

# **PHILIPPINE BIDDING DOCUMENTS**

(As Harmonized with Development Partners)

**Supply & Delivery of Materials for the  
Construction of PDL Visiting Hall and  
Conjugal Area at Pasugui Sub-Prison-  
1 Lot**

Government of the Republic of the Philippines

**Sixth Edition  
July 2020**

# Preface

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

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

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

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

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

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

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# *Glossary of Acronyms, Terms, and Abbreviations*

**ABC** – Approved Budget for the Contract.

**BAC** – Bids and Awards Committee.

**Bid** – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as *Proposal* and *Tender*. (2016 revised IRR, Section 5[c])

**Bidder** – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

**Bidding Documents** – The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

**Consulting Services** – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

**CDA** - Cooperative Development Authority.

**Contract** – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

**DDP** – Refers to the quoted price of the Goods, which means “delivered duty paid.”

**DTI** – Department of Trade and Industry.

**EXW** – Ex works.

**FCA** – “Free Carrier” shipping point.

**FOB** – “Free on Board” shipping point.

**Foreign-funded Procurement or Foreign-Assisted Project**– Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

**Framework Agreement** – Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as “Call-Offs,” are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)

**GFI** – Government Financial Institution.

**GOCC** – Government-owned and/or –controlled corporation.

**Goods** – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term “related” or “analogous services” shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

**Infrastructure Projects** – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

**PhilGEPS** - Philippine Government Electronic Procurement System.

**Procurement Project** – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

**Supplier** – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 3.8 of GPPB Resolution No. 13-2019, dated 23 May 2019). Supplier as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.

**UN** – United Nations.

## ***Section I. Invitation to Bid***

### **Notes on the Invitation to Bid**

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria (*e.g.*, the application of a margin of preference in bid evaluation).

The IB should be incorporated in the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.





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



## **Supply & Delivery of Materials for the Construction of PDL Visiting Hall and Conjugal Area at Pasugui Sub-Prison- 1 Lot**

1. The **Sablayan Prison and Penal Farm**, through the **General Appropriations Act of F.Y. 2024** intends to apply the sum of **One Million Forty-Nine Thousand Nine Hundred Thirty-Two Pesos only (₱1,049,932.00)** being the ABC to payments under the contract for **Supply & Delivery of Materials for the Construction of PDL Visiting Hall and Conjugal Area at Pasugui Sub-Prison 1-Lot**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **Sablayan Prison and Penal Farm**, now invites bids for the above Procurement Project. Delivery of the Goods is required **within 30 days** from the receipt of Notice to Proceed (NTP) and Contract Agreement. Bidders should have completed, within the last two (2) years from the date of submission and receipt of bids, a contract similar to the Project equivalent to at least twenty-five percent (25%) of the ABC. 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 nondiscretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

4. Prospective Bidders may obtain further information from **Sablayan Prison and Penal Farm BAC Secretariat** using the contact below and inspect the Bidding Documents at the address given below during **Monday to Friday from 8:00am to 5:00pm**.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **October 10, 2024 8:00am - 5:00pm to October 23, 2024 8:00am – 8:55am** from the given address and website(s) below. It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity [www.bucor.gov.ph](http://www.bucor.gov.ph), provided that Bidders shall pay the applicable fee of **One Thousand (₱1,000.00) Pesos Only** for the Bidding Documents not later than the submission of their bids. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person.

6. The *Sablayan Prison and Penal Farm* will hold a Pre-Bid Conference<sup>1</sup> on *9:00am, October 10, 2024* at *SPPF BAC Office*, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **October 23, 2024 @ 8:55am**. 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 **October 23, 2024@ 9:00am** at the SPPF BAC Office Administration Building, Sablayan Prison and Penal Farm. 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:  
  
**CTSO2 ARNULFO A JACINTO**  
Office of the BAC Secretariat  
Sablayan Prison and Penal Farm  
Abuyog, Leyte  
CP # 09173075068  
Email: sppfbacsec.bucor.gov.ph@gmail.com
11. You may visit the following websites:  
For downloading of Bidding Documents: [www.bucor.gov.ph/www.philgeps.gov.ph](http://www.bucor.gov.ph/www.philgeps.gov.ph)

Date of Issue: **October 10, 2024**

  
**CCINSP DIOMEDES C DADOR JR.**  
BAC Chairperson

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<sup>1</sup>May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a Pre-Bid Conference.

## ***Section II. Instructions to Bidders***

### **Notes on the Instructions to Bidders**

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

## 1. Scope of Bid

The Procuring Entity, **Sablayan Prison and Penal Farm** wishes to receive Bids for the **Supply & Delivery of Materials for the Construction of PDL Visiting Hall and Conjugal Area at Pasugui Sub-Prison-1 Lot** under a Framework Agreement, with identification number **SPPF Bid 2024-004**.

The Procurement Project for **Supply & Delivery of Materials for the Construction of PDL Visiting Hall and Conjugal Area at Pasugui Sub-Prison-1 Lot** (referred to herein as “Project”) is composed of **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 **CY 2024** in the amount of **Supply & Delivery of Materials for the Construction of PDL Visiting Hall and Conjugal Area at Pasugui Sub-Prison-1 Lot (₱1,049,932.00)**.

2.2. The source of funding is:

a. NGA, the National 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 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 is not allowed to 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 at least twenty-five percent (25%) of the ABC.

5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

## **6. Origin of Goods**

There is no restriction on the origin of goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN, subject to Domestic Preference requirements under **ITB** Clause 18.

## **7. Subcontracts**

Subcontracting is not allowed.

## **8. Pre-Bid Conference**

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address *{[insert if applicable]}* and/or through videoconferencing/webcasting} as indicated in paragraph 6 of the **IB**.

## **9. Clarification and Amendment of Bidding Documents**

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

## **10. Documents comprising the Bid: Eligibility and Technical Components**

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within **two (2) years** prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

## **11. Documents comprising the Bid: Financial Component**

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

## **12. Bid Prices**

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
  - a. For Goods offered from within the Procuring Entity's country:
    - i. The price of the Goods quoted EXW (ex-works, ex-factory, exwarehouse, ex-showroom, or off-the-shelf, as applicable);
    - ii. The cost of all customs duties and sales and other taxes already paid or payable;

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

### **13. Bid and Payment Currencies**

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

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

### **14. Bid Security**

14.1. The Bidder shall submit a Bid Securing Declaration<sup>1</sup> 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 **April 5, 2023**. 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.

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<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 or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

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

## **16. Deadline for Submission of Bids**

16.1. The Bidders shall submit on the specified date and time and either at its physical address 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 evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.

19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the



2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

19.4. The Project shall be awarded as One Project having several items that shall be awarded as one contract.

19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

## **20. Post-Qualification**

20.1. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the BDS.

## **21. Signing of the Contract**

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

## ***Section III. Bid Data Sheet***

### **Notes on the Bid Data Sheet**

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

- a. Information that specifies and complements provisions of the ITB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

## Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: <ol style="list-style-type: none"> <li>a. <b><i>Construction Materials</i></b></li> <li>b. Completed within the last two (2) years prior to the deadline for the submission and receipt of bids.</li> </ol>
7.1	Subcontracting is not allowed
12	The price of the Goods shall be quoted in Philippine Peso
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: <ol style="list-style-type: none"> <li>a. The amount of not less than <b><u>₱209,986.4</u></b> (2% of ABC) if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than <b><u>₱524,966.00</u></b> (5% of ABC) if bid security is in Surety Bond.</li> </ol>
19.3	One Project having several items that shall be awarded as one contract.
20.2	The Winning Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS).
21.2	The winning bidder shall post the required Performance Security and enter into contract with the Procuring Entity within ten (10) calendar days from receipt by the winning bidder of the Notice of Award.

## ***Section IV. General Conditions of Contract***

### **Notes on the General Conditions of Contract**

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract.

## 1. Scope of Contract

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

Additional requirements for the completion of this Contract shall be provided in the **Special Conditions of Contract (SCC)**.

## 2. Advance Payment and Terms of Payment

2.1. Advance payment of the contract amount is provided under Annex “D” of the revised 2016 IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

## 3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the **performance security** in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184

## 4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

## **5. Warranty**

6.1. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.

6.2. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

## **6. Liability of the Supplier**

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

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

## ***Section V. Special Conditions of Contract***

### **Notes on the Special Conditions of Contract**

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

## Special Conditions of Contract

GCC Clause	
1	<p>The project site is at:</p> <p style="text-align: center;"><b>Sablayan Prison and Penal Farm</b></p> <p style="text-align: center;"><b>Malisbong, Sablayan, Occidental</b></p> <p><b>Mindoro</b></p> <p>Contact Person:</p> <p style="text-align: center;"><b>CO3 ZANDER N RAMOS</b></p> <p style="text-align: center;"><b>Chief, Supply Section</b></p>
2	<p>The payment shall be done on a Monthly basis upon submission of the Fuel and Lubricant Provider of its statement of account/billing statement subject to the validation of details (i.e. cut-off date, due dates and others) as provided in the contract.</p> <p>Without precluding future operational adjustments, to facilitate processing of claims for payment for fuel and lubricants supplied and withdrawn through gas slip system, the Fuel and Lubricant Provider must have a Single Invoice System for LRP's monthly purchases.</p>
3	<p>Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.</p>



## *Section VI. Schedule of Requirements*

### LOT 1- REPAIR AND RENOVATION

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site. State “Comply” or “Not Comply” to the Statement of Compliance.

<b>Item No.</b>	<b>Description</b>	<b>Quantity</b>	<b>Total</b>	<b>Delivered, Weeks/Months</b>
1)	PORTLAND CEMENT	375	108,750	30 DAYS UPON RECEIPT OF NTP
2)	SAND	50	32,500	30 DAYS UPON RECEIPT OF NTP
3)	GRAVEL	20	16,800	30 DAYS UPON RECEIPT OF NTP
4)	9MM REBAR	140	16,800	
5)	½ PHENOLIC BOARD	2	1,700	30 DAYS UPON RECEIPT OF NTP
6)	2”X2”10’ GOOD LUMBER	83	18,260	30 DAYS UPON RECEIPT OF NTP
7)	3” CWN	5	500	30 DAYS UPON RECEIPT OF NTP
8)	2”CWN	15	1,500	30 DAYS UPON RECEIPT OF NTP
9)	TIE WIRE #16	55	7,425	
10)	CHB 4”	2700	43,200	30 DAYS UPON RECEIPT OF NTP
11)	GL PIPE 4” SCH 40 (COLUMNS)	10	61,600	30 DAYS UPON RECEIPT OF NTP
12)	1.5” X 1.5” X 5mm ANGLE BAR (ROOF BEAM)	75	82,500	30 DAYS UPON RECEIPT OF NTP
13)	WELDED STEEL MATTING (5mm)	38	37,430	30 DAYS UPON RECEIPT OF NTP
14)	¼” MARINE PLYWOOD (DOOR)	80	52,000	30 DAYS UPON RECEIPT OF NTP
15)	1.5” FINISHING NAIL	10	1,200	30 DAYS UPON RECEIPT OF NTP
16)	DOOR KNOB	15	6,750	30 DAYS UPON RECEIPT OF NTP
17)	2”X3” DOOR HINGES	45	4,500	30 DAYS UPON RECEIPT OF NTP
18)	CUTTING DISC 4”	40	2,000	30 DAYS UPON RECEIPT OF NTP

19)	ORDINARY WELDING ROD	125	15,000	30 DAYS UPON RECEIPT OF NTP
20)	RIB TYPE ROOFING 16' X .5mm x 1m EFFECTIVE WIDTH	54	106,650	30 DAYS UPON RECEIPT OF NTP
21)	2"X 3"X 1.2mm C-PURLINS	65	51,025	30 DAYS UPON RECEIPT OF NTP
22)	12mm INSULATORS FOAM (50m)	3	13,500	30 DAYS UPON RECEIPT OF NTP
23)	RIDGE ROLL .5mm	13	5,460	30 DAYS UPON RECEIPT OF NTP
24)	3" TEKSCREW (METAL)	2500	8,750	30 DAYS UPON RECEIPT OF NTP
25)	2" TEKSCREW (METAL)	1000	3,000	30 DAYS UPON RECEIPT OF NTP
26)	FLAT LATEX (WHITE)	1	3,000	30 DAYS UPON RECEIPT OF NTP
27)	SEMI GLOSS LATEX (OFF WHITE)	2	6,400	30 DAYS UPON RECEIPT OF NTP
28)	QDE PAINT (OFF WHITE)	1	3,200	30 DAYS UPON RECEIPT OF NTP
29)	QDE PAINT (BLACK)	1	3,200	30 DAYS UPON RECEIPT OF NTP
30)	FLAT WALL ENAMEL (WHITE)	2	2,200	30 DAYS UPON RECEIPT OF NTP
31)	GRAY OXIDE PAINT	6	4,320	30 DAYS UPON RECEIPT OF NTP
32)	PAINT THINNER	8	4,800	30 DAYS UPON RECEIPT OF NTP
33)	NUETRALIZER	5	2,550	30 DAYS UPON RECEIPT OF NTP
34)	SKIMCOAT	5	2,500	30 DAYS UPON RECEIPT OF NTP
35)	MESH TAPE	5	600	30 DAYS UPON RECEIPT OF NTP
36)	SANDING PAPER #120	40	2,000	30 DAYS UPON RECEIPT OF NTP
37)	SANDING PAPER #100	40	2,000	30 DAYS UPON RECEIPT OF NTP
38)	PAINT ROLLER 7"	10	1,200	30 DAYS UPON RECEIPT OF NTP
39)	PAINT ROLLER 4"	10	1,000	30 DAYS UPON RECEIPT OF NTP
40)	1/2" MARINE PLYWOOD (PARTITION)	166	130,310	30 DAYS UPON RECEIPT OF NTP

41)	2"X3"1.2mm METAL STUDS	130	45,500	30 DAYS UPON RECEIPT OF NTP
42)	METAL FURRING	65	9,750	30 DAYS UPON RECEIPT OF NTP
43)	CARRYING CHANNEL	35	5,250	30 DAYS UPON RECEIPT OF NTP
44)	WALL ANGLE	60	4,500	30 DAYS UPON RECEIPT OF NTP
45)	CONCRETE NAIL 1.5"	10	1,200	30 DAYS UPON RECEIPT OF NTP
46)	BLACK SCREW 1.5" (WOOD)	3500	7,000	30 DAYS UPON RECEIPT OF NTP
47)	BLACK SCREW 1.5" (METAL)	1000	2,000	30 DAYS UPON RECEIPT OF NTP
48)	BLIND RIVETS ½ X 1/8	8	3,600	30 DAYS UPON RECEIPT OF NTP
49)	WATER CLOSET (PAIL TYPE)	2	3,140	30 DAYS UPON RECEIPT OF NTP
50)	SHOWERHEAD	2	1,300	30 DAYS UPON RECEIPT OF NTP
51)	LAVATORY	2	4,000	30 DAYS UPON RECEIPT OF NTP
52)	½" GL FAUCET	2	640	30 DAYS UPON RECEIPT OF NTP
53)	1/2" PVC BLUE PIPE	15	2,250	30 DAYS UPON RECEIPT OF NTP
54)	1/2" PVC ELBOW	15	375	30 DAYS UPON RECEIPT OF NTP
55)	1/2" PVC TEE	10	250	30 DAYS UPON RECEIPT OF NTP
56)	1/2" FEMALE ADAPTOR	4	100	30 DAYS UPON RECEIPT OF NTP
57)	2" PVC PIPE	10	3,150	30 DAYS UPON RECEIPT OF NTP
58)	2" PVC ELBOW	10	550	30 DAYS UPON RECEIPT OF NTP
59)	2" PVC TEE	8	600	30 DAYS UPON RECEIPT OF NTP
60)	2" PVC ELBOW 45 DEG	8	440	30 DAYS UPON RECEIPT OF NTP
61)	1/2" PVC ELBOW THREADED	10	250	30 DAYS UPON RECEIPT OF NTP
62)	PVC PIPE 4"	8	7,200	30 DAYS UPON RECEIPT OF NTP

63)	PVC ELBOW 4"	6	1020	30 DAYS UPON RECEIPT OF NTP
64)	PVC ELBOW 45DEG 4"	6	1,020	30 DAYS UPON RECEIPT OF NTP
65)	½" GATE VALVE	1	250	30 DAYS UPON RECEIPT OF NTP
66)	TEFLON	20	400	30 DAYS UPON RECEIPT OF NTP
67)	VULCASEAL	2	900	30 DAYS UPON RECEIPT OF NTP
68)	SOLVENT (400cc)	6	1,920	30 DAYS UPON RECEIPT OF NTP
69)	CLEANOUT 4"	2	280	30 DAYS UPON RECEIPT OF NTP
70)	16" ORBIT CEILING FAN	14	28,000	30 DAYS UPON RECEIPT OF NTP
71)	LED LIGHT BULB 20W	22	8,580	30 DAYS UPON RECEIPT OF NTP
72)	RECEPTACLE	22	1,122	30 DAYS UPON RECEIPT OF NTP
73)	#14 THHN WIRE	2	7,840	30 DAYS UPON RECEIPT OF NTP
74)	#12 THHN WIRE	2	10,080	30 DAYS UPON RECEIPT OF NTP
75)	FLEXIBLE HOSE (50m)	5	4,200	30 DAYS UPON RECEIPT OF NTP
76)	UTILITY BOX	45	2,250	30 DAYS UPON RECEIPT OF NTP
77)	JUNCTION BOX	40	3,000	30 DAYS UPON RECEIPT OF NTP
78)	CIRCUIT BREAKER (60Amps)	1	725	30 DAYS UPON RECEIPT OF NTP
79)	CIRCUIT BREAKER (40Amps)	4	2,400	30 DAYS UPON RECEIPT OF NTP
80)	2 GANG OUTLET	20	4,200	30 DAYS UPON RECEIPT OF NTP
81)	1 GANG OUTLET	10	1,400	30 DAYS UPON RECEIPT OF NTP
82)	2 GANG SWITCH	2	370	30 DAYS UPON RECEIPT OF NTP
83)	3 GANG SWITCH	2	550	30 DAYS UPON RECEIPT OF NTP
84)	PVC SOLVENT 200 cc	6	1,500	30 DAYS UPON RECEIPT OF NTP

85)	ELECTRICAL TAPE	8	600	30 DAYS UPON RECEIPT OF NTP
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The quantity/units is for bidding purposes only. In the actual implementation of the contract, the quantity units that may be required may increase/ decrease as the need arises (but not to exceed base on the Approved Budget of the Contract).

I/We hereby commit to comply and deliver all the above requirements in accordance with the above stated schedule.

\_\_\_\_\_  
Name of Company in Print

\_\_\_\_\_  
Signature over Printed Name of Authorized Representative

## ***Section VII. Technical Specifications***

### **Notes for Preparing the Technical Specifications**

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying their Bids. In the context of Competitive Bidding, the specifications (*e.g.* production/delivery schedule, manpower requirements, and after-sales service/parts, descriptions of the lots or items) must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of transparency, equity, efficiency, fairness, and economy in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

#### **Sample Clause: Equivalency of Standards and Codes**

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words “*or at least equivalent.*” References to brand names cannot be used when the funding source is the GOP.

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.

## Technical Specifications

INSTRUCTION: Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “**Comply**” or “**Not Comply**” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s unamended 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 Bidders 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 ITB Clause 3.1(a)(ii) and/or GCC Clause 2.1(a)(ii).

### LOT 1

Item	Specification	Statement of Compliance
1	PORTLAND CEMENT	
2	SAND	
3	GRAVEL	
4	9MM REBAR	
5	½ PHENOLIC BOARD	
6	2”X2”10’ GOOD LUMBER	
7	3” CWN	
8	2”CWN	
9	TIE WIRE #16	
10	CHB 4”	
11	GL PIPE 4” SCH 40 (COLUMNS)	
12	1.5” X 1.5” X 5mm ANGLE BAR (ROOF BEAM)	
13	WELDED STEEL MATTING (5mm)	
14	¼” MARINE PLYWOOD (DOOR)	
15	1.5” FINISHING NAIL	



16	DOOR KNOB	
17	2"X3" DOOR HINGES	
18	CUTTING DISC 4"	
19	ORDINARY WELDING ROD	
20	RIB TYPE ROOFING 16' X .5mm x 1m EFFECTIVE WIDTH	
21	2"X 3"X 1.2mm C-PURLINS	
22	12mm INSULATORS FOAM (50m)	
23	RIDGE ROLL .5mm	
24	3" TEKSCREW (METAL)	
25	2" TEKSCREW (METAL)	
26	FLAT LATEX (WHITE)	
27	SEMI GLOSS LATEX (OFF WHITE)	
28	QDE PAINT (OFF WHITE)	
29	QDE PAINT (BLACK)	
30	FLAT WALL ENAMEL (WHITE)	
31	GRAY OXIDE PAINT	
32	PAINT THINNER	
33	NUETRALIZER	
34	SKIMCOAT	
35	MESH TAPE	
36	SANDING PAPER #120	
37	SANDING PAPER #100	
38	PAINT ROLLER 7"	
39	PAINT ROLLER 4"	
40	1/2" MARINE PLYWOOD (PARTITION)	

41	2"X3"1.2mm METAL STUDS	
42	METAL FURRING	
43	CARRYING CHANNEL	
44	WALL ANGLE	
45	CONCRETE NAIL 1.5"	
46	BLACK SCREW 1.5" (WOOD)	
47	BLACK SCREW 1.5" (METAL)	
48	BLIND RIVETS ½ X 1/8	
49	WATER CLOSET (PAIL TYPE)	
50	SHOWERHEAD	
51	LAVATORY	
52	½" GL FAUCET	
53	1/2" PVC BLUE PIPE	
54	1/2" PVC ELBOW	
55	1/2" PVC TEE	
56	1/2" FEMALE ADAPTOR	
57	2" PVC PIPE	
58	2" PVC ELBOW	
59	2" PVC TEE	
60	2" PVC ELBOW 45 DEG	
61	1/2" PVC ELBOW THREADED	
61	PVC PIPE 4"	
62	PVC ELBOW 4"	
64	PVC ELBOW 45DEG 4"	
65	½" GATE VALVE	

66	TEFLON	
67	VULCASEAL	
68	SOLVENT (400cc)	
69	CLEANOUT 4"	
70	16" ORBIT CEILING FAN	
71	LED LIGHT BULB 20W	
72	RECEPTACLE	
73	#14 THHN WIRE	
74	#12 THHN WIRE	
75	FLEXIBLE HOSE (50m)	
76	UTILITY BOX	
77	JUNCTION BOX	
78	CIRCUIT BREAKER (60Amps)	
79	CIRCUIT BREAKER (40Amps)	
80	2 GANG OUTLET	
81	1 GANG OUTLET	
82	2 GANG SWITCH	
83	3 GANG SWITCH	
84	PVC SOLVENT 200 cc	
85	ELECTRICAL TAPE	

\_\_\_\_\_  
Name of Company in Print

\_\_\_\_\_  
Signature over Printed Name of Authorized Representative

## ***Section VIII. Checklist of Technical and Financial Documents***

### **Notes on the Checklist of Technical and Financial Documents**

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary “pass/fail” criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

# Checklist of Technical and Financial Documents

## 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 aftersales/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).

# ***IX. Bidding Forms***

COMPANY LETTERHEAD

## **Statement of ongoing government & private contracts**

**Supply & Delivery of Materials for the Construction of PDL Visiting Hall and Conjugal Area at Pasugui Sub-Prison 1-Lot**  
Bid Reference No.: **BIDSPPF2024 - 005**

Statement of all its ongoing government and or private contracts including contracts awarded but not yet started, if any whether similar or not similar in nature.

Name of Contract	Date of contract	Contract Duration	Owner's Name and Address	Kind of Goods	Amount of Contract	Value of Outstanding Contract

**CERTIFIED CORRECT:**

---

Name and Signature of Authorized Representative

---

Position

---

Date

COMPANY LETTERHEAD  
**Statement of Single Largest Completed Contract**

**Supply & Delivery of Materials for the Construction of PDL Visiting Hall and Conjugal Area at Pasugui Sub-Prison 1-Lot**

Bid Reference No.: **BIDSPPF2024-005**

Statement of Single (1) Largest Completed Contract of Similar in nature within the last two (2) years from the date of submission and receipt of bids amounting to at least twenty-five percent (25%) of the Approved Budget of the Contract (ABC)

Name of Contract	Date of contract	Contract Duration	Owner's Name and Address	Kind of Goods	Amount of Contract	Amount of completed contracts, adjusted by the Bidder to current prices using PSA's consumer price index, if necessary	Date of Delivery	end user's acceptance or official receipt(s) or sales invoice issued for the contract, (Attached Copy)

**CERTIFIED CORRECT:**

\_\_\_\_\_  
Name and Signature of Authorized Representative

\_\_\_\_\_  
Position

\_\_\_\_\_  
Date



COMPANY LETTERHEAD

**Supply & Delivery of Materials for the Construction of PDL Visiting Hall and Conjugal Area at Pasugui Sub-Prison 1-Lot**

Bid Reference No.: **BIDSPPF2024-005**

**Certificate of Net Financial Contracting Capacity**

(Please show figures at how you arrived at the NFCC)

This is to certify that our Net Financial Contracting Capacity (NFCC) is \_\_\_\_\_ (P \_\_\_\_\_) which is at least equal to the total ceiling price we are bidding. The amount is computed as follows: (Please show computation of NFCC)

$$\text{NFCC} = (\text{CA} - \text{CL}) (15) - \text{C}$$

Where:

- CA = Current Assets
- CL = Current Liabilities
- C = value of all outstanding or uncompleted portions of the Projects under going contracts, including awarded contracts Yet to be started coinciding with the contract for this Project

**NOTE:**

**The values of the bidder's current assets and current liabilities shall be based on the data submitted to the BIR, through its Electronic Filing and Payment System (EFPS). (Per GPPB Resolution No. 20-2013, July 13, 2013)**

**Latest Annual Tax Return must be attached to the NFCC computation** that was filed thru Electronic Filing and Payment Systems (EFPS) and must be duly validated with the tax payments made thereon for the preceding Tax Year be it on a calendar of fiscal year income per Revenue Regulations 3-2005

Issued this \_\_\_\_\_ day of \_\_\_\_\_ 2023

\_\_\_\_\_  
Name & Signature of Authorized Representative

\_\_\_\_\_  
Position

\_\_\_\_\_  
Date

COMPANY LETTERHEAD

**Supply & Delivery of Materials for the Construction of PDL Visiting Hall and Conjugal Area at Pasugui Sub-Prison 1-Lot**

Bid Reference No.: **BIDSPPF2024-005**

**REPUBLIC OF THE PHILIPPINES)**

**CITY OF \_\_\_\_\_) S.S.**

X-----X

**BID SECURING DECLARATION**

**Invitation to Bid: [Insert Reference number]**

**To: Sablayan Prison and Penal Farm**

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 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 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;
  - (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'S AUTHORIZED REPRESENTATIVE]*

*[Insert Signatory's Legal Capacity]*

Affiant

**SUBSCRIBED AND SWORN** to before me this \_\_\_ day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her *[insert type of government identification card used]*, with his/her photograph and signature appearing thereon, with no. \_\_\_\_\_ and his/her Community Tax Certificate No. \_\_\_\_\_ issued on \_\_\_ at \_\_\_\_\_.

Witness my hand and seal this \_\_\_ day of *[month]* *[year]*.

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. \_\_\_\_\_ *[date issued]*, *[place issued]*

IBP No. \_\_\_\_\_ *[date issued]*, *[place issued]*

Doc. No. \_\_\_\_\_

Page No. \_\_\_\_\_

Book No. \_\_\_\_\_

Series of \_\_\_\_\_

COMPANY LETTERHEAD

**Supply & Delivery of Materials for the Construction of PDL Visiting Hall and Conjugal Area at Pasugui Sub-Prison 1-Lot**  
Bid Reference No.: **BIDSPPF2024-005**

**Omnibus Sworn Statement**

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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 **Supply & Delivery of Materials for the Construction of PDL Visiting Hall and Conjugal Area at Pasugui Sub-Prison 1-Lot** 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 the **Supply & Delivery of Materials for the Construction of PDL Visiting Hall and Conjugal Area at Pasugui Sub-Prison 1-Lot**, 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;
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 following responsibilities as a Bidder:
  - a) Carefully examine all of the Bidding Documents;
  - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
  - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and

Inquire or secure Supplemental/Bid Bulletin(s) issued for the **Supply & Delivery of Materials for the Construction of PDL Visiting Hall and Conjugal Area at Pasugui Sub-Prison 1-Lot**

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.

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

\_\_\_\_\_  
Bidder's Representative/Authorized Signatory

**SUBSCRIBED AND SWORN** to before me this \_\_\_ day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her *[insert type of government identification card used]*, with his/her photograph and signature appearing thereon, with no. \_\_\_\_\_ and his/her Community Tax Certificate No. \_\_\_\_\_ issued on \_\_\_ at \_\_\_\_\_.

Witness my hand and seal this \_\_\_ day of *[month]* *[year]*.

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. \_\_\_\_\_ *[date issued]*, *[place issued]*

IBP No. \_\_\_\_\_ *[date issued]*, *[place issued]*

Doc. No. \_\_\_\_\_

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Series of \_\_\_\_\_

COMPANY LETTERHEAD

**Supply & Delivery of Materials for the Construction of PDL Visiting Hall and Conjugal Area at Pasugui Sub-Prison 1-Lot**

Bid Reference No.: **BIDSPPF2024-005**

**Bid Form**

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

Invitation to Bid N<sup>o</sup>: **BIDSPPF2024 - 004**

To: CCINSP DIOMEDES C DADOR  
JR.

Chairperson  
Sablayan Prison and Penal Farm

Having examined the Bidding Documents including Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to the **Supply & Delivery of Materials for the Construction of PDL Visiting Hall and Conjugal Area at Pasugui Sub-Prison 1-Lot** in conformity with the said Bidding Documents for the sum of \_\_\_\_\_ ₱ \_\_\_\_\_ or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

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 of the Bidding Documents.

I/We likewise certify/confirm that the undersigned, *[for sole proprietorships, insert: as the owner and sole proprietor or authorized representative of Name of Bidder, has the full power and authority to participate, submit the bid, and to sign and execute the ensuing contract, on the latter's behalf for the **Supply & Delivery of Materials for the Construction of PDL Visiting Hall and Conjugal Area at Pasugui Sub-Prison 1-Lot***

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.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
*[signature]*

\_\_\_\_\_  
*[in the capacity of]*

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_





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



### SCHEDULE OF PRICES

#### Procurement of Construction Materials

Qty.	Unit of Issue	Agency Specification	Unit Price	ABC	Total Bid Price Inclusive of VAT
375	108,750	PORTLAND CEMENT		PHP 1,430,074.00	
50	32,500	SAND			
20	16,800	GRAVEL			
140	16,800	9MM REBAR			
2	1,700	½ PHENOLIC BOARD			
83	18,260	2"X2"10' GOOD LUMBER			
5	500	3" CWN			
15	1,500	2" CWN			
55	7,425	TIE WIRE #16			
2700	43,200	CHB 4"			
10	61,600	GL PIPE 4" SCH 40 (COLUMNS)			
75	82,500	1.5" X 1.5" X 5mm ANGLE BAR (ROOF BEAM)			
38	37,430	WELDED STEEL MATTING (5mm)			
80	52,000	¼" MARINE PLYWOOD (DOOR)			
10	1,200	1.5" FINISHING NAIL			

15	6,750	DOOR KNOB			
45	4,500	2"X3" DOOR HINGES			
40	2,000	CUTTING DISC 4"			
125	15,000	ORDINARY WELDING ROD			
54	106,650	RIB TYPE ROOFING 16' X .5mm x 1m EFFECTIVE WIDTH			
65	51,025	2"X 3"X 1.2mm C-PURLINS			
3	13,500	12mm INSULATORS FOAM (50m)			
13	5,460	RIDGE ROLL .5mm			
2500	8,750	3" TEKSCREW (METAL)			
1000	3,000	2" TEKSCREW (METAL)			
1	3,000	FLAT LATEX (WHITE)			
2	6,400	SEMI GLOSS LATEX (OFF WHITE)			
1	3,200	QDE PAINT (OFF WHITE)			
1	3,200	QDE PAINT (BLACK)			
2	2,200	FLAT WALL ENAMEL (WHITE)			
6	4,320	GRAY OXIDE PAINT			
8	4,800	PAINT THINNER			
5	2,550	NUETRALIZER			
5	2,500	SKIMCOAT			
5	600	MESH TAPE			
40	2,000	SANDING PAPER #120			
40	2,000	SANDING PAPER #100			
10	1,200	PAINT ROLLER 7"			
10	1,000	PAINT ROLLER 4"			

166	130,310	1/2" MARINE PLYWOOD (PARTITION)			
130	45,500	2"X3"1.2mm METAL STUDS			
65	9,750	METAL FURRING			
35	5,250	CARRYING CHANNEL			
60	4,500	WALL ANGLE			
10	1,200	CONCRETE NAIL 1.5"			
3500	7,000	BLACK SCREW 1.5" (WOOD)			
1000	2,000	BLACK SCREW 1.5" (METAL)			
8	3,600	BLIND RIVETS 1/2 X 1/8			
2	3,140	WATER CLOSET (PAIL TYPE)			
2	1,300	SHOWERHEAD			
2	4,000	LAVATORY			
2	640	1/2" GL FAUCET			
15	2,250	1/2" PVC BLUE PIPE			
15	375	1/2" PVC ELBOW			
10	250	1/2" PVC TEE			
4	100	1/2" FEMALE ADAPTOR			
10	3,150	2" PVC PIPE			
10	550	2" PVC ELBOW			
8	600	2" PVC TEE			
8	440	2" PVC ELBOW 45 DEG			
10	250	1/2" PVC ELBOW THREADED			
8	7,200	PVC PIPE 4"			
6	1020	PVC ELBOW 4"			
6	1,020	PVC ELBOW 45DEG 4"			
1	250	1/2" GATE VALVE			

20	400	TEFLON			
2	900	VULCASEAL			
6	1,920	SOLVENT (400cc)			
2	280	CLEANOUT 4"			
14	28,000	16" ORBIT CEILING FAN			
22	8,580	LED LIGHT BULB 20W			
22	1,122	RECEPTACLE			
2	7,840	#14 THHN WIRE			
2	10,080	#12 THHN WIRE			
5	4,200	FLEXIBLE HOSE (50m)			
45	2,250	UTILITY BOX			
40	3,000	JUNCTION BOX			
1	725	CIRCUIT BREAKER (60Amps)			
4	2,400	CIRCUIT BREAKER (40Amps)			
20	4,200	2 GANG OUTLET			
10	1,400	1 GANG OUTLET			
2	370	2 GANG SWITCH			
2	550	3 GANG SWITCH			
6	1,500	PVC SOLVENT 200 cc			
8	600	ELECTRICAL TAPE			
Total Bid Price Inclusive of VAT in words					

The quantity and unit price is for bidding purposes only. In the actual implementation of the contract, the quantity that may be required may increase/decrease as the need arises, and the unit price may vary base on actual market price (but not to exceed the ABC).

\_\_\_\_\_

*[signature]*

\_\_\_\_\_

*[in the capacity of]*

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

