



**NATIONAL COUNCIL ON DISABILITY AFFAIRS**  
NCDA Bldg., Isidora Street, Brgy. Holy Spirit, Quezon City  
Metro Manila, 1127

# PROCUREMENT OF ONE (1) UNIT SERVICE VEHICLE

November 2018  
ITB NO. 18110518

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*Section I.*

***INVITATION TO BID***



Republic of the Philippines

## NATIONAL COUNCIL ON DISABILITY AFFAIRS

### 2<sup>nd</sup> INVITATION TO APPLY FOR ELIGIBILITY AND TO BID

The NCDA through its Bids and Awards Committee (BAC), invites eligible bidders to apply for eligibility and to bid for the hereunder project:

**PROJECT :** Procurement of NCDA Service Vehicle

**LOCATION :** NCDA Bldg., Isidora Street, Barangay Holy Spirit, Quezon City

**APPROVED BUDGET CEILING FOR THE CONTRACT (ABC):** P1,300,000.00

Bids received in excess of the ABC for the procurement of one (1) unit Service Vehicle shall be automatically rejected at the bid opening. Late bids shall likewise will not be accepted.

Prospective bidders should have a good track records in the marketing business of vehicles within the last Five (5) years within an amount of at least fifty (50) percent of the proposed project bidding.

All particulars relative to Eligibility Statement and Screening, Bid Security, Performance Security, Pre-bidding Conferences, Evaluation of Bids, Post-Qualification and Award of Contract shall be governed by the pertinent provision of R.A. 9184 and its implementing Rules and Regulations (IRR).

The schedule of activities is listed, as follows:

<b>BAC Activities</b>	<b>Schedule</b>
1. Advertisement/Posting on Invitation To Bid/Request for Expression of Interest	November 27, 2018
2. Issuance and Availability of Bidding Documents	November 29, 2018
3. Pre-Bid Conference	December 3, 2018 10AM
4. Submission and Receipt of Bids	December 7, 2018 1PM
5. Bid Evaluation	December 7, 2018 2PM
6. Post Qualification	December 11, 2018
7. Approval of Resolution/Issuance of Notice of Award and Submission of Performance Security	December 14, 2018
8. Contract Preparation and Signing	December 17, 2018
9. Approval of Contract by Higher Authority	December 19, 2018
10. Issuance of Notice of Award	December 21, 2018

NCDA Building, Isidora Street, Brgy. Holy Spirit, Quezon City 1127, Philippines

Telephone Numbers: (632) 9324342; (632) 9515013; (632) 9326422; (632) 9516129; (632) 9522809; (632) 9516033; (632) 9515925

website: <http://www.ncda.gov.ph> \* e-mail: [council@ncda.gov.ph](mailto:council@ncda.gov.ph)



Republic of the Philippines

## NATIONAL COUNCIL ON DISABILITY AFFAIRS

Bid documents will be available only to prospective bidders upon payment of a non-refundable amount of One Thousand Pesos (P1,000.00) to the NCDA Cashier.

The NCDA assumes no responsibility whatsoever to compensate or identify for any expenses incurred in the preparation of their bids. NCDA reserves the right to accept or reject any Bid, and to annul the bidding process and rejects all Bids at any time prior to contract of award, without thereby incurring any liability to the affected bidder or bidders.



**MATEO A. LEE, JR.**

Chairperson  
Bids and Awards Committee (BAC)

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## *Section II.*

# ***INSTRUCTIONS TO BIDDERS***

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

This section of the Bidding Documents provides the information necessary for Bidders to prepare responsive Bids, in accordance with the requirements of the PROCURING ENTITY. It also provides information on the eligibility check, Bid submission, opening, evaluation, and award of contract.

Section II contains provisions that are to be used unchanged. Section III consists of provisions that supplement, amend, or specify, in detail, information or requirements included in Section II which are specific to each procurement.

Matters governing performance of the Supplier, payments, or those affecting the risks, rights, and obligations of the parties under the contract are not normally included in this section, but rather under Section IV. General Conditions of Contract, and/or Section V. Special Conditions of Contract. If duplication of a subject is inevitable in the other sections of the document prepared by the PROCURING ENTITY, care must be exercised to avoid contradictions between clauses dealing with the same matter.

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## General

### 1. Scope of Bid

██████████ The PROCURING ENTITY named in the BDS (hereinafter referred to as the "PROCURING ENTITY") wishes to receive Bids for supply and delivery of the goods as described in Section VII. Technical Specifications (hereinafter referred to as the "goods") I hereof (hereinafter referred to as the "GOODS").

██████████ The name, identification, and number of lots specific to this bidding are provided in the BDS. The contracting strategy and basis of evaluation of lots is described in ITB Clause 28.

### 2. Source of Funds

██████████ The PROCURING ENTITY has a budget or has applied for or received funds from the funding source named in the BDS. It intends to apply part of the funds received for the project, as defined in the BDS to cover eligible payments under the contract.

### 3. Corrupt, Fraudulent, and Coercive Practices

██████████ Unless otherwise specified in the BDS, the Procuring entity as well as the bidders & suppliers shall observe the highest standard of ethics during the procurement and execution of the contract. In pursuance of this policy, the PROCURING ENTITY:

- (a) defines, for purposes of this provision, the terms set forth below as follows:

"corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the Government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019.

- (b) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the PROCURING ENTITY, and includes collusive practices among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial, non-competitive levels and to deprive the PROCURING ENTITY of the benefits of free and open competition.

c. "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the PROCURING ENTITY, designed to establish Bid prices at artificial, non-competitive levels.

d. "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;

e. "obstructive practice" is deliberately destroying, falsifying, altering or concealing evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or



any foreign government/foreign or international financing institution herein.

Further, the PROCURING ENTITY will seek to impose the maximum civil, administrative and/or criminal penalties available under applicable laws on individuals and organizations deemed to be involved in any of the practices mentioned in ITB clause (a).

Furthermore, the Funding Source and the PROCURING ENTITY reserve the right to inspect and audit records and accounts of a supplier or contractor in the bidding for and performance of a contract themselves or through independent auditors as reflected in the GCC Clause 3.

#### 4. Conflict of Interest

All Bidders found to have conflicting interests shall be disqualified to participate in the procurement at hand, without prejudice to the imposition of appropriate administrative, civil, and criminal sanctions. A Bidder may be considered to have conflicting interests with another Bidder in any of the events described in paragraphs (a) through (c) below and a general conflict of interest in any of the circumstances set out in paragraphs (d) through (f) below:

- (a) A Bidder has controlling shareholders in common with another Bidder;
- (b) A Bidder receives or has received any direct or indirect subsidy from any other Bidder;
- (c) A Bidder has the same legal representative as that of another Bidder for purposes of this Bid;
- (d) A Bidder has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder or influence the decisions of the PROCURING ENTITY regarding this bidding process. This will include a firm or an organization who lends, or temporarily seconds, its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project if the personnel would be involved in any capacity on the same project;
- (e) A Bidder submits more than one Bid in this bidding process. However, this does not limit the participation of subcontractors in more than one Bid; or
- (f) A Bidder who participated as a consultant in the preparation of the design or technical specifications of the GOODS and related services that are the subject of the Bid.

In accordance with Section 47 of the IRR-A of R.A. 9184, all Bidding Documents shall be accompanied by a sworn affidavit of the Bidder that it is not related to the head of the PROCURING ENTITY by consanguinity or affinity up to the third civil degree or any of the PROCURING ENTITY's officers or employees having direct access to information that may substantially affect the result of the bidding, such as, but not limited to, the members of the BAC, the members of the Technical Working Group (TWG), the BAC Secretariat, the members of the Project

Management Office (PMO), and the designers of the project. This Clause shall apply to the following persons:

- (a) If the Bidder is an individual or a sole proprietorship, to the Bidder himself;
- (b) If the Bidder is a partnership, to all its officers and members;
- (c) If the Bidder is a corporation, to all its officers, directors, and controlling stockholders; and
- (d) If the Bidder is a joint venture (JV), the provisions of items (a), (b), or (c) of this Clause shall correspondingly apply to each of the members of the said JV, as may be appropriate.

Relationship of the nature described above or failure to comply with this Clause will result in the automatic disqualification of a Bidder.

## 5. Eligible Bidders

Unless otherwise indicated in the **BDS**, the following persons shall be eligible to participate in this Bidding:

- (a) Duly licensed Filipino citizens/sole proprietorships;
- (b) Partnerships duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines;
- (c) Corporations duly organized under the laws of the Philippines, and of which at least sixty percent (60%) of the outstanding capital stock belongs to citizens of the Philippines;
- (d) Cooperatives duly registered with the Cooperatives Development Authority (CDA).
- (e) Unless otherwise provided in the BDS, persons/entities forming themselves into a JV, i.e., a group of two or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, that Filipino ownership or interest of the joint venture concerned shall be at least sixty percent (60%).

Foreign Bidders may be eligible to participate when any of the following circumstances exist, as specified in the BDS:

- (a) **When a treaty or international or Executive Agreement as provided in Section 4 of R.A. 9184 and its IRR allow foreign bidders to participate;**
- (b) Citizens, corporations, or associations of the 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;
- (c) When the Goods sought to be procured are not available from local suppliers; or
- (d) When there is a need to prevent situations that defeat competition or restrain trade.

Government corporate entities may be eligible to participate only if they can establish that they (a) are legally & financially autonomous, (b) operate under commercial law, and (c) are not dependent agencies of the GOP or the Procuring Entity.

Unless otherwise provided in the BDS, the Bidder must have completed at least one contract similar to the project the value of which, adjusted to current prices using

the National Statistics Office consumer price index, must be at least equivalent to a percentage of the ABC stated in the BDS.

For this purpose, contracts similar to the project shall be those described in the BDS, and completed within the relevant period stated in the Invitation to Bid and ITB.

█ The Bidder must submit a computation of its Net Financial Contracting Capacity (NFCC) or a commitment from a Universal or Commercial Bank to extend a credit line in its favor if awarded the contract for this Project (CLC).

**The NFCC, computed using the following formula, must be at least equal to the ABC to be bid:**

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

The CLC must be at least equal to ten percent (10%) of the ABC for this project. If issued by a foreign bank, it shall be confirmed or authenticated by a Universal or Commercial bank. In the case of local government units (LGUs), the Bidder may also submit CLC from other banks certified by the *Bangko Central ng Pilipinas* (BSP) as authorized to issue such financial instrument.

## 6. Bidder's Responsibilities

█ The Bidder or its duly authorized representative shall submit a sworn statement in the form prescribed in Section VIII. Bidding Forms as required in ITB Clause 12.1(b).

█ The Bidder is responsible for the following:

- (a) Having taken steps to carefully examine all of the Bidding Documents;
- (b) Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;
- (c) Having made an estimate of the facilities available and needed for the contract to be bid, if any;
- (d) Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin as provided by under ITB Clause 10.3.;
- (e) Ensuring that it is not "blacklisted" or barred from bidding by the GOP or any of its agencies, offices, corporations, LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB:
- (f) Ensuring that 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;
- (g) Authorizing the Head of the Procuring Entity or its duly authorized representative/s to verify all the documents submitted;
- (h) Ensuring that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Bidder in the bidding, with the duly notarized secretary's Certificate attesting to such fact, if the bidder is a corporation, partnership, cooperative, or joint venture;
- (i) Complying with the disclosure provision under section 47 of R.A 9184 in relation to other provisions of RA 3019; and
- (j) Complying with existing labor laws and standards, in the case of procurement of services.

Failure to observe any of the above responsibilities shall be at the risk of the Bidder concerned.

- 6.3** The bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents.
- 6.4** It shall be the sole responsibility of the Bidder to determine and to satisfy itself by such means as it considers necessary or desirable as to all matters pertaining to the contract to be bid including: (a) the location and the nature of this project; (b) climatic conditions; (c) transportation facilities; and (d) other factors that may affect the cost, duration, and execution or implementation of this Project.
- 6.5** The Procuring Entity shall not assume any responsibility regarding erroneous interpretations or conclusions by the prospective or eligible bidder out of the data furnished by the procuring entity.
- 6.6** The bidder shall bear all costs associated with the preparation and submission of his bid, and the Procuring Entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 6.7** Before submitting their bids, the Bidder is deemed to have become familiar with all existing laws, decrees, ordinances, acts and regulations of the Philippines which may affect this Project in any way.
- 6.8** The Bidder should note that the Procuring Entity will accept bids only from those that have paid the non-refundable fee for the bidding documents at the office indicated in the Invitation to Bid.

7. Origin of Goods

Unless otherwise indicated in the BDS, 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 United Nations, subject to ITB Clause 27.1

8. Sub-Contracts

Unless otherwise indicated in the BDS, the Bidder may sub-contract portions of the Goods to an extent as may be approved by the Procuring Entity and stated in the BDS. However, subcontracting of any portion shall not relieve the Bidder from any liability or obligation that may arise from the contract for this project.

Subcontractors must comply with the eligibility criteria and the documentary requirements specified in the BDS. In the event that any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the goods shall be disallowed.

The Bidder may identify the subcontractor to whom a portion of the Goods will be sub-contracted at any stage of the bidding process or during contract implementation. If the Bidder opts to disclose the name of the subcontractor during

bid submission, the Bidder shall include the required documents as part of the technical component of its bid.

## Contents of Bidding Documents

### 9. Pre-bid Conference

■ (a) If so specified in the BDS, a pre-bid conference shall be held at the venue and on the date indicated therein, to clarify and address the Bidders' questions on the technical and financial components of this project.

*(b) The pre-bid conference shall be held at least twelve (12) calendar days before the deadline for the submission and receipt of bids. If the Procuring Entity determines that, by reason of the method, nature, or complexity of the contract to be bid, or when international participation will be more advantageous to the GOP, a longer period for the preparation of bids is necessary, the pre-bid conference is necessary, the pre-bid conference shall be held at least thirty (30) calendar days before the deadline for the submission and receipt of bids, as specified in the BDS.*

■ Bidders are encouraged to attend the pre-bid conference to ensure that they fully understand the Procuring Entity's requirements. Non-attendance of the Bidder will in no way prejudice its bid; however, the Bidder is expected to know the changes and/or amendments to the Bidding Documents discussed during the pre-bid conference.

■ Any statement made at the pre-bid conference shall not modify the terms of the Bidding documents unless such statement is specifically identified in writing as an amendment thereto and issued as a Supplemental/Bid Bulletin.

### 10. Clarification and Amendment of Bidding Documents

#### 10.1. Bidders who have purchased the Bidding Documents may request for clarification

on any part of the Bidding Documents for an interpretation. Such request must be in writing and submitted to the Procuring Entity at the address indicated in the BDS at least ten (10) calendar days before the deadline set for the submission and receipt of bids.

#### 10.2. Supplemental/Bid Bulletins may be issued upon the Procuring Entity's initiative for purposes of clarifying any provision of the Bidding Documents not later than seven (7) days before the deadline for the submission and receipt of bids. Any modification to the Bidding Documents shall be identified as an amendment.

#### 10.3. Any Supplemental/Bid Bulletin issued by the BAC shall also be posted on the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the procuring entity concerned, if available. It shall be the responsibility of all Bidders who secure the Bidding Documents to inquire and secure Supplemental/Bid Bulletins that may be issued by the BAC. However, bidders who have submitted bids before the issuance of the Supplemental/Bid Bulletin must be informed and allowed to modify or withdraw their bids in accordance with ITB clause 23.

## Preparation of Bids

11. Language of Bid

**The bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring Entity, shall be written in English. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation in English certified by the appropriate embassy or consulate in the Philippines, in which case the English translation shall govern for purposes of interpretation of the bid.**

12. Documents Comprising the Eligibility Bid: Eligibility & Technical Components

12.1 Unless otherwise indicated in the BDS, the first envelope shall contain the following eligibility and technical documents:

**(a) Eligibility Documents**

Class "A" Documents -

(i) PhilGEPS Certificate of Registration, with an updated file containing the following Class "A" Documents

(i.i) Registration Certificate;

(i.2) Mayor's /Business Permit or its Equivalent Document;

(i.3) Tax Clearance;

(i.4) Audited Financial Statements or any proof of such registration as stated

In the BDS;

(ii) Statement of all its ongoing and completed government and private contracts within the period stated in the BDS, including contracts awarded but not yet started, if any. The statement shall include, for each contract, the following:

(ii.1) name of contract;

(ii.2) date of contract;

(ii.3) kinds of Goods;

(ii.4) amount of contract & value of outstanding contracts;

(ii.5) date of delivery; and

(ii.6) end user's acceptance or official receipt(s) issued for the contract, if completed.

(iii) Statement of single Largest Completed Contract (SLCC) similar to the contract to be bid, and must be at least fifty percent (50%) of the ABC. However, in the case of Expendable Supplies, said SLCC must be at least twenty five percent (25%) of the ABC.

(iv) NFCC computation or CLC in accordance with ITB Clause 5.5; and

Class "B" Document:

- (v) If applicable, the 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.

(b) Technical Documents –

- (i) Bid security in accordance with ITB Clause 18. If the Procuring Entity requires the bidders to submit the bid

Legal Documents

- (b.2) Department of Trade and Industry (DTI) business name registration or Securities and Exchange Commission (SEC) registration certificate, whichever may be appropriate under existing laws of the Philippines;
- (b.3) Valid and current Mayor's permit/municipal license;
- (b.4) Taxpayer's Identification Number;
- (b.5) Statement of the prospective Bidder that it is not "blacklisted" or barred from bidding by the Government or any of its agencies, offices, corporations or LGUs, including non-inclusion in the Consolidated Blacklisting Report issued by the GOP;
- (b.6) Other appropriate licenses as may be required by the PROCURING ENTITY concerned as indicated in the **BDS**;

Technical Documents

- (b.7) Statement of the prospective Bidder of all its ongoing and completed government and private contracts within the relevant period, where applicable, including contracts awarded but not yet started, if any. The statement shall state for each contract whether said contract is: Ongoing, Completed, or Awarded but not yet started: within the relevant period, where applicable. The statement shall include, for each contract, the following:
  - (i) the name of the Contract;
  - (ii) date of the Contract;
  - (iii) kinds of goods sold;
  - (iv) amount of Contract and value of outstanding contracts;
  - (v) date of delivery;
  - (vi) end user's acceptance, if completed; and
  - (vii) specification whether prospective Bidder is a manufacturer, Supplier or distributor;

Financial Documents

- (b.8) The prospective Bidder's audited financial statements, stamped "received" by the BIR or its duly accredited and authorized institutions, for the immediately preceding calendar year, showing,

among others, the prospective Bidder's total and current assets and liabilities;

(b.9) Prospective Bidder's computation of its Net Financial Contracting Capacity (NFCC) as described in the **BDS**, or at the Bidder's option, a commitment from a licensed bank to extend a credit line, in the event of an award in the Bidder's favor, or at the Bidder's option a cash deposit certificate, of not less than the amount shown in the **BDS**;

(c) Class "B" Documents –

(c.1) Valid joint venture agreement pursuant to ITB Clause **Error! Reference source not found.**, in case of a JV;

(c.2) Letter authorizing the BAC or its duly authorized representative(s) to verify any or all of the documents submitted for the eligibility check; and

(c.3) Any other document listed in the **BDS**.

■ If a Bidder has previously secured a Certification from the PROCURING ENTITY to the effect that it has previously submitted the above-enumerated Class "A" Documents, the said Certification may be submitted in lieu of the requirements enumerated in ITB Clause 13.2. Unless otherwise indicated in the **BDS**, in the case of a prospective foreign Bidder, if eligible as described in ITB Clause 5, the eligibility requirements described in ITB Clauses 13.2(a.1) to 13.2(a.5) and 13.2(a.7) may be substituted with the appropriate equivalent documents issued by the country of the prospective Bidder concerned, such documents must be duly acknowledged or authenticated by the appropriate Philippine Consulate therein.

■ The prospective Bidder or its duly authorized representative shall certify under oath that each of the documents submitted in satisfaction of the eligibility requirements is an authentic and original copy, or a true and faithful reproduction or copy of the original, complete, and that all statements and information provided therein are true and correct.

■ The PROCURING ENTITY's eligibility check will be limited to establishing the completeness of each prospective Bidder's eligibility requirement by determining the presence or absence of the documents required against a checklist of requirements using non-discretionary pass/fail criteria. The eligibility check will not examine the substance of the contents of the documents. If a prospective Bidder submits the specific eligibility document required, it shall be rated as "passed" for that particular requirement. However, failure to submit a requirement or an incomplete or patently insufficient submission shall be considered "failed" for the particular eligibility requirement concerned.

### 13. Documents Comprising the Bid, Technical Proposals

■ The Technical Proposal, unless otherwise indicated in the **BDS**, shall contain the following information:

(a) The Bid Security in accordance with ITB Clause 22;

(b) Authority of the signatory;

(c) Production/delivery schedule;

(d) Manpower requirements, if indicated in the **BDS**;

(e) After-sales service/parts, if indicated in the **BDS**;

(f) Technical specifications;

(g) Commitment from licensed bank to extend to the bidder a credit line if awarded the contract to be bid, or cash deposit certificate, in an amount



not lower than that set by the procuring entity in the Bidding Documents, which shall be at least equal to ten percent (10%) of the approved budget for the contract to be bid: Provided, however, that if the bidder previously submitted this document as an eligibility requirement, the said previously submitted document shall suffice;

- (h) Certificate from the bidder under oath of its compliance with existing labor laws and standard, in case of procurement of services;
- (i) A sworn affidavit of compliance with the Disclosure Provision under Section 47 of R.A. 9184 as described in ITB Clause 4.2; and
- (j) Other documents/materials as stated in the **BDS**.

14. **Documents Comprising the Bid, Financial Proposal**

██████ The Financial Proposal shall contain the following:

- (a) Financial Proposal Submission Sheet, which includes bid prices and the bill of quantities and the applicable Price Schedules, in accordance with ITB Clauses 18.1 and 18.3; and
- (b) Any other document required in the **BDS**.

██████ Unless indicated in the **BDS**, all Bids that exceed the ABC shall not be accepted.

15. **Bid Submission: Technical and Financial Proposals**

██████ The Bidder shall submit their Bids through their authorized managing officer or their authorized representative using the appropriate Bid Form provided in Section VIII. Sample Forms on or before the deadline specified in the ITB Clause 25.1 and in two (2) separate sealed envelopes, the first envelope containing the technical component of the Bid and the second envelope containing the financial component of the Bid addressed to the BAC of the PROCURING ENTITY. These forms must be completed

without any alterations to their format, and no substitute form shall be accepted. All blank spaces shall be filled in with the information requested.

█ The Bidder shall submit, as part of the Financial Proposal, the Price Schedules for GOODS and Related Services, according to their origin as appropriate, using the forms provided in Section VIII. Sample Forms.

█ The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the PROCURING ENTITY shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

## 16. Alternative Bids

█ Alternative Bids shall be rejected.

## 17. Bid Prices

█ The Bidder shall complete the appropriate Price Schedules included herein, stating the unit prices, total price per item, the total amount and the expected countries of origin of the GOODS to be supplied under the Contract.

█ The terms EXW, CIF, CIP, DDP etc., shall be governed by the rules prescribed in the current edition of INCOTERMS published by the International Chamber of Commerce, Paris.

█ 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:
  - (a.1) the price of the GOODS quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable:
    - (i) on the components and raw material used in the manufacture or assembly of GOODS quoted ex works or ex factory; or
    - (ii) on the previously imported GOODS of foreign origin quoted ex warehouse, ex showroom, or off-the-shelf and any PROCURING ENTITY country sales and other taxes which will be payable on the GOODS if the contract is awarded.
  - (a.2) the price for inland transportation, insurance, and other local costs incidental to delivery of the GOODS to their final destination;
  - (a.3) the price of other (incidental) services, if any, listed in the **BDS**.
- (b) For GOODS offered from abroad:
  - (b.1) the price of the GOODS shall be quoted DDP named 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.
  - (b.2) the price of other (incidental) services, if any, listed in the **BDS**.

█ Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation or price escalation on any account, unless

otherwise specified in the **BDS**. A Bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to ITB Clause 28.

## 18. Bid Currencies

Prices shall be quoted in the following currencies:

- (a) For GOODS and services that the Bidder will supply from within the Philippines, the prices shall be quoted in Philippine Pesos.
- (b) For GOODS and services that the Bidder will supply from outside the Philippines, the prices may be quoted in the currency(ies) stated in the **BDS**. However, for purposes of bid evaluation, bids denominated in foreign currencies shall be converted to Philippine currency based on the exchange rate prevailing on the day of the bid opening.

Unless otherwise specified in the **BDS**, payment of the contract price shall be made in Philippine Pesos.

## 19. Documents Establishing the GOODS' Conformity to the Bidding Documents

The documentary evidence of conformity of the GOODS and services to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of:

- (a) a detailed description of the essential technical and performance characteristics of the GOODS;
- (b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuous functioning of the GOODS for a period to be specified in the **BDS**, following commencement of the use of the GOODS by the PROCURING ENTITY; and
- (c) an item-by-item commentary on the PROCURING ENTITY's Technical Specifications demonstrating substantial responsiveness of the GOODS and services to those specifications, or a statement of deviations and exceptions to the provisions of Section VII. Technical Specifications.

Standards for workmanship, process, material, and equipment, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the PROCURING ENTITY's satisfaction, that the substitutions are equivalent or as specified in the technical specifications and/ or Scheduled performance.

## 20. Bid Validity

Bids shall remain valid for the period specified in the **BDS** which shall not exceed one hundred twenty (120) days from the date of the opening of Bids.

In exceptional circumstances, prior to the expiration of the Bid validity period, the PROCURING ENTITY may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. The Bid Security described in ITB Clause 21 should also be extended corresponding to, at least, the extension of the bid validity period. A Bidder may refuse the request without forfeiting its Bid Security, but his Bid shall no longer be considered for further evaluation and award. A Bidder granting the request shall not be required or permitted to modify its Bid.

## 21. Bid Security

Pursuant to ITB Clause 13, the Bidder shall furnish, as part of its Bid, a Bid security in the form and amount specified in the **BDS**. The PROCURING ENTITY shall

prescribe the acceptable forms of Bid Security from among the following, from which acceptable forms the Bidder may choose:

- (a) cash;
- (b) cashier's or certified check;
- (c) irrevocable letter of credit;
- (d) bank guarantee;
- (e) surety bond; or
- (f) foreign government guarantee.

In case of a bank guarantee, the Bid Security shall be submitted using the Bid Security Form included in Section VIII. Sample Forms or another form acceptable to the PROCURING ENTITY. The form must include the complete name of the Bidder.

█ The Bid Security should be valid for the period specified in the **BDS**. Any Bid not accompanied by an acceptable Bid security shall be rejected by the PROCURING ENTITY as non-responsive.

█ No Bid Securities shall be returned to bidders after the opening of bids and before contract signing, except to those that failed to comply with any of the requirements to be submitted in the first bid envelope of the bid. Without prejudice on its forfeiture, Bid Securities shall be returned only after the bidder with the Lowest Calculated Responsive Bid has signed the contract and furnished the Performance Security, but in no case later than the expiration of the Bid Security validity period indicated in the **BDS**.

█ Upon signing and execution of the contract, pursuant to ITB Clause 40, and the posting of the performance security, pursuant to ITB Clause 41, the successful Bidder's Bid security will be discharged, but in no case later than the Bid security validity period as indicated in the **BDS**.

█ The Bid security may be forfeited:

- (a) If a Bidder:
  - (a.1) withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form;
  - (a.2) does not accept the correction of errors pursuant to ITB; or
  - (a.3) any other reason stated in the **BDS**.
- (b) In the case of a successful Bidder, if the Bidder fails:
  - (b.1) to sign the Contract in accordance with ITB Clause 40;
  - (b.2) to furnish performance security in accordance with ITB Clause 41; or
  - (b.3) any other reason stated in the **BDS**.

## 22. Format and Signing of Bids

█ The Bidder shall prepare an original of the Eligibility Documents, Technical Proposal, Financial Proposal as described in ITB Clauses 13.2, 14, and 15, and clearly mark each "ORIGINAL – ELIGIBILITY DOCUMENTS", "ORIGINAL - TECHNICAL PROPOSAL", and "ORIGINAL – FINANCIAL PROPOSAL", respectively. In addition, the Bidder shall submit copies of the Eligibility Documents, Technical Proposal, and Financial Proposal, and clearly mark them "COPY NO. \_\_\_ - ELIGIBILITY DOCUMENTS", "COPY NO. \_\_\_ - TECHNICAL PROPOSAL", and "COPY NO. \_\_\_ –

FINANCIAL PROPOSAL". In the event of any discrepancy between the original and the copies, the original shall prevail.

█ The original and the number of copies of the Bid as indicated in the **BDS** shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. All pages of the Bid, except for unamended printed literature, shall be initialed by the person or persons signing the Bid.

█ Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

### 23. **Sealing and Marking of Bids**

█ Unless otherwise indicated in the **BDS**, Bidders shall enclose their original Eligibility Documents described in ITB Clause 13.2 sealed in a separate envelope marked "ORIGINAL - ELIGIBILITY DOCUMENTS", the original of their Technical Proposal in one sealed envelope marked "ORIGINAL - TECHNICAL PROPOSAL", and the original of their Financial Proposal in another sealed envelope marked "ORIGINAL - FINANCIAL PROPOSAL", sealing them all in an outer envelope marked "ORIGINAL BID". Each copy of the Eligibility Documents, Technical Proposal, and Financial Proposal shall be similarly sealed duly marking the inner envelopes as "COPY NO. \_\_\_ - ELIGIBILITY DOCUMENTS", "COPY NO. \_\_\_ - TECHNICAL PROPOSAL", and "COPY NO. \_\_\_ - FINANCIAL PROPOSAL" and the outer envelope as "COPY NO. \_\_\_", respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope.

█ All envelopes shall:

- (a) contain the name of the contract to be bid in capital letters;
- (b) bear the name and address of the Bidder in capital letters;
- (c) be addressed to the PROCURING ENTITY's BAC in accordance with ITB Clause 1.1;
- (d) bear the specific identification of this bidding process indicated in the ITB Clause 1.2; and
- (e) bear a warning "DO NOT OPEN BEFORE..." the date and time for the opening of Bids, in accordance with ITB Clause 25.1

█ If all envelopes are not sealed and marked as required, the PROCURING ENTITY will assume no responsibility for the misplacement or premature opening of the Bid.

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

█ Bids must be received by the PROCURING ENTITY's BAC at the address and on or before the date and time indicated in the **BDS**.

### 25. **Late Bids**

█ Any Bid submitted after the deadline for submission and receipt of Bids prescribed by the PROCURING ENTITY, pursuant to ITB Clause 25, shall be declared "Late" and shall not be accepted by the PROCURING ENTITY.

### 26. **Modification and Withdrawal of Bids**

█ The Bidder may modify its Bid after it has been submitted; provided that the modification is received by the PROCURING ENTITY prior to the deadline prescribed for submission and receipt of Bids. The Bidder shall not be allowed to retrieve its original bid, but shall be allowed to submit another bid equally sealed, properly identified, linked to its original bid marked as "TECHNICAL MODIFICATION" or "FINANCIAL MODIFICATION" and stamped "received" by the BAC. Bid modifications

received after the applicable deadline shall not be considered and shall be returned to the Bidder unopened.

A Bidder may, through a Letter of Withdrawal, withdraw its Bid after it has been submitted, for valid and justifiable reason; provided that the Letter of Withdrawal is received by the PROCURING ENTITY prior to the deadline prescribed for submission and receipt of Bids.

■ Bids requested to be withdrawn in accordance with ITB Clause 27.1 shall be returned unopened to the Bidders. A Bidder may also express its intention not to participate in the bidding through a letter which should reach and be stamped by the BAC before the deadline for submission and receipt of Bids. A Bidder that withdraws its Bid shall not be permitted to submit another Bid, directly or indirectly, for the same contract.

■ No Bid may be modified after the deadline for submission of Bids. No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval shall result in the forfeiture of the Bidder's Bid Security, pursuant to ITB Clause 22.5, and the imposition of administrative, civil and criminal sanctions as prescribed by R.A. 9184 and its IRR-A.

## 27. Opening and Preliminary Examination of Bids

■ The PROCURING ENTITY's BAC will open Bid envelopes in the presence of Bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the **BDS**. The Bidders' representatives who are present shall sign a register evidencing their attendance.

■ Letters of withdrawal shall be read out and recorded during Bid opening, and the envelope containing the corresponding withdrawn Bid shall be returned to the Bidder unopened. If the withdrawing Bidder's representative is in attendance, the original Bid and all copies thereof shall be returned to the representative during the Bid opening. If the representative is not in attendance, the Bid shall be returned unopened by registered mail. The Bidder may withdraw its Bid prior to the deadline for the submission and receipt of Bids, provided that the corresponding Letter of Withdrawal contains a valid authorization requesting for such withdrawal, subject to appropriate administrative sanctions.

■ If the Bidding is subject to an Eligibility Check as described in ITB Clause 13.1, the PROCURING ENTITY shall not accept the Bids of ineligible Bidders. All eligible Bidders will have their Bids opened in accordance with the following paragraphs. A Bidder determined as "failed" has seven (7) calendar days upon written notice or, if present at the time of Bid opening, upon verbal notification, within which to file a request or motion for reconsideration with the BAC: Provided, however, that the motion for reconsideration shall not be granted if it is established that the finding of failure is due to the fault of the Bidder concerned: Provided, further, that the BAC shall decide on the request for reconsideration within seven (7) calendar days from receipt thereof. If a failed Bidder signifies his intent to file a motion for reconsideration, in the case of a Bidder who fails in the first (Technical) Bid envelopes, the BAC shall hold the second (Financial) Bid envelope of the said failed Bidder unopened and duly sealed until such time that the motion for reconsideration or protest has been resolved.

■ Outer envelopes marked "TECHNICAL MODIFICATION" or "FINANCIAL MODIFICATION" will be identified but not opened. The PROCURING ENTITY's BAC

will announce the presence and type of modification from the information contained on the outer envelope.

█ The envelopes holding the Technical Proposals and modifications, if any, shall be opened one at a time, and the following read out and recorded:

- (a) the name of the Bidder;
- (b) whether there is a technical modification or substitution;
- (c) the presence, amount and validity of the Bid security; and
- (d) the presence or absence of each document comprising the technical proposal vis-à-vis a Checklist of the required documents.

█ The PROCURING ENTITY's BAC shall determine each Bidder's compliance with the documents required to be submitted for the Technical Proposal of the Bid, as prescribed in ITB Clause 14. For this purpose, the PROCURING ENTITY's BAC shall check the submitted documents of each Bidder against a checklist of required documents to ascertain if they are all present in the first envelope, using a non-discretionary "pass/fail" criteria, as stated in the IAEB and this ITB. If a Bidder submits the required document, it shall be rated "passed" for that particular requirement. In this regard, failure to submit a requirement, or an incomplete or patently insufficient submission, shall be considered "failed" for the particular requirement concerned. In case one or more of the above required documents in the first envelope of a particular Bid is missing, incomplete, or patently insufficient, the PROCURING ENTITY's BAC shall rate the Bid concerned as "failed" and immediately return to the Bidder concerned its second Bid envelope unopened. Otherwise, the PROCURING ENTITY's BAC shall rate the said first Bid envelope as "passed."

█ Immediately after determining compliance with the requirements in the first envelope, the PROCURING ENTITY's BAC shall forthwith open the second bid envelope (Financial Proposals) and modifications, if any, of each remaining eligible bidder whose first bid envelope was rated "passed" and announce the total Bid price inclusive of any discounts that may be offered and modifications made. The second envelope of each complying bidder shall be opened within the same day. In case one or more of the requirements in the second envelope of a particular bid is missing, incomplete or patently insufficient, and/or if the submitted total bid price exceeds the approved budget for the contract, unless otherwise provided in the **BDS**, the BAC shall rate the bid concerned as "failed." Only bids that are determined to contain all the bid requirements for both components shall be rated "passed" and shall immediately be considered for evaluation and comparison.

█ The PROCURING ENTITY shall prepare the minutes of the proceedings of the Bid opening that shall include, as a minimum: (a) names of Bidders, their Bid price, Bid security, findings of preliminary examination; and (b) attendance sheet. The BAC members shall sign the abstract of Bids as read and the observers may witness the same. The minutes of the proceedings of the Bid opening shall be available to the public upon written request and payment of a specified fee to recover cost of materials.

## 28. **Process to be Confidential**

█ Members of the BAC, including its staff and personnel, as well as its Secretariat and TWG, are prohibited from making or accepting any kind of communication with any bidder regarding the evaluation of their bids until the issuance of the Notice of Award, unless otherwise allowed in this ITB. The entire evaluation process shall be

completed in not more than fifteen (15) days from the deadline for receipt of proposals.

## 29. **Contacting the PROCURING ENTITY**

██████████ Subject to ITB Clause 30, no Bidder shall contact the PROCURING ENTITY on any matter relating to its Bid, from the time of Bid opening to the time the Contract is awarded.

██████████ Any effort by a bidder to influence the PROCURING ENTITY in the PROCURING ENTITY's decision in respect of Bid evaluation, Bid comparison or contract award will result in the rejection of the Bidder's Bid.

## 30. **Clarification of Bids**

██████████ Members of the BAC, including its staff and personnel, as well as its Secretariat and TWG, are prohibited from making or accepting any kind of communication with any bidder regarding the evaluation of their bids until the issuance of the Notice of Award, unless otherwise indicated in the **BDS**.

## 31. **Conversion to a Single Currency**

██████████ If so allowed in accordance with ITB Clause 18.1, the PROCURING ENTITY for purposes of Bid evaluation and comparing the Bid prices will convert the amounts in various currencies in which the Bid Price is expressed to Philippine Pesos at the exchange rates officially prescribed for similar transactions as established by the *Bangko Sentral ng Pilipinas* on the date of Bid opening.

## 32. **Domestic Preference**

██████████ If the **BDS** so specifies and for the purpose of comparison of Bids, the PROCURING ENTITY will grant a margin of preference in accordance with the procedures outlined in the **BDS**.

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

██████████ The PROCURING ENTITY will undertake the detailed evaluation and comparison of Bids which have passed the opening and preliminary examination of Bids, pursuant to ITB Clause 27, in order to determine the Lowest Calculated Bid.

██████████ The methodology of evaluation to determine the Lowest Calculated Bid is indicated in the **BDS**.

██████████ Bids shall be evaluated on an equal footing to ensure fair competition. For this purpose, all bidders shall be required to include in their bids the cost of all taxes, such as, but not limited to, value added tax (VAT), income tax, local taxes, and other fiscal levies and duties which shall be itemized in the bid form and reflected in the detailed estimates. Such bids, including said taxes, shall be the basis for bid evaluation and comparison.

██████████ The PROCURING ENTITY's BAC shall immediately conduct a detailed evaluation of all Bids rated "passed," using non-discretionary pass/fail criteria, which shall include consideration of the following:

- (a) The Bid must be complete. Except in case of partial Bids, Bids not addressing or providing all of the required items in the Schedule of Requirements including, where applicable, bill of quantities, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a "0" (zero) for



the said item would mean that it is being offered for free to the PROCURING ENTITY; and

- (b) Minor arithmetical corrections to consider computational errors, omissions and discounts if so allowed in the BDS. Any adjustment shall be calculated in monetary terms to determine the calculated prices.

Unless otherwise indicated in the **BDS**, the PROCURING ENTITY's evaluation of Bids shall only be based on the Bid price quoted in accordance with ITB Clause 18.

#### 34. Post-Qualification

The PROCURING ENTITY shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the Lowest Calculated Bid is qualified to perform the contract satisfactorily. The determination shall use non-discretionary "pass/fail" criteria and in accordance with the criteria listed in ITB Clause 5.4. In this case the said Bidder's Bid shall be considered and declared the Lowest Calculated and Responsive Bid.

The determination shall take into account the Bidder's legal, financial, technical, and production capabilities. It shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 14, as well as such other information as the PROCURING ENTITY deems necessary and appropriate.

An affirmative determination shall be a prerequisite for award of the contract to the Bidder. A negative determination shall result in rejection of the Bidder's Bid, in which event the PROCURING ENTITY shall proceed to the next Lowest Calculated Bid to make a similar determination of that Bidder's capabilities to perform satisfactorily. If the second Bidder, however, fails the post qualification, the procedure for post qualification shall be repeated for the Bidder with the next Lowest Calculated Bid, and so on until the Lowest Calculated and Responsive Bid is determined for contract award.

#### 35. **PROCURING ENTITY's Right to Reject Bids, Declare a Failure of Bidding, and not to Award the Contract**

Based on the following grounds, the PROCURING ENTITY reserves the right to reject any and all Bids, declare a Failure of Bidding at any time prior to the contract award, or not to award the contract, without thereby incurring any liability, and make no assurance that a contract shall be entered into as a result of the bidding:

- (a) If there is prima facie evidence of collusion between appropriate public officers or employees of the PROCURING ENTITY, or between the BAC and any of the bidders, or if the collusion is between or among the bidders themselves, or between a bidder and a third party, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition;
- (b) If the PROCURING ENTITY's BAC is found to have failed in following the prescribed bidding procedures; or
- (c) For any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the Government as follows: (i) if the physical and economic conditions have significantly changed so as to render the project no longer economically, financially or technically feasible as determined by the head of the procuring entity; (ii) if the project is no longer necessary as determined by the head of the procuring entity; and

(iii) if the source of funds for the project has been withheld or reduced through no fault of the PROCURING ENTITY.

█ In addition, the PROCURING ENTITY may likewise declare a Failure of Bidding when:

- (a) No prospective bidder submits an LOI or no bids are received;
- (b) All prospective bidders are declared ineligible;
- (c) All bids fail to comply with all the bid requirements or fail post-qualification; or
- (d) The bidder with the Lowest Calculated Responsive Bid refuses, without justifiable cause to accept the award of contract, and no award is made.

#### 36. Award Criteria

█ Subject to ITB Clause 35, the PROCURING ENTITY shall award the contract to the Bidder whose Bid has been determined to be substantially responsive and has been determined to be the Lowest Calculated and Responsive Bid.

#### 37. **Prohibition Against Variation of Bid Quantities at Time of Award**

█ At the time of contract award, the PROCURING ENTITY shall not increase or decrease the quantity of goods originally specified in Section VI. Schedule of requirements.

#### 38. Notice of Award

█ Prior to the expiration of the period of Bid validity, the PROCURING ENTITY shall notify the successful Bidder in writing that its Bid has been accepted, through a Notice of Award received personally or sent by registered mail or electronically, receipt of which must be confirmed in writing within two (2) days by the successful Bidder and submitted personally or sent by registered mail or electronically to the PROCURING ENTITY.

█ Upon the issuance of the Notice of Award to the successful Bidder, the PROCURING ENTITY shall promptly notify each unsuccessful Bidder of the fact of award to the successful Bidder, pursuant to ITB Clause 35.

#### 39. Signing of the Contract

█ At the same time as the PROCURING ENTITY notifies the successful Bidder that its Bid has been accepted, the PROCURING ENTITY shall send the Contract Form to the Bidder, which Contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.

█ Within ten (10) calendar days from receipt of the Notice of Award, the successful Bidder shall sign and date the contract and return it to the PROCURING ENTITY.

#### 40. Performance Security

█ Within a maximum period of ten (10) calendar days from the receipt of the Notice of Award from the PROCURING ENTITY and in no case later than the signing of the contract between the successful Bidder and the PROCURING ENTITY, the successful Bidder shall furnish to the PROCURING ENTITY the Performance Security in accordance with the Conditions of Contract, and in the Form prescribed in the Bidding Documents.

█ Failure of the successful Bidder to comply with the requirement of ITB Clauses 40.2 or 41.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security, in which event the PROCURING ENTITY shall initiate and complete the post qualification of the second Lowest Calculated Bid. The procedure shall be repeated until the Lowest Calculated and Responsive Bid is identified and selected for contract award. However if no Bidder passed post-

qualification, the BAC shall declare the bidding a failure and conduct a re-bidding with re-advertisement.

41. Notice to Proceed

██████████ Within seven (7) calendar days from the date of approval of the Contract by the appropriate government approving authority, the PROCURING ENTITY shall issue its Notice to Proceed to the successful Supplier.

██████████ The date of the Supplier's receipt of the Notice to Proceed will be regarded as the effective date of the Contract, unless otherwise specified in the **BDS**.

42. **Protest Mechanism**

**Decisions of the procuring entity at any stage of the procurement process may be questioned in accordance with Section 55 of the IRR of RA 9184.**

***Section III.***  
***BID DATA SHEET***

## Bid Data Sheet

1.1	<i>The PROCURING ENTITY is <b>National Council on Disability Affairs (NCDA)</b></i>
2	<p><i>The Funding Source is:</i></p> <p><i>The Government of the Philippines (GOP) through the General Appropriations Act in the amount of <b>ONE MILLION THREE HUNDRED THOUSAND PESOS ONLY (Php 1,300,000.00)</b></i></p> <p><i>The Name of the Project is <b>PROCUREMENT OF NCDA SERVICE VEHICLE</b></i></p>
3.1	<i>No further instructions</i>
5.1	<i>Bidders should have been in the business with dealings similar to this Project for a period of at least five (5) years prior to the deadline of submission of bids.</i>
5.2	<i>None of the circumstances mentioned in the ITB Clause exists in this Project</i>
5.4	<p><i>The Bidder must have completed, within the last three (3) years, a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.</i></p> <p><i>Any of the following supporting documents should be attached:</i></p> <ul style="list-style-type: none"> <li><i>a. End-user's Acceptance or</i></li> <li><i>b. Certificate of Completion or</i></li> <li><i>c. Certificate of Satisfactory Performance</i></li> </ul> <p><i>*** See Annex 1</i></p> <p><i>*** Non-conformity to Annex 1 shall be a ground for disqualification</i></p>
5.5	<p><i>The Bidder must submit a computation of its <b>Net Financial Contracting Capacity (NFCC)</b>, which must be at least equal to the ABC of this Project:</i></p> <p style="text-align: center;"><i><math>NFCC = [(Current\ assets\ minus\ current\ liabilities)\ (15)]\ minus\ the\ value\ of\ all\ outstanding\ or\ uncompleted\ portions\ of\ the\ projects\ under\ ongoing\ contracts,\ including\ awarded\ contracts\ yet\ to\ be\ started\ coinciding\ with\ the\ contract\ for\ this\ Project</math></i></p> <p><i>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).</i></p>
7	<i>No further instructions</i>
8.1	<i>Subcontracting is not allowed</i>
8.2	<i>Not applicable</i>
9.1	<p><i>The Pre-bidding Conference shall be held on 20 November 2018; 10:00 AM at NCDA Board Room, Isidora Street Brgy. Holy Spirit, Quezon City. Prospective bidders can likewise may request for clarifications and/or inquiries in writing and shall be submitted to the Procuring Entity at the ff: address at least ten (10) days before the deadline for the submission of bids to:</i></p> <p style="text-align: center;"><i>MR. MATEO A. LEE, JR. CHAIRPERSON Bids and Awards Committee c/o BAC Secretariat 2/F NCDA Building Telefax: 951-59-25</i></p>

	<i>E-mail: supply.ncda@gmail.com</i>									
10.1	<p><i>The Procuring Entity's Address is:</i></p> <p><b>NATIONAL COUNCIL ON DISABILITY AFFAIRS</b>  <i>Isidora Street, Brgy. Holy Spirit, Quezon City</i></p> <p><i>Contact Person: MS. MADELINE HILARIO  MR. ALBERTO VILLA  Bids and Awards Committee Secretariat  Telefax: 951-59-25  E-mail: supply.ncda@gmail.com</i></p>									
12.1(a)	<p><i>The following documentary requirements shall be submitted, in <b>ORIGINAL COPY and COPY ONE (1)</b>, shall form part of the <b>Eligibility and Technical component Envelope (First Envelope)</b>:</i></p> <p><i>a. PhilGEPS Certificate of Registration and Membership</i></p> <p><i>b. A statement of all ongoing and completed government &amp; private contracts which shall include all such contracts within the last three (3) years prior to the deadline for the submission and receipt of bids.</i></p> <p><i>*** No attachments are required.</i></p> <p><i>*** See Annex II</i></p> <p><i>*** Non-Conformity to Annex II shall be a ground for Disqualification</i></p> <p><i>c. Statement of Completed Single Largest Contract of similar nature within the last Three (3) years prior to the date of submission and receipt of bids, equivalent to at least FIFTY percent (50%) of the ABC of this project.</i></p> <p><i>Any of the following supporting documents must be attached:</i></p> <p><i>(1) Certificate of Completion or</i></p> <p><i>(2) End-user's Acceptance or</i></p> <p><i>(3) Certificate of Satisfactory Performance</i></p> <p><i>*** See Annex I</i></p> <p><i>*** Non-conformity to Annex I shall be a ground for Disqualification.</i></p> <p><i>d. Duly signed NFCC computation, which must be at least equal to the ABC of this project;</i></p> <p><i>e. The bid security shall be limited to any of the following forms:</i></p> <table border="1" data-bbox="521 1809 1523 1991" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th data-bbox="521 1809 578 1843"></th> <th data-bbox="578 1809 1200 1843" style="text-align: center;"><i>Form</i></th> <th data-bbox="1200 1809 1523 1843" style="text-align: center;"><i>Amount</i></th> </tr> </thead> <tbody> <tr> <td data-bbox="521 1843 578 1951" style="text-align: center;"><i>A</i></td> <td data-bbox="578 1843 1200 1951"><i>Cash, Cashier's/Manager's Check, Bank Draft/Guarantee, irrevocable Letter of Credit (2% of ABC)</i></td> <td data-bbox="1200 1843 1523 1951" style="text-align: center;"><i>26,000.00</i></td> </tr> <tr> <td data-bbox="521 1951 578 1991" style="text-align: center;"><i>B</i></td> <td data-bbox="578 1951 1200 1991"><i>Bid Securing Declaration (See Annex III)</i></td> <td data-bbox="1200 1951 1523 1991" style="text-align: center;"><i>N/A</i></td> </tr> </tbody> </table> <p><i><b>Note:</b> The Cashier's/Manager's Check shall be issued in the name of NCD MISCELLANEOUS TRUST ACCOUNT</i></p> <p><i>f. Completed and signed conformity to Schedule of Requirements</i></p> <p><i>g. Conformity to Technical Specifications, completed &amp; signed</i></p> <p><i>h. Proof of Authority of the designated representative/s for purposes of this bidding.</i></p> <p><i>K.1. Duly signed and notarized Special Power of Attorney (SPA) – For sole proprietorship if owner opts to designate representative/s; or</i></p>		<i>Form</i>	<i>Amount</i>	<i>A</i>	<i>Cash, Cashier's/Manager's Check, Bank Draft/Guarantee, irrevocable Letter of Credit (2% of ABC)</i>	<i>26,000.00</i>	<i>B</i>	<i>Bid Securing Declaration (See Annex III)</i>	<i>N/A</i>
	<i>Form</i>	<i>Amount</i>								
<i>A</i>	<i>Cash, Cashier's/Manager's Check, Bank Draft/Guarantee, irrevocable Letter of Credit (2% of ABC)</i>	<i>26,000.00</i>								
<i>B</i>	<i>Bid Securing Declaration (See Annex III)</i>	<i>N/A</i>								

	<p><i>K.2. Duly signed and notarized Secretary's Certificate evidencing the authority of the designated representative/s issued by the corporation, cooperative or the members of the joint venture.</i></p> <p><i>i. Duly signed and notarized Omnibus Sworn Statements (See Annex IV);</i></p> <p><i>j. Certification that the Server Provider has at least five (5) years experience in security service with satisfactory performance from clients is required (Original &amp; Notarized)</i></p> <p><i>k. Certification that the Service Provider has taken under oath of its compliance with existing labor laws and standards (Original &amp; Notarized)</i></p> <p><i>l. Company Profile with Organizational Chart and Office Location Map;</i></p> <p><i>m. Bid Bulletin/s (if any)</i></p>
13.1	<p><i>The following documentary requirements shall be submitted, in Original Copy and Copy One, and shall form part of the Financial Component Envelope (Second Envelope)</i></p> <p><i>a. Completed and signed Bid Form</i></p> <p><i>b. Completed and signed Price Proposal Form. Must not exceed the total ABC, VAT Inclusive.</i></p>
13.2	<p><i>The ABC is ONE MILLION THREE HUNDRED THOUSAND PESOS ONLY (PhP1,300,000.00)</i></p>
15.(a) (iii)	<p><i>No incidental services required.</i></p>
15.(b)	<p><i>Not Applicable.</i></p>
16.1(b)	<p><i>The Bid prices for Goods supplied from within the Philippines shall be quoted in Philippine Pesos</i></p>
16.3	<p><i>Payment of the contract shall be made in Philippine Pesos</i></p>
17.1	<p><i>Bids will be valid for One Hundred Twenty (120) Calendar Days from the date of opening of bids.</i></p>
18.1	<p><i>The bid security shall be limited to ANY of the following forms:</i></p> <ol style="list-style-type: none"> <li><i>1. The amount of Php 26,000.00 [2% of ABC], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;</i></li> <li><i>2. Bid Securing Declaration (See Annex III)</i></li> </ol>
18.2	<p><i>The Bid Security shall be valid for One hundred Twenty (120) calendar days.</i></p>
18.5	<p><i>The bid security may be forfeited for any of the causes specified in Clause 18.5 (a)(i-xii) and (b)(i-iii)</i></p> <p><i>The following are the grounds for disqualification:</i></p> <ol style="list-style-type: none"> <li><i>1. Submission of eligibility requirements containing false information or falsified documents.</i></li> <li><i>2. Submission of Bids that contain false information or falsified documents, or the concealment of such information in the Bids in order to influence the outcome of eligibility screening or any other stage of the public bidding.</i></li> </ol>

	<ol style="list-style-type: none"> <li>3. <i>Allowing the use of one's name, or using the name of another for purposes of public bidding.</i></li> <li>4. <i>Withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the Lowest Calculated Responsive Bid or Highest Rated Responsive Bid.</i></li> <li>5. <i>Refusal to clarify or validate in writing its Bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification.</i></li> <li>6. <i>Refusal or failure to post the required performance security within the prescribed time;</i></li> <li>7. <i>Any documented attempt by a bidder to unduly influence the outcome of the bidding in his favor.</i></li> <li>8. <i>Failure of the potential joint venture partners to enter into the joint venture after the bid is declared successful; or</i></li> <li>9. <i>All other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.</i></li> </ol>
20.3	<p><i>Each Bidder shall submit the following in one (1) "mother" envelope duly sealed and labeled, containing two (2) sets of envelopes:</i></p> <p><i>First envelope containing two (2) sets of Eligibility and Technical documents duly sealed and marked as "Original Copy" and "Copy One."</i></p> <p><b>"ALL ORIGINAL GOVERNMENT ISSUED DOCUMENTS TO BE ATTACHED IN THE ELIGIBILITY AND TECHNICAL COMPONENT ENVELOPE ("ORIGINAL COPY") AS ORIGINAL COPY AND COPY ONE ("COPY ONE") MUST BE CERTIFIED AS TRUE COPY SIGNED IN BLUE INK, ON ALL PAGES THEREOF, BY THE BIDDER OR THE AUTHORIZED REPRESENTATIVE"</b></p> <p><b>IMPORTANT NOTE: ORIGINAL DOCUMENTS SHALL BE RETURNED RIGHT AFTER THE BID OPENING, IF NO MOTION FOR RECONSIDERATION IS TO BE FILED BY THE CONCERNED BIDDER.</b></p> <p><i>Second envelope containing two (2) sets of Financial Bid documents duly sealed and marked as "Original Copy" and "Copy One."</i></p> <p><i>"Copy One" of documents in the first and second envelopes must be certified as true copies of the original, signed in blue ink, on all pages thereof, by the bidder or the authorized representative.</i></p> <p><b>*** See Annex IV-A, IV-B &amp; IV-C</b></p> <p><b>*** Non-conformity to Annex IV-A, IV-B and IV-C shall be a ground for disqualification.</b></p>
20.4	<p><i>All envelopes shall be labeled/marked as follows:</i></p> <p><b>TO : MR. MATEO A. LEE, JR. CHAIRPERSON BIDS &amp; AWARDS COMMITTEE NCDA</b></p> <p><b>FROM : _____</b> <i>(Name of bidder in capital letters)</i></p> <p><b>ADDRESS: _____</b> <i>(Address of bidder in capital letters)</i></p> <p><b>PROJECT: PROCURMENT OF NCDA SERVICE VEHICLE.</b></p> <p><b>BID REFERENCE NO.: 18110518</b></p>



	<b>ABC : Php 1,300,000.00</b>								
21	<p>The Address for Submission of Bids is 2/F, NCDABuilding, Isidora Street, Brgy. Holy Spirit, Quezon City</p> <p>The deadline for Submission of Bids is Thursday, November 22, 2018 at 2:00 PM.</p>								
24.1	<p>The place of Bid opening is at NCDABoard Room, G/F NCDABuilding, Isidora Street, Brgy Holy Spirit , Quezon City</p> <p>Date and time of Bid opening is Friday, November 23, 2018 at 10:00 AM.</p>								
24.2	No further instructions.								
27.1	No further instructions.								
28.3	No further instructions.								
28.3(b)	Bid modification is not allowed.								
28.4	No further instructions.								
29.2(a)	<p>For Post-Qualification Purposes, only tax returns filed and taxes paid through the BIR Electronic Filing &amp; Payment System (EFPS) shall be accepted.</p> <p>Note: The latest income and business tax returns are those within the last two years preceding the date of bid submission</p> <p>A. Income Tax Return – Annual Tax Return 2016 and 2017</p> <p>B. Value Added Tax (VAT) Return – Annual VAT Return 2016 and 2017</p>								
32.(g)	No further instructions.								
33.2	<p>The winning bidder/contractor shall submit, within ten (10) calendar days from receipt of the Notice of Award (NOA), a Performance security in either of the following acceptable forms, denominated in Philippine Pesos and posted in favor of the Procuring Entity (NCDAMiscellaneous Trust Account) in amount equal to the percentage of the total contract price in accordance with the following schedule:</p> <table border="1" data-bbox="425 1626 1336 2400"> <thead> <tr> <th>Form of Performance Security</th> <th>Amount of Performance Security (Equal to Percentage of the Total Contract Price)</th> </tr> </thead> <tbody> <tr> <td>Cash or cashier's/manager's check issued by a universal or commercial bank</td> <td></td> </tr> <tr> <td>Bank draft/guarantee or irrevocable letter of credit issued by a universal or commercial bank: Provided, however, that it shall be confirmed or authenticated by a universal or commercial bank, if issued by a foreign bank.</td> <td>Five percent (5%)</td> </tr> <tr> <td>Surety bond upon callable demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</td> <td>Thirty percent (30%)</td> </tr> </tbody> </table>	Form of Performance Security	Amount of Performance Security (Equal to Percentage of the Total Contract Price)	Cash or cashier's/manager's check issued by a universal or commercial bank		Bank draft/guarantee or irrevocable letter of credit issued by a universal or commercial bank: Provided, however, that it shall be confirmed or authenticated by a universal or commercial bank, if issued by a foreign bank.	Five percent (5%)	Surety bond upon callable demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Thirty percent (30%)
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	<p><i>** Revised IRR, October 29, 2016 **</i></p>
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***Section IV.***  
***GENERAL CONDITIONS OF CONTRACT***

**Notes on the General Conditions of Contract**

The GCC in Section IV, read in conjunction with the SCC in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

The GCC herein shall not be altered. Any changes and complementary information, which may be needed, shall be introduced only through the SCC in Section V.

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## 1. Definitions

1.1. In this Contract, the following terms shall be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between the PROCURING ENTITY and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) "The GOODS" means all of the supplies, equipment, machinery, spare parts, other materials and/or general support services which the Supplier is required to provide to the PROCURING ENTITY under the Contract.
- (d) "The Services" means those services ancillary to the supply of the GOODS, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- (e) "GCC" means the General Conditions of Contract contained in this Section.
- (f) "SCC" means the Special Conditions of Contract.
- (g) "The PROCURING ENTITY" means the organization purchasing the GOODS, as named in the SCC.
- (h) "The PROCURING ENTITY's country" is the Philippines.
- (i) "The Supplier" means the individual contractor, manufacturer distributor, or firm supplying/manufacturing the GOODS and Services under this Contract and named in the SCC.
- (j) The "Funding Source" means the organization named in the SCC.
- (k) "The Project Site," where applicable, means the place or places named in the SCC.
- (l) "Day" means calendar day.
- (m) The "Effective Date" of the contract will be the date of receipt by the Supplier of the Notice to Proceed or the date provided in the Notice to Proceed. Performance of all obligations shall be reckoned from the Effective Date of the Contract.
- (n) "Verified Report" refers to the report submitted by the Implementing Unit to the Head of the PROCURING ENTITY setting forth its findings as to the existence of grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.

## 2. Corrupt, Fraudulent, and Coercive Practices

2.1. The PROCURING ENTITY as well as the bidders, contractors, manufacturers, suppliers, or distributors shall observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the PROCURING ENTITY:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
  - (a.1) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully

enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the Government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019.

(a.2) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the PROCURING ENTITY, and includes collusive practices among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial, non-competitive levels and to deprive the PROCURING ENTITY of the benefits of free and open competition.

(a.3) "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the PROCURING ENTITY, designed to establish Bid prices at artificial, non-competitive levels.

(a.4) "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;

(b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.

2.2. Further the Funding Source, Borrower or PROCURING ENTITY, as appropriate, will seek to impose the maximum civil, administrative and/or criminal penalties available under the applicable law on individuals and organizations deemed to be involved with any of the practices mentioned in **GCC** Clause 2.1(a).

### 3. Inspection and Audit by the Funding Source

3.1. The Supplier shall permit the Funding Source to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Funding Source, if so required by the Funding Source.

### 4. Governing Law and Language

4.1. This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines.

4.2. This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All correspondence and other documents pertaining to this Contract exchanged by the parties shall be written in English.

### 5. Notices

5.1. Any notice, request, or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request, or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the SCC, which shall be effective when delivered and duly received or on the notice's effective date, whichever is later.

5.2. A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the SCC for **GCC** Clause 5.1.

6. Scope of Contract
  - 6.1. The GOODS and Related Services to be provided shall be as specified in Section VI. Schedule of Requirements. 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. Any additional requirements for the completion of this Contract shall be provided in the SCC.
7. SUBCONTRACTING
  - 7.1 Subcontracting of any portion of the Goods, if allowed in the BDS, does not relieve the Supplier of any liability or obligation under this Contract. The Supplier will be responsible for the acts, defaults and negligence of any subcontractor, its agents, servants or workmen as fully as if these were the Supplier's own acts, default, or negligence or those of its agents, servants or workmen.
  - 7.2 Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract, subject to compliance with the required qualifications and the approval of the Procuring Entity.
8. PROCURING ENTITY's Responsibilities
  - 8.1. Whenever the performance of the obligations in this Contract requires that the Supplier obtain permits, approvals, import, and other licenses from local public authorities, the PROCURING ENTITY shall, if so needed by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.
  - 8.2. The PROCURING ENTITY shall pay all costs involved in the performance of its responsibilities in accordance with **GCC** Clause 6.
9. Prices
  - 9.1. Prices charged by the Supplier for GOODS delivered and/or Services performed under this Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any change in price resulting from a Change Order issued in accordance with **GCC** Clause 29, or if applicable, adjustments authorized in accordance with the price adjustment provisions specified in the SCC.
  - 9.2. Prices charged by the Supplier for Goods delivered and/or services performed under this Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any change in price resulting from a Change Order issued in accordance with GCC Clause 29.
10. Payment
  - 10.1. Payments shall be made only upon a certification by the Head of the PROCURING ENTITY to the effect that the Goods have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted. Except with the prior approval of the President no payment shall be made for services not yet rendered or for supplies and materials not yet delivered under this Contract. Ten percent (10%) of the amount of each payment shall be retained by the PROCURING ENTITY to cover the Supplier's warranty obligations under this Contract as described in **GCC** Clause 17.
  - 10.2. The Supplier's request(s) for payment shall be made to the PROCURING ENTITY in writing, accompanied by an invoice describing, as appropriate, the GOODS delivered and/or Services performed, and by documents submitted pursuant to the SCC provision for **GCC** Clause 2, and upon fulfillment of other obligations stipulated in this Contract.

- 10.3. Pursuant to **GCC** Clause 10.2, payments shall be made promptly by the PROCURING ENTITY, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.
- 10.4. Unless otherwise specified in the SCC, the currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.

11. Advance Payment and Terms of Payment

11.1 Advance payment shall be made only after prior approval of the President, and shall not exceed fifteen percent (15%) of the Contract amount, unless otherwise directed by the President or in cases allowed under Annex "D" of RA 9184.

11.2 For Goods supplied from abroad, the terms of payment shall be as follows:

- (a) On Contract Signature: Ten percent (10%) of the Contract Price shall be paid within sixty (60) days from signing of the Contract and upon submission of a claim and a bank guarantee for the equivalent amount valid until the Goods are delivered and in the form provided in Section VIII. Bidding Forms.
- (b) On Delivery: Seventy percent (70) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the SCC provision on Delivery and Documents.
- (c) On Acceptance: The remaining twenty percent (20%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the Procuring Entity's authorized representative. In the event that no inspection or acceptance certificate is issued by the Procuring Entity's authorized representative within forty five (45) days of the date shown on the delivery receipt the Supplier shall have the right to claim payment of the remaining twenty percent (20%) subject to the Procuring Entity's own verification of the reason(s) for the failure to issue documents (vii) as described in the SCC provision on Delivery and Documents.

11.3 All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.

12. Taxes and Duties

The Supplier, whether local or foreign, shall be entirely responsible for all the necessary taxes, stamp duties, license fees, and other such levies imposed for the completion of this Contract.

13. Performance Security

13.1. Unless otherwise specified in the SCC, within ten (10) calendar days from receipt of the Notice of Award from the PROCURING ENTITY but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security prescribed by the PROCURING ENTITY in any of the following forms:

- (a) Cash, certified check, cashier's check, manager's check, bank draft or irrevocable letter of credit in the amount of five percent (5%) of the Contract Price;
- (b) Bank guarantee in the form prescribed in Section VIII. Sample Forms in the amount of ten percent (10%) of the Contract Price;



- (c) Surety bond in the amount of thirty percent (30%) of the Contract Price; or
  - (d) Foreign government guarantee in the amount of one hundred percent (100%) of the Contract Price.
- 13.2. The proceeds of the performance security shall be payable to the PROCURING ENTITY as compensation for any loss resulting from the Supplier's failure to complete its obligations under this Contract.
- 13.3. The performance security shall be denominated in the currency provided in this Contract, or in a freely convertible currency acceptable to the PROCURING ENTITY and shall be in one of the following forms:
  - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the PROCURING ENTITY's country or abroad, acceptable to the PROCURING ENTITY, in the form provided in the Bidding Documents or another form acceptable to the PROCURING ENTITY;
  - (b) a cashier's or certified check; or
  - (c) such form as may be specified in the SCC.
- 13.4. The performance security will be discharged by the PROCURING ENTITY and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract and the issuance of certification to that effect by the PROCURING ENTITY, including any warranty obligations, unless otherwise specified in the SCC.
- 14. Use of Contract Documents and Information
  - 14.1. The Supplier shall not, except for purposes of performing the obligations in this Contract, without the PROCURING ENTITY's prior written consent, disclose this Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the PROCURING ENTITY. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
  - 14.2. Any document, other than this Contract itself, enumerated in **GCC** Clause 14.1 shall remain the property of the PROCURING ENTITY and shall be returned (all copies) to the PROCURING ENTITY on completion of the Supplier's performance under this Contract if so required by the PROCURING ENTITY.
- 15. Standards
  - 15.1. The GOODS provided under this Contract shall conform to the standards mentioned in the Section VII. Technical Specifications; and, when no applicable standard is mentioned, to the authoritative standards appropriate to the GOODS' country of origin. Such standards shall be the latest issued by the institution concerned.
- 16. Inspection and Tests
  - 16.1. The PROCURING ENTITY or its representative shall have the right to inspect and/or to test the GOODS to confirm their conformity to the Contract specifications at no extra cost to the PROCURING ENTITY. The SCC and **Error! Reference source not found.** 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.
  - 16.2. If applicable, the inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the GOODS' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and

production data, shall be furnished to the inspectors at no charge to the PROCURING ENTITY.

- 16.3. The PROCURING ENTITY or its designated representative shall be entitled to attend the tests and/or inspections referred to in this Clause provided that the PROCURING ENTITY shall bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 16.4. The PROCURING ENTITY may reject any GOODS or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected GOODS or parts thereof or make alterations necessary to meet the specifications at no cost to the PROCURING ENTITY, and shall repeat the test and/or inspection, at no cost to the PROCURING ENTITY, upon giving a notice pursuant to **GCC** Clause 5.
- 16.5. The Supplier agrees that neither the execution of a test and/or inspection of the GOODS or any part thereof, nor the attendance by the PROCURING ENTITY or its representative, shall release the Supplier from any warranties or other obligations under this Contract.

## 17. Warranty

- 17.1. The Supplier warrants that the GOODS supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials except when the design and/or material required by the PROCURING ENTITY provides otherwise.
- 17.2. The Supplier further warrants that all GOODS supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier, that may develop under normal use of the supplied GOODS in the conditions prevailing in the country of final destination.
- 17.3. In order to assure that manufacturing defects shall be corrected by the Supplier, manufacturer, or distributor, as the case may be, a warranty shall be required from the Supplier for a minimum period of three (3) months, in the case of supplies, and one (1) year, in the case of equipment, after performance of the contract or other such period as may be specified in the SCC. The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to at least ten percent (10%) of every progress payment, or a special bank guarantee equivalent to at least ten percent (10%) of the total Contract Price or other such amount if so specified in the SCC. The said amounts shall only be released after the lapse of the warranty period: Provided, however, that the GOODS supplied are free from patent and latent defects and all the conditions imposed under the Contract have been fully met.
- 17.4. The PROCURING ENTITY shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 17.5. Upon receipt of such notice, the Supplier shall, within the period specified in the SCC and with all reasonable speed, repair or replace the defective GOODS or parts thereof, without costs to the PROCURING ENTITY.
- 17.6. If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in the SCC, the PROCURING ENTITY may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the PROCURING ENTITY may have against the Supplier under the Contract and under the applicable law.

## 18. Delays in the Supplier's Performance

- 18.1. Delivery of the GOODS and/or performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the PROCURING ENTITY in Section VI. Schedule of Requirements.

- 18.2. If at any time during the performance of this Contract, the Supplier or its Subcontractor(s) should encounter conditions impeding timely delivery of the GOODS and/or performance of Services, the Supplier shall promptly notify the PROCURING ENTITY in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, and upon causes provided for under **GCC** Clause 22, the PROCURING ENTITY shall evaluate the situation and may extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of Contract.
- 18.3. Except as provided under **GCC** Clause 22, a delay by the Supplier in the performance of its obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to **GCC** Clause 19, unless an extension of time is agreed upon pursuant to **GCC** Clause 29 without the application of liquidated damages.
19. Liquidated Damages
- 19.1. Subject to **GCC** Clauses 18 and 22, if the Supplier fails to deliver any or all of the GOODS and/or to perform the Services within the period(s) specified in this Contract, the PROCURING ENTITY shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the delivered price of the delayed GOODS or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the SCC. Once the maximum is reached, the PROCURING ENTITY may consider termination of the Contract pursuant to **GCC** Clause 23.
20. Settlement of Disputes
- 20.1. If any dispute or difference of any kind whatsoever shall arise between the PROCURING ENTITY and the Supplier in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 20.2. If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the PROCURING ENTITY or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 20.3. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be settled by arbitration. Arbitration may be commenced prior to or after delivery of the GOODS under this Contract.
- 20.4. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 20.5. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the PROCURING ENTITY shall pay the Supplier any monies due the Supplier.
21. Liability of the Supplier
- 21.1. The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines, subject to additional provisions, if any, set forth in the SCC.
- 21.2. Except in cases of criminal negligence or willful misconduct, and in the case of infringement of patent rights, if applicable, the aggregate liability of the Supplier to the PROCURING ENTITY shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

22. Force Majeure

- 22.1. The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of a *force majeure*.
- 22.2. For purposes of this Contract the terms "*force majeure*" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or *force majeure* shall be interpreted to mean an event which the Contractor could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Contractor.
- 22.3. If a *force majeure* situation arises, the Supplier shall promptly notify the PROCURING ENTITY in writing of such condition and the cause thereof. Unless otherwise directed by the PROCURING ENTITY in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the *force majeure*.

23. Termination for Default

- 23.1. The PROCURING ENTITY shall terminate this Contract for default when any of the following conditions attends its implementation:
- (a) Outside of *force majeure*, the Supplier fails to deliver or perform any or all of the GOODS within the period(s) specified in the contract, or within any extension thereof granted by the PROCURING ENTITY pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contact price;
  - (b) As a result of *force majeure*, the Supplier is unable to deliver or perform any or all of the GOODS, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days after receipt of the notice from the PROCURING ENTITY stating that the circumstance of force majeure is deemed to have ceased; or
  - (c) The Supplier fails to perform any other obligation under the Contract.
- 23.2. In the event the PROCURING ENTITY terminates this Contract in whole or in part, for any of the reasons provided under **GCC** Clauses 23 to 26, the PROCURING ENTITY may procure, upon such terms and in such manner as it deems appropriate, GOODS or Services similar to those undelivered, and the Supplier shall be liable to the PROCURING ENTITY for any excess costs for such similar GOODS or Services. However, the Supplier shall continue performance of this Contract to the extent not terminated.
- 23.3. In case the delay in the delivery of the GOODS and/or performance of the Services exceeds a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the Supplier, the PROCURING ENTITY may terminate this Contract, forfeit the Supplier's performance security and award the same to a qualified Supplier.

24. Termination for Insolvency

- 24.1. The PROCURING ENTITY shall terminate this Contract if the Supplier is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the PROCURING ENTITY and/or the Supplier.

25. Termination for Convenience

- 25.1. The PROCURING ENTITY may terminate this Contract, in whole or in part, at any time for its convenience. The Head of the PROCURING ENTITY may terminate a contract for the convenience of the Government if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and national government policies.
- 25.2. The GOODS that have been delivered and/or performed or are ready for delivery or performance within thirty (30) calendar days after the Supplier's receipt of Notice to Terminate shall be accepted by the PROCURING ENTITY at the contract terms and prices. For GOODS not yet performed and/or ready for delivery, the PROCURING ENTITY may elect:
- (a) to have any portion delivered and/or performed and paid at the contract terms and prices; and/or
  - (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed and/or performed goods and for materials and parts previously procured by the Supplier.
- 25.3. If the Supplier suffers loss in its initial performance of the terminated contract, such as purchase of raw materials for goods specially manufactured for the PROCURING ENTITY which cannot be sold in open market, it shall be allowed to recover partially from this Contract, on a *quantum meruit* basis. Before recovery may be made, the fact of loss must be established under oath by the Supplier to the satisfaction of the PROCURING ENTITY before recovery may be made.
26. Termination for Unlawful Acts
- 26.1. The PROCURING ENTITY may terminate this Contract in case it is determined *prima facie* that the Supplier has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:
- (a) Corrupt, fraudulent, and coercive practices as defined in **ITB** Clause 3.1(a);
  - (b) Drawing up or using forged documents;
  - (c) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
  - (d) Any other act analogous to the foregoing.
27. Procedures for Termination of Contracts
- 27.1. The following provisions shall govern the procedures for termination of this Contract:
- (a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;
  - (b) Upon recommendation by the Implementing Unit, the Head of the PROCURING ENTITY shall terminate this Contract only by a written notice to the Supplier conveying the termination of this Contract. The notice shall state:
    - (b.1) that this Contract is being terminated for any of the ground(s) afore-mentioned, and a statement of the acts that constitute the ground(s) constituting the same;
    - (b.2) the extent of termination, whether in whole or in part;

- (b.3) an instruction to the Supplier to show cause as to why this Contract should not be terminated; and
- (b.4) special instructions of the PROCURING ENTITY, if any.
- (c) The Notice to Terminate shall be accompanied by a copy of the Verified Report;
- (d) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the Head of the PROCURING ENTITY a verified position paper stating why this Contract should not be terminated. If the Supplier fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the Head of the PROCURING ENTITY shall issue an order terminating this Contract;
- (e) The PROCURING ENTITY may, at anytime before receipt of the Supplier's verified position paper to withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Supplier's receipt of the notice;
- (f) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the Head of the PROCURING ENTITY shall decide whether or not to terminate this Contract. It shall serve a written notice to the Supplier of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Supplier of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate; and
- (g) The Head of the PROCURING ENTITY may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the Head of the PROCURING ENTITY.

28. Assignment of Rights

- 28.1. The Supplier shall not assign his rights or obligations under this Contract, in whole or in part, except with the PROCURING ENTITY's prior written consent.

29. Contract Amendment

- 29.1. Subject to applicable laws, no variation in or modification of the terms of this Contract shall be made except by written amendment signed by the parties.

30. Application

- 30.1. These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of this Contract.

*Section V.*  
***SPECIAL CONDITIONS OF CONTRACT***

## Special Conditions of Contract

GCC Clause	
1.1(g)	<i>The PROCURING ENTITY is National Council on Disability Affairs (NCDA)</i>
1.1(i)	<i>The Supplier is [to be inserted at the time of contract award].</i>
11.1(j)	<i>The Funding Source is the GOP through General Appropriations Act in the amount of One Million Three Hundred Pesos Only (P1,300,000.00).</i>
1.1(k)	<i>The Project Site is located at NCDA Bldg., Isidora Street, Brgy. Holy Spirit, Quezon City.</i>
5.1	<p><i>The PROCURING ENTITY's address for Notices is:</i></p> <p><i>National Council on Disability Affairs</i></p> <p><i>NCDA Building, Isidora Street, Brgy. Holy Spirit, Quezon City</i></p> <p><i>The Supplier's address for Notices is:</i></p> <p>_____</p> <p>_____</p>
6.2	<i>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Schedule of Requirements.</i>
9.1	<i>For the given scope of work in this Contract as awarded, all bid prices are considered fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances and prior approval of the GPPB in accordance with Section 61 of R.A. 9184 and its IRR or except as provided in this Clause.</i>
10.4	<i>Not applicable.</i>
13.(c)	<i>No further instructions</i>
16.1	<i>None</i>
17.3	<i>No further instructions.</i>
17.4	<i>No further instructions.</i>
18.2	<i>A delay by the Supplier in the Performance of its obligations and other synonymous incidents shall render the Supplier liable to the imposition of liquidated damages.</i>
19	<i>The applicable rate of the one tenth (1/10) of one (1) percent of the cost of the unperformed portion for everyday of delay until actual delivery or performance. The maximum deduction shall be ten percent (10%) of the amount of contract. Once the maximum is reached, the Procuring Entity shall rescind the Contract pursuant to GCC Clause 23, without prejudice to other courses of action and remedies open to it.</i>
21.1	<i>All partners to the joint venture shall be jointly and severally liable to the Procuring Entity.</i>



*Section VI.*  
***SCHEDULE OF REQUIREMENTS***



*Section VII.*

***TECHNICAL SPECIFICATIONS***

## Technical Specifications

Lot No.	ITEM DESCRIPTION	Bidder's Specifications	Detailed Specifications
	Procurement of NCDCA Service Vehicle		
	<p>Crossover Utility Vehicle</p> <p>Vehicle Gross Weight: at least 1,650 kg</p> <p>Overall length/width/height: at least 4,450 x 1,680 x 1,700mm</p> <p>Seating Capacity: at least seven (7) passengers including driver</p> <p>Gasoline engine: 4 cylinder in-line, 16 valve, at least 1400 cc but not exceeding 1500 cc</p> <p>Emission Rating: Euro IV complaint</p> <p>Transmission: 4 speed, automatic</p> <p>Steering: Power assisted, left hand drive</p> <p>Suspension: Manufacturer's specifications</p> <p>Tires and Rim: at least 205/55 R16 alloy wheels (type of rim)</p> <p>Interior: Day and night rear view mirror, AM/FM stereo with DVD player</p> <p>Interior: Day and night rear view mirror, AM/FM stereo with DVD player</p> <p>Windows: Power windows with central locking system</p> <p>Interior: Day and night rear view mirror, AM/FM stereo with DVD player</p> <p>Incidental Service: Three (3) years inclusive service warranty; One (1) year comprehensive GSIS car insurance coverage; LTO Registration</p> <p>Additional Provisions: Vehicle Manual; One (1) kit of standard tools, early warning device (EWD), spare tire and wheel equipment.</p> <p>Incidental Services: Three (3) years inclusive service warranty; One (1) year comprehensive GSIS car insurance coverage; LTO Registration</p> <p>Additional Provisions: Vehicle Manual; One (1) kit of standard tools, early warning device (EWD), spare tire and wheel equipment</p> <p>Manufacturer and its Service Centers should be at least 20 years in the industry</p>		

*Section VIII.*

***CHECKLIST OF TECHNICAL AND  
FINANCIAL ENVELOPE REQUIREMENTS  
FOR BIDDERS***

*Checklist of Technical & Financial Envelope Requirements for Bidders*

LEGAL DOCUMENTS (Class "A" Documents)

- Department of Trade and Industry (DTI) business name registration or SEC Registration Certificate, whichever may be appropriate under existing laws of the Philippines, supported with the necessary information using the prescribed forms
- Valid and current Mayor's permit/municipal license
- BIR Registration Certification, which contains the Taxpayer's Identification Number
- Statement of the prospective bidder that it is not "blacklisted" or barred from bidding by the Government or any of its agencies, offices, corporations or LGUs, including non-inclusion in the Consolidated Blacklisting Report issued by the GPPB or CIAP
- Articles of Incorporation, Partnership or Cooperation, whichever is applicable, including amendments thereto, if any
- Sworn affidavit of the bidder that it is not related to the head of procuring entity, members of the BAC, TWG and Secretariat and members of the PMO, and the designers of the project, by consanguinity or affinity up to the third civil degree
- Valid joint venture agreement, in case of a joint venture
- Letter authorizing the BAC or its duly authorized representative/s to verify any or all of the documents submitted for eligibility check
- Certification under oath that each of the documents submitted in satisfaction of the eligibility requirements is an authentic and original copy, or a true and faithful reproduction of the original, complete, and that all statements and information provided therein are true and correct

TECHNICAL DOCUMENT

- Statement of ongoing and similar completed government and private contracts within the period specified in the IAEB, including contracts awarded but not yet started
  1. Ongoing or Awarded but not yet started. The statement shall include for each contract the following:
    - I. Parties to the contract; (contact numbers, address, contact person, number of security guards/contract;
    - II. Duration (inclusive dates) of the contract;
    - III. Amount of contract;
    - IV. Date of delivery
- Copies of end-user's acceptance letters for completed contracts
- Specification of whether or not the prospective bidder is a manufacturer, supplier or distributor.

## FINANCIAL DOCUMENTS

- Audited financial statements, stamped "received" by the BIR or its duly accredited and authorized institutions, for the immediately preceding calendar year, showing among others the total assets and liabilities.
- Duly signed computation of Net Financial Contracting Capacity (NFCC), OR
- Certificate of commitment specific to the contract at hand, issued by a licensed bank to extend to the bidder a credit line if awarded the contract, OR
- A cash deposit certificate certifying a hold out on cash deposits issued by a licensed bank, which shall also be specific to the contract to be bid, in an amount not lower than that set by the procuring entity in the Bidding Documents, which shall be at least equal to ten percent (10%) of the approved budget for the contract.
  - Bid Securing Declaration Form

## Checklist of Technical & Financial Envelope Requirements for Bidders

The Technical Component shall contain the following:

- Bid Security
- Authority of the signing official
- Production/Delivery Schedule
- Manpower Requirements
- After-sales service/parts, if applicable
- Technical Specifications
- Commitment from a licensed bank to extend to the bidder a credit line if awarded the contract to be bid, or a cash deposit equivalent to 10% of the Approved Budget for the contract to be bid (ABC);
- Duly Notarized Certificate in compliance with existing labor laws & standards and other social legislation, such as SSS, Pag-ibig, etc. in the case of Procurement of Services
- Sworn Affidavit of compliance with the Disclosure Provision under Section 47 of the Act in relation to other provisions of RA 3019
- Duly signed

## *Section IX.*

# *BIDDING FORMS*

### **Notes on the Bidding Forms**

The Bidder shall complete and submit with its Bid the **Bid Form** and **Price Schedules** in accordance with **ITB** Clause 17 with the requirements of the Bidding Documents and the format set out in this Section.

When requested in the BDS, the Bidder should provide the **Bid Security**, either in the form included hereafter or in another form acceptable to the Entity, pursuant to **ITB** Clause 21.1.

The **Contract Agreement Form**, when it is finalized at the time of contract award, should incorporate any corrections or modifications to the accepted Bid resulting from price corrections. The Price Schedule and Schedule of Requirements deemed to form part of the contract should be modified accordingly.

The **Performance Security Form** and **Bank Guarantee Form for Advance Payment** should not be completed by the Bidders at the time of their Bid preparation. Only the successful Bidder will be required to provide performance security and bank guarantee for advance payment in accordance with one of the forms indicated herein or in another form acceptable to the Procuring Entity and pursuant to **GCC** Clause 13 and its corresponding SCC provision.

The sworn affidavit must be completed by all Bidders in accordance with **ITB** Clause 4.2 failure to do so and submit it with the bid shall result in the rejection of the bid and the Bidder's disqualification.



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

Invitation to Bid<sup>1</sup> N°: \_\_\_\_\_

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

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform] [description of the Goods]* in conformity with the said Bidding Documents for the sum of *[total Bid amount in words and figures]* 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.

We agree to abide by this Bid for the Bid Validity Period specified in BDS provision for **ITB** Clause 21.2 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:<sup>2</sup>

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

(if none, state "None")

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

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<sup>1</sup> If ADB, JBIC and WB funded projects, use IFB.

<sup>2</sup> Applicable only if the Funding Source is the ADB, JBIC or WB.

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

We certify/confirm that we comply with the eligibility requirements as per **ITB** Clause 5 of the Bidding Documents.

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

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

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

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

**For Goods Offered From Abroad**

Name of Bidder \_\_\_\_\_, Invitation to Bid<sup>3</sup> Number \_\_\_\_, Page \_\_\_\_ of \_\_\_\_\_.

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

<sup>3</sup> If ADB, JBIC and WB funded projects, use IFB.

**For Goods Offered From Within the Philippines**

Name of Bidder \_\_\_\_\_ . Invitation to Bid<sup>4</sup> Number \_\_\_\_ . Page \_\_\_\_\_ of \_\_\_\_\_ .

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Cost of local labor, raw material, and component <sup>2</sup>	Total price EXW per item (cols. 4 x 5)	Unit prices per item final destination and unit price of other incidental services	Sales and other taxes payable per item if Contract is awarded	Total Price delivered Final Destination (col 8 + 9) x 4

<sup>4</sup> If ADB, JBIC and WB funded projects, use IFB.

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
  
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the Bid Form and the Price Schedule submitted by the Bidder;
  - (b) the Schedule of Requirements;
  - (c) the Technical Specifications;
  - (d) the General Conditions of Contract;
  - (e) the Special Conditions of Contract; and
  - (f) the Entity's Notification of Award.
  
3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
  
4. The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such

other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

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

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Entity)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Supplier).

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 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 of *[Name of Bidder]*, I have full power and authority to do, execute and perform any and all acts necessary to represent it in the bidding for *[Name of the Project]* of the *[Name of the Procuring Entity]*;

*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 and/or to represent the *[Name of Bidder]* in the bidding as shown in the attached *[state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate issued by the corporation or the members of the joint venture)]*;

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:* I am 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

d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.

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

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

*[JURAT]*



Name of Procuring Entity:  
National Council on Disability Affairs

Name of the Project:  
Provision of Security Services in the National  
Council on Disability Affairs for CY 2019  
Location of the Project: NCDCA Bldg., Isidora St.,  
Brgy. Holy Spirit, Quezon City

*Bank Guarantee Form for Advance Payment*

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To: *[name and address of PROCURING ENTITY]*  
*[name of Contract]*

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause 10 of the General Conditions of Contract to provide for advance payment, *[name and address of Supplier]* (hereinafter called the "Supplier") shall deposit with the PROCURING ENTITY a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[bank or financial institution]*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the PROCURING ENTITY on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding *[amount of guarantee in figures and words]*.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the PROCURING ENTITY and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

\_\_\_\_\_  
*[name of bank or financial institution]*

\_\_\_\_\_  
*[address]*

\_\_\_\_\_  
*[date]*