php100,000.00</u> , if bid security is in Surety Bond.										
19.3	<table border="1"> <thead> <tr> <th>LOT</th> <th>BRIEF DESCRIPTION</th> <th>ABC in Figures</th> <th>ABC in Words</th> </tr> </thead> <tbody> <tr> <td><i>Lot 1</i></td> <td><i>Materials for the Construction of Admin Bldg. and PDL Dormitory at Siburan</i></td> <td><i>Php2,000,000.00</i></td> <td><i>Two Million Pesos Only</i></td> </tr> </tbody> </table>			LOT	BRIEF DESCRIPTION	ABC in Figures	ABC in Words	<i>Lot 1</i>	<i>Materials for the Construction of Admin Bldg. and PDL Dormitory at Siburan</i>	<i>Php2,000,000.00</i>	<i>Two Million Pesos Only</i>
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Section IV. General Conditions of Contract

For the SUPPLY & DELIVERY OF MATERIALS FOR THE CONSTRUCTION OF ADMIN BUILDING AND PDL DORMITORY AT SIBURAN- 1LOT (REBID)

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 FIFTEEN (15) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project. In addition to tests in the **SCC, Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

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

6. Liability of the Supplier

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

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



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Section V. Special Conditions of Contract

For the SUPPLY & DELIVERY OF MATERIALS FOR THE CONSTRUCTION OF ADMIN BUILDING AND PDL DORMITORY AT SIBURAN- 1LOT (REBID)

GCC Clause	
1	<p>Delivery and Documents –</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>“The delivery terms applicable to this Contract are delivered <i>SPPF, Malisbong, Sablayan, Occidental Mindoro</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>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p>

	<p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>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.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>

	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
4	<p>The inspections and tests that will be conducted are:</p> <ol style="list-style-type: none"> a. Initial inspection will be conducted by SPPF Inspection Team after the delivery of the unit. b. Inspection team will test run the vehicle after the cabin set is installed.



Republic of the Philippines
 Department of Justice
BUREAU OF CORRECTIONS
SABLAYAN PRISON AND PENAL FARM
 Malisbong, Sablayan, Occidental Mindoro
 5104



Section VI. Schedule of Requirements

For the SUPPLY & DELIVERY OF MATERIALS FOR THE CONSTRUCTION OF ADMIN BUILDING AND PDL DORMITORY AT SIBURAN- 1LOT (REBID)

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

Item No.	Quantity	Unit	Description	Delivered, Weeks/Months
1	882	BAG	CEMENT	30 days upon receipt of NTP
2	84	CU.M.	FINE SAND	30 days upon receipt of NTP
3	43	CU.M.	GRAVEL ¾	30 days upon receipt of NTP
4	42	PIECE	1/2x4x8 PHENOLIC BOARD	30 days upon receipt of NTP
5	186	PIECE	2x2x12 COCO LUMBER	30 days upon receipt of NTP
6	59	PIECE	2x3x12 COCO LUMBER	30 days upon receipt of NTP
7	8	KGS	CONCRETE NAIL 3"	30 days upon receipt of NTP
8	16	KGS	CWN 4"	30 days upon receipt of NTP
9	25	KGS	CWN 3"	30 days upon receipt of NTP
10	16	KGS	CWN 2"	30 days upon receipt of NTP
11	118	PIECE	ROUND BAR 16MM x 6M	30 days upon receipt of NTP
12	293	PIECE	DEFORMED BAR 12MM x 6M	30 days upon receipt of NTP
13	798	PIECE	DEFORMED BAR 10MM x 6M	30 days upon receipt of NTP
14	17	PIECE	CUTTING DISC 4"	30 days upon receipt of NTP
15	8	PIECE	CUTTING DISC 12" (CUT OFF DISC)	30 days upon receipt of NTP
16	203	KG	GI TIE WIRE #16	30 days upon receipt of NTP
17	424	PIECE	CHB 5"	30 days upon receipt of NTP
18	6,459	PIECE	CHB 4"	30 days upon receipt of NTP
19	1	SET	PILLOW BLOCK BEARING 16MM	30 days upon receipt of NTP
20	61	PIECE	ANGLE BAR 50MM x 50MM x 6MM x 6M	30 days upon receipt of NTP

21	67	PIECE	C-PURLINS 2"x3"x1.5MM	30 days upon receipt of NTP
22	33	KG	WELDING ROD ELECTRODE NO.6011	30 days upon receipt of NTP
23	114	PIECE	COR. GI SHEET x12', G.24	30 days upon receipt of NTP
24	2	PIECE	GI PLAIN SHEET x12', G.22	30 days upon receipt of NTP
25	1,317	PIECE	TEXT SCREW 2"	30 days upon receipt of NTP
26	10	SET	WATER CLOSET, PAIL TYPE	30 days upon receipt of NTP
27	11	PIECE	FAUCET, BRONZE	30 days upon receipt of NTP
28	10	SET	FLOOR DRAIN 4"x4"	30 days upon receipt of NTP
29	35	PIECE	PVC PIPE 4" DIA., x10', S1000	30 days upon receipt of NTP
30	16	PIECE	PVC ELBOW 45, 4"	30 days upon receipt of NTP
31	16	PIECE	PVC WYE 4"	30 days upon receipt of NTP
32	4	PIECE	PVC TEE 4"	30 days upon receipt of NTP
33	3	PIECE	PVC CLEAN OUT 4"	30 days upon receipt of NTP
34	8	PIECE	PVC WYE REDUCER 4"x2"	30 days upon receipt of NTP
35	31	PIECE	PVC PIPE 2"DIA. x 10'	30 days upon receipt of NTP
36	16	PIECE	PVC ELBOW 45, 2"	30 days upon receipt of NTP
37	16	PIECE	PVC WYE 2"	30 days upon receipt of NTP
38	45	PIECE	BLUE PVC 1/2"DIA.,x10'	30 days upon receipt of NTP
39	42	PIECE	BLUE PVC TEE 1/2"	30 days upon receipt of NTP
40	42	PIECE	BLUE PVC ELBOW 1/2"	30 days upon receipt of NTP
41	42	PIECE	BLUE PVC COUPLING 1/2"	30 days upon receipt of NTP
42	16	PIECE	BLUE PVC FEMALE ADAPTOR 1/2"	30 days upon receipt of NTP
43	5	PIECE	GATE VALVE 1/2	30 days upon receipt of NTP
44	2	QUART	CEMENT SOLVENT	30 days upon receipt of NTP
45	7	ROLL	TEFLON TAPE	30 days upon receipt of NTP
46	33	GALLON	LATEX PAINT (FLAT)	30 days upon receipt of NTP
47	8	GALLON	LATEX PAINT (SEMI-GLOSS)	30 days upon receipt of NTP
48	36	BAG	BORAL 20KG	30 days upon receipt of NTP
49	1	LITER	TINTING COLOR (RAW SIENNA)	30 days upon receipt of NTP
50	3	GALLON	EPOXY PRIMER (GRAY)	30 days upon receipt of NTP
51	3	GALLON	EPOXY REDUCER	30 days upon receipt of NTP
52	3	PIECE	BABY ROLLER 4"	30 days upon receipt of NTP
53	3	PIECE	PAINT BRUSH 4"	30 days upon receipt of NTP
54	3	GALLON	PAINT THINNER	30 days upon receipt of NTP
55	4	BOX	THHN STRANDED WIRE 2.0 SQ.MM., @150M/BOX	30 days upon receipt of NTP
56	27	PIECE	LED LIGHT BULB (15WATTS, 1500 LUMEN OUTPUT, DAYLIGHT)	30 days upon receipt of NTP
57	27	PIECE	CEILING RECEPTACLE 3 1/2", E27	30 days upon receipt of NTP
58	9	SET	SWITCH (TWO GANG)	30 days upon receipt of NTP
59	5	SET	SWITCH (ONE GANG)	30 days upon receipt of NTP
60	15	PIECE	ELECTRICAL TAPE (BIG)	30 days upon receipt of NTP

61	3	ROLL	FLEXIBLE HOSE (ORANGE, ½”, @50M/ROLL	30 days upon receipt of NTP
62	76	SET	JUNCTION BOX W/ COVER AND SCREW	30 days upon receipt of NTP
63	40	SET	UTILITY BOX, DEEP TYPE	30 days upon receipt of NTP
64	44	PIECE	PLYWOOD ¾”, ORDINARY	30 days upon receipt of NTP
65	42	PIECE	PLYWOOD ¼”, ORDINARY	30 days upon receipt of NTP
66	84	PIECE	GOOD LUMBER 2x2x12	30 days upon receipt of NTP
67	8	KG	CWN 2 ½”	30 days upon receipt of NTP
68	2	KG	ROOF NAIL	30 days upon receipt of NTP
69	1	GALLON	ROOF SEALANT	30 days upon receipt of NTP
70	3	PIECE	LAVATORY BASIN (WALL HANG, CERAMIC)	30 days upon receipt of NTP
71	4	PIECE	NELTEX 400CC (CEMENT SOLVENT)	30 days upon receipt of NTP
72	16	PIECE	PVC TEE 2”-4”	30 days upon receipt of NTP
73	20	PIECE	PVC ELBOW 90° 4”	30 days upon receipt of NTP
74	20	PIECE	PVC ELBOW 90° 2”	30 days upon receipt of NTP
75	16	PIECE	PVC TEE 2”	30 days upon receipt of NTP
76	6	PIECE	PVC TEE 4”	30 days upon receipt of NTP
77	6	PIECE	PVC WYE 2”-4”	30 days upon receipt of NTP
78	3	PIECE	PVC CLEAN OUT 2”	30 days upon receipt of NTP
79	3	PIECE	PVC CLEAN OUT 4”	30 days upon receipt of NTP
80	6	PIECE	PVC SANITARY ELBOW 4”	30 days upon receipt of NTP
81	8	PIECE	P-TRAP 2”	30 days upon receipt of NTP
82	5	PIECE	NELTEX 200CC (PVC PIPE CEMENT)	30 days upon receipt of NTP
83	10	SET	DOOR 90CM x 210CM W/ JAMB	30 days upon receipt of NTP
84	4	SET	PVC DOOR 70CM x 210CM W/ JAMB & LOUVER	30 days upon receipt of NTP
85	10	PIECE	SLIDING DOOR, ALUMINUM, 120CM x 100CM	30 days upon receipt of NTP
86	4	PIECE	AWNING WINDOW, 40CM x 40CM	30 days upon receipt of NTP
87	30	PIECE	HEAVY DUTY HINGES 2 ½” W/ SCREW	30 days upon receipt of NTP
88	12	PIECE	HEAVY DUTY HINGES 2” W/ SCREW	30 days upon receipt of NTP
89	6	TIN	LATEX PAINT (SEMI-GLOSS)	30 days upon receipt of NTP
90	5	PIECE	ROLLER 9”	30 days upon receipt of NTP
91	5	PIECE	PAINT BRUSH 3”	30 days upon receipt of NTP
92	5	PIECE	PAINT PAN, PVC	30 days upon receipt of NTP
93	1	SET	PANEL BOARD, BOLT-ON, 2 WIRE + GROUND (1 MAIN + 10 BRANCH) 1-100AT/100AF/2P/30KAIC/MCB 2-15AMP CIRCUIT BREAKER, 2	30 days upon receipt of NTP

			POLE 5-20 AMP CIRCUIT BREAKER, 2 POLE 3-30 AMP CIRCUIT BREAKER, 2 POLE	
94	100	METER	THHN STRANDED WIRE 30SQ. MM	30 days upon receipt of NTP
95	50	BOX	THHN STRANDED WIRE 8.0SQ. MM, @150M/BOX	30 days upon receipt of NTP
96	3	BOX	THHN STRANDED WIRE 3.5SQ. MM, @150M/BOX	30 days upon receipt of NTP
97	1	PIECE	RSC/RMC 1" @3M/ PIECE	30 days upon receipt of NTP
98	1	PIECE	RSC/RMC ENTRANCE CAP 1"	30 days upon receipt of NTP
99	1	SET	BUSHING & LOCK NUT 1"	30 days upon receipt of NTP
100	3	SET	RIGID CONDUIT TWO-HOLE U- STRAP CLAMP W/ SCREW, 1"	30 days upon receipt of NTP
101	1	PIECE	GROUNDING ROD	30 days upon receipt of NTP
102	32	PIECE	LED DOWNLIGHT (18W, 1500 LUMEN OUTPUT, DAYLIGHT)	30 days upon receipt of NTP
103	5	PIECE	LED DOWNLIGHT (15W, 1300 LUMEN OUTPUT, WARMWHITE)	30 days upon receipt of NTP
104	26	SET	UNIVERSAL OUTLET (DUPLEX)	30 days upon receipt of NTP
105	100	PIECE	U PVC PIPE 1/2"	30 days upon receipt of NTP
106	60	PIECE	U PVC PIPE ORANGE, 1/2", @ 3M/PIECE	30 days upon receipt of NTP
107	1	SET	CIRCUIT BREAKER IN NEMA 3R ENCLOSURE, 20AMP	30 days upon receipt of NTP
108	3	SET	ACU (WINDOW TYPE, 1.0HP, INCLUDES INSTALLATION)	30 days upon receipt of NTP

CONFORME:

Name of Company in Print

Signature over Printed Name of Authorized Representative

Date



Republic of the Philippines
 Department of Justice
BUREAU OF CORRECTIONS
SABLAYAN PRISON AND PENAL FARM
 Malisbong, Sablayan, Occidental Mindoro
 5104



Section VII. Technical Specifications

For the SUPPLY & DELIVERY OF MATERIALS FOR THE CONSTRUCTION OF ADMIN BUILDING AND PDL DORMITORY AT SIBURAN- 1LOT (REBID)

Item No.	Quantity	UOM	Specifications	Statement of Compliance <i>Bidders must state here either "Comply" or "Not Comply"</i>
1	882	BAG	CEMENT	
2	84	CU.M.	FINE SAND	
3	43	CU.M.	GRAVEL ¾	
4	42	PIECE	1/2x4x8 PHENOLIC BOARD	
5	186	PIECE	2x2x12 COCO LUMBER	
6	59	PIECE	2x3x12 COCO LUMBER	
7	8	KGS	CONCRETE NAIL 3"	
8	16	KGS	CWN 4"	
9	25	KGS	CWN 3"	
10	16	KGS	CWN 2"	
11	118	PIECE	ROUND BAR 16MM x 6M	
12	293	PIECE	DEFORMED BAR 12MM x 6M	
13	798	PIECE	DEFORMED BAR 10MM x 6M	
14	17	PIECE	CUTTING DISC 4"	
15	8	PIECE	CUTTING DISC 12" (CUT OFF DISC)	
16	203	KG	GI TIE WIRE #16	
17	424	PIECE	CHB 5"	
18	6,459	PIECE	CHB 4"	
19	1	SET	PILLOW BLOCK BEARING 16MM	

20	61	PIECE	ANGLE BAR 50MM x 50MM x 6MM x 6M	
21	67	PIECE	C-PURLINS 2"x3"x1.5MM	
22	33	KG	WELDING ROD ELECTRODE NO.6011	
23	114	PIECE	COR. GI SHEET x12', G.24	
24	2	PIECE	GI PLAIN SHEET x12', G.22	
25	1,317	PIECE	TEXT SCREW 2"	
26	10	SET	WATER CLOSET, PAIL TYPE	
27	11	PIECE	FAUCET, BRONZE	
28	10	SET	FLOOR DRAIN 4"x4"	
29	35	PIECE	PVC PIPE 4" DIA., x10', S1000	
30	16	PIECE	PVC ELBOW 45, 4"	
31	16	PIECE	PVC WYE 4"	
32	4	PIECE	PVC TEE 4"	
33	3	PIECE	PVC CLEAN OUT 4"	
34	8	PIECE	PVC WYE REDUCER 4"x2"	
35	31	PIECE	PVC PIPE 2"DIA. x 10'	
36	16	PIECE	PVC ELBOW 45, 2"	
37	16	PIECE	PVC WYE 2"	
38	45	PIECE	BLUE PVC ½"DIA.,x10'	
39	42	PIECE	BLUE PVC TEE ½"	
40	42	PIECE	BLUE PVC ELBOW ½"	
41	42	PIECE	BLUE PVC COUPLING ½"	
42	16	PIECE	BLUE PVC FEMALE ADAPTOR ½"	
43	5	PIECE	GATE VALVE 1/2	
44	2	QUART	CEMENT SOLVENT	
45	7	ROLL	TEFLON TAPE	
46	33	GALLON	LATEX PAINT (FLAT)	
47	8	GALLON	LATEX PAINT (SEMI-GLOSS)	
48	36	BAG	BORAL 20KG	
49	1	LITER	TINTING COLOR (RAW SIENNA)	
50	3	GALLON	EPOXY PRIMER (GRAY)	
51	3	GALLON	EPOXY REDUCER	
52	3	PIECE	BABY ROLLER 4"	
53	3	PIECE	PAINT BRUSH 4"	
54	3	GALLON	PAINT THINNER	
55	4	BOX	THHN STRANDED WIRE 2.0 SQ.MM., @ 150M/BOX	
56	27	PIECE	LED LIGHT BULB (15WATTS, 1500 LUMEN OUTPUT, DAYLIGHT)	
57	27	PIECE	CEILING RECEPTACLE 3 ½", E27	
58	9	SET	SWITCH (TWO GANG)	
59	5	SET	SWITCH (ONE GANG)	
60	15	PIECE	ELECTRICAL TAPE (BIG)	
61	3	ROLL	FLEXIBLE HOSE (ORANGE, ½",	

			@50M/ROLL	
62	76	SET	JUNCTION BOX W/ COVER AND SCREW	
63	40	SET	UTILITY BOX, DEEP TYPE	
64	44	PIECE	PLYWOOD ¾", ORDINARY	
65	42	PIECE	PLYWOOD ¼", ORDINARY	
66	84	PIECE	GOOD LUMBER 2x2x12	
67	8	KG	CWN 2 ½"	
68	2	KG	ROOF NAIL	
69	1	GALLON	ROOF SEALANT	
70	3	PIECE	LAVATORY BASIN (WALL HANG, CERAMIC)	
71	4	PIECE	NELTEX 400CC (CEMENT SOLVENT)	
72	16	PIECE	PVC TEE 2"-4"	
73	20	PIECE	PVC ELBOW 90° 4"	
74	20	PIECE	PVC ELBOW 90° 2"	
75	16	PIECE	PVC TEE 2"	
76	6	PIECE	PVC TEE 4"	
77	6	PIECE	PVC WYE 2"-4"	
78	3	PIECE	PVC CLEAN OUT 2"	
79	3	PIECE	PVC CLEAN OUT 4"	
80	6	PIECE	PVC SANITARY ELBOW 4"	
81	8	PIECE	P-TRAP 2"	
82	5	PIECE	NELTEX 200CC (PVC PIPE CEMENT)	
83	10	SET	DOOR 90CM x 210CM W/ JAMB	
84	4	SET	PVC DOOR 70CM x 210CM W/ JAMB & LOUVER	
85	10	PIECE	SLIDING DOOR, ALUMINUM, 120CM x 100CM	
86	4	PIECE	AWNING WINDOW, 40CM x 40CM	
87	30	PIECE	HEAVY DUTY HINGES 2 ½" W/ SCREW	
88	12	PIECE	HEAVY DUTY HINGES 2" W/ SCREW	
89	6	TIN	LATEX PAINT (SEMI-GLOSS)	
90	5	PIECE	ROLLER 9"	
91	5	PIECE	PAINT BRUSH 3"	
92	5	PIECE	PAINT PAN, PVC	
93	1	SET	PANEL BOARD, BOLT-ON, 2 WIRE + GROUND (1 MAIN + 10 BRANCH) 1-100AT/100AF/2P/30KAIC/MCB 2-15AMP CIRCUI BREAKER, 2 POLE 5-20 AMP CIRCUIT BREAKER, 2 POLE 3-30 AMP CIRCUIT BREAKER, 2 POLE	
94	100	METER	THHN STRANDED WIRE 30SQ. MM	
95	50	BOX	THHN STRANDED WIRE 8.0SQ. MM, @ 150M/BOX	
96	3	BOX	THHN STRANDED WIRE 3.5SQ. MM, @ 150M/BOX	

97	1	PIECE	RSC/RMC 1" @3M/ PIECE	
98	1	PIECE	RSC/RMC ENTRANCE CAP 1"	
99	1	SET	BUSHING & LOCK NUT 1"	
100	3	SET	RIGID CONDUIT TWO-HOLE U-STRAP CLAMP W/ SCREW, 1"	
101	1	PIECE	GROUNDING ROD	
102	32	PIECE	LED DOWNLIGHT (18W, 1500 LUMEN OUTPUT, DAYLIGHT)	
103	5	PIECE	LED DOWNLIGHT (15W, 1300 LUMEN OUTPUT, WARMWHITE)	
104	26	SET	UNIVERSAL OUTLET (DUPLEX)	
105	100	PIECE	U PVC PIPE ½"	
106	60	PIECE	U PVC PIPE ORANGE, ½", @ 3M/PIECE	
107	1	SET	CIRCUIT BREAKER IN NEMA 3R ENCLOSURE, 20AMP	
108	3	SET	ACU (WINDOW TYPE, 1.0HP, INCLUDES INSTALLATION)	

Name of Company

Signature over Printed Name

Date



Republic of the Philippines
Department of Justice
BUREAU OF CORRECTIONS
SABLAYAN PRISON AND PENAL FARM
Malisbong, Sablayan, Occidental Mindoro
5104



Section VIII. Checklist of Technical and Financial Documents

For the SUPPLY & DELIVERY OF MATERIALS FOR THE CONSTRUCTION OF ADMIN BUILDING AND PDL DORMITORY AT SIBURAN- 1LOT (REBID)

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

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

Technical Documents

- ☐ (f) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- ☐ (g) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**

- ☐ (h) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
or
Original copy of Notarized Bid Securing Declaration; **and**
- ☐ (i) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- ☐ (j) Original duly signed Omnibus Sworn Statement (OSS);
and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- ☐ (k) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
- ☐ (l) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);
or
A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

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

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

- ☐ (n) *[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
- ☐ (o) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

25 FINANCIAL COMPONENT ENVELOPE

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

