

PHILIPPINE BIDDING DOCUMENTS

***Purchase of Materials
for the Construction
of Alternative
Learning System
Building – DepEd***

PID NO. 2023-039

Government of the Republic of the Philippines

**Sixth Edition
July 2020**

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national

buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid



INVITATION TO BID FOR ***Purchase of Materials for the Construction of Alternative Learning System Building – DepEd***

1. The *Municipality of Compostela*, through the *Supplemental Budget No.1 LSB Fund 2022* intends to apply the sum of *Three Hundred Fifteen Thousand Four Hundred Eighty-Four Pesos and Thirty Centavos Only (P315,484.30)* being the ABC to payments under the contract *Purchase of Materials for the Construction of Alternative Learning System Building – DepEd with Project Identification No. 2023-039*. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *Municipality of Compostela* now invites bids for the above Procurement Project. Delivery of the Goods is required *10 days upon receipt of P.O.* Bidders should have completed, within *Five (5) years* from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

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

4. Prospective Bidders may obtain further information from *Municipality of Compostela* and inspect the Bidding Documents at the address given below during *8:00 a.m to 5:00 p.m office hour*.
5. A complete set of Bidding Documents may be acquired by interested Bidders on ***February 24, 2023 to March 7, 2023*** from the given address and website(s) below *and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Five Hundred Pesos (P500.00)*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees ***to be presented in person***.
6. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before ***March 7, 2023 at 1:00 p.m.*** Late bids shall not be accepted.

7. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
8. Bid opening shall be on **March 7, 2023 at 1:30 p.m.** at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
9. The *Municipality of Compostela* reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
10. For further information, please refer to:

EDWARD FORD N. DAGATAN
BAC Office
2nd Floor, Municipal Hall Building, Dagohoy St., Purok 2,
Poblacion, Compostela, Davao de Oro
CP#: 0909-279-9827
Email Add: compobacsec@gmail.com
11. You may visit www.philgeps.gov.ph and search for Municipality of Compostela for downloading of Bidding Documents.

February 24, 2023

(Sgd.)
LUCELIA L. PAQUEO
BAC Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *Municipality of Compostela* wishes to receive Bids *Purchase of Materials for the Construction of Alternative Learning System Building – DepEd* with Project Identification Number 2023-039.

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

The Procurement Project (referred to herein as “Project”) is composed of one (1) lot, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for *FY 2022* in the amount of *Three Hundred Fifteen Thousand Four Hundred Eighty-Four Pesos and Thirty Centavos Only (P315,484.30)*.

2.2. The source of funding is: LGUs, the Supplemental Budget, as approved by the Sanggunian.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

- 7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that: **Subcontracting is not allowed.**

- 7.2. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the 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, defaults, or negligence, or those of its agents, servants, or workmen.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *Five (5) years* prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:

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

13. Bid and Payment Currencies

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

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

- 14.2. The Bid and bid security shall be valid until *one hundred twenty (120) days*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

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

- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows: One Project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause				
5.3	For this purpose, contracts similar to the Project shall be: <ul style="list-style-type: none"> a. <i>Hardware</i> b. completed within 5 years prior to the deadline for the submission and receipt of bids. 			
7.1	<i>Subcontract is not allowed.</i>			
12	The price of the Goods shall be quoted DDP to <i>Compostela, Davao de Oro</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.			
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: <ul style="list-style-type: none"> a. The amount of not less than P 6,309.68 [<i>two percent (2%) of ABC</i>], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than P 15,774.22 [<i>five percent (5%) of ABC</i>] if bid security is in Surety Bond. 			
<i>The Project will be awarded by LOT: The Project composed of the following:</i>				
<i>Item No.</i>	<i>Item Description</i>	<i>Qty.</i>	<i>Unit</i>	<i>Total ABC</i>
1	Portland cement	163	bag	315,484.30
2	2" X 3" X 12" - 40 pcs. (Coco Lumber)	240	bd.ft.	
3	2" x 2" x 12" - 65 pcs. (Coco Lumber)	260	bd.ft.	
4	5mm x 4 x 8 Ordinary Plywood	5	piece	
5	CW Nails # 4"	25	kilo	
6	CWNails # 3	25	kilo	
7	10mm dia. X 6m Def. RSB	70	length	
8	12mm dia. X 6m Def. RSB	16	length	
9	Tie Wire # 16	10	kilo	
10	CHB 4 x 8 x 16	963	piece	
11	1/8 x 1 x 20 ft Flat Bar	1	length	
12	Welding Electrodes E6014	5	kilo	
13	0.4mm thk. Prepainted Rib Roofing - Long Span 4.0 meter long (Green)	96	L.M.	
14	0.4mm thk. Prepainted Rib Roofing - Long Span 1.4 meter long (Green)	4.2	L.M.	
15	Ga. 24 x 8' Prepainted Plain G.I. Sheet	2	sheet	
16	Blind Revits 1"	1	box	
17	1/2" thk. x 4" x 8' Hardiflex Fiber Cement Board	4	piece	
18	Acrytex Primer Paint	6	gallon	
19	Acrytex Semi-Gloss - White	11	gallon	
20	Acrytex Reducer	3	gallon	

	21	Acrytex Tinting Color (Verify Color)	13	can
	22	9" Paint Roller with Roller Pan	1	pcs.
	23	4" Baby Paint Roller with Tray	6	piece
	24	1 1/2" Paint Brush	3	piece
	25	Sand Paper #80 (3M)	10	piece
	26	Sand Paper # 100	10	piece
	27	Sand Paper # 120	10	meter
	28	12" x 12" Ceramic Floor Tiles	20	piece
	29	0.40 x 0.40 Ceramic Tiles (Glazed)	72	piece
	30	THW Wire # 3.5mm2	2	box
	31	2 Gang Light Switch (Flush Type)	2	piece
	32	1 gang Light Switch (Flush Type)	2	piece
	33	2 Gang Convenience Outlet (Flush Type)	4	piece
	34	Utility Box	9	piece
	35	Junction Box Plastic	5	piece
	36	Electrical Tape (big)	2	roll
	37	20 Watt Flourescent Lamp Assembly	4	assy
	38	1/2 dia PVC Pipe	6	length
	39	1/2" Flexible Pipe	54.5	LM
	40	Panel Board 4 Branches	1	piece
	41	1-15A Circuit Breaker	1	pcs
	42	1-30A Circuit Breaker	1	pcs
	43	Toilet Bowl (Pail Flush Type)	1	unit
	44	½" dia. Faucet	2	piece
	45	4 x 4 Floor Drain/Sink	1	piece
	46	PVC Solvent Cement 400cc	3	can
	47	4" dia. x 3.0m PVC Pipe, S-1000	2	length
	48	4" dia. PVC Wye	2	piece
	49	4" dia. x 90 deg. PVC Elbow	3	piece
	50	4" dia. x 45 deg. PVC Elbow	3	piece
	51	4" dia. PVC Tee	2	piece
	52	4" dia. PVC Clean Out w/ Plug	1	piece
	53	1/2" dia. x 3.0m UPVC Blue Pipe, S-8	3	length
	54	½" dia. UPVC Coupling (plain)	4	piece
	55	Teflon Tape (big)	1	piece
	56	½" dia. UPVC Tee (plain)	4	piece
	57	3/4" dia Gate Valve	1	piece
	58	(0.9 x 2.1m) Panel Door with Lever Type Lockset and Hinges	2	set
	59	PVC Door (0.70 x 2.10) w/ complete accessories w/ knob and hinges	1	set
	60	CWNails # 1	3	kilo
	61	5mm x 4 x 8 Marine Plywood	15	piece
	62	1" x 2" x 12' - 12 pcs. (Good Lumber)	24	bd.ft.
	63	2 x 2 x 12' - 90 pcs. (Good Lumber)	360	bd.ft.

	64	1/4" x 1 1/2" x 1 1/2" x 20' (Angular Bar)	12	les.	
	65	1/4" thk. x 2" x 2" x 20' (Angular bar)	18	length	
	66	1.0mm x 2" x 3" x 20' C- Purlins	18	length	
	67	1/8 x 1 x 1 x 20' Angular Bar	7	length	
	68	Paint Brush # 2	4	piece	
20.2	<i>[List here any licenses and permits relevant to the Project and the corresponding law requiring it.]</i>				
21.2	<i>[List here any additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity.]</i>				

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered <i>[indicate place of destination]</i>. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered at the <i>Municipality of Compostela</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site:</p> <p style="text-align: center;">1. MS. MARIA ROSALINDA T. MERILOS – GSO</p> <p style="text-align: center;">2. INSPECTORATE TEAM</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>Spare Parts –</p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <p>The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the costs thereof are included in the contract price.</p>

	<p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of [<i>indicate here the time period specified. If not used indicate a time period of three times the warranty period</i>].</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within [<i>insert appropriate time period</i>] months of placing the order.</p>
	<p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p>

	<p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>
	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	The terms of payment shall be within 15 days upon completion of the delivery.
4	<p>The inspections that will be conducted are:</p> <ol style="list-style-type: none"> a. Inspections of delivery of goods by the LGU’s representative upon arrival of the delivery; b. The Inspector may reject any Goods or any part thereof that fail to pass any inspection or do not conform to the specifications. The Supplier shall replace such rejected Goods to meet the specifications at no cost to the Procuring Entity, and shall repeat the inspection, at no cost to the Procuring Entity, within the designated delivery period only. If the Supplier is unable to make the necessary corrections after the designated delivery period, then the Supplier will be charged of liquidating damages on the first day of the expiration of the designated delivery period.

Section VI. Schedule of Requirements

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

Item Number	Description	Quantity		Total	Delivered, Weeks/Months
1	Portland cement	163	bag	48,085.00	10 CD
2	2" X 3" X 12" - 40 pcs. (Coco Lumber)	240	bd.ft.	7,680.00	10 CD
3	2" x 2" x 12" - 65 pcs. (Coco Lumber)	260	bd.ft.	8,320.00	10 CD
4	5mm x 4 x 8 Ordinary Plywood	5	piece	1,930.00	10 CD
5	CW Nails # 4"	25	kilo	2,000.00	10 CD
6	CWNails # 3	25	kilo	2,050.00	10 CD
7	10mm dia. X 6m Def. RSB	70	length	15,400.00	10 CD
8	12mm dia. X 6m Def. RSB	16	length	5,392.00	10 CD
9	Tie Wire # 16	10	kilo	990.00	10 CD
10	CHB 4 x 8 x 16	963	piece	16,371.00	10 CD
11	1/8 x 1 x 20 ft Flat Bar	1	length	215.00	10 CD
12	Welding Electrodes E6014	5	kilo	765.00	10 CD
13	0.4mm thk. Prepainted Rib Roofing - Long Span 4.0 meter long (Green)	96	L.M.	43,200.00	10 CD
14	0.4mm thk. Prepainted Rib Roofing - Long Span 1.4 meter long (Green)	4.2	L.M.	1,890.00	10 CD
15	Ga. 24 x 8' Prepainted Plain G.I. Sheet	2	sheet	1,300.00	10 CD
16	Blind Revits 1"	1	box	525.00	10 CD
17	1/2" thk. x 4" x 8' Hardiflex Fiber Cement Board	4	piece	6,728.00	10 CD
18	Acrytex Primer Paint	6	gallon	7,200.00	10 CD
19	Acrytex Semi-Gloss - White	11	gallon	13,200.00	10 CD
20	Acrytex Reducer	3	gallon	2,955.00	10 CD
21	Acrytex Tinting Color (Verify Color)	13	can	1,582.10	10 CD
22	9" Paint Roller with Roller Pan	1	pcs.	175.00	10 CD
23	4" Baby Paint Roller with Tray	6	piece	690.00	10 CD
24	1 1/2" Paint Brush	3	piece	225.00	10 CD
25	Sand Paper #80 (3M)	10	piece	800.00	10 CD
26	Sand Paper # 100	10	piece	400.00	10 CD
27	Sand Paper # 120	10	meter	320.00	10 CD
28	12" x 12" Ceramic Floor Tiles	20	piece	1,620.00	10 CD
29	0.40 x 0.40 Ceramic Tiles (Glazed)	72	piece	11,520.00	10 CD
30	THW Wire # 3.5mm2	2	box	6,811.20	10 CD

31	2 Gang Light Switch (Flush Type)	2	piece	530.00	10 CD
32	1 gang Light Switch (Flush Type)	2	piece	460.00	10 CD
33	2 Gang Convenience Outlet (Flush Type)	4	piece	1,060.00	10 CD
34	Utility Box	9	piece	315.00	10 CD
35	Junction Box Plastic	5	piece	250.00	10 CD
36	Electrical Tape (big)	2	roll	140.00	10 CD
37	20 Watt Flourescent Lamp Assembly	4	assy	1,640.00	10 CD
38	1/2 dia PVC Pipe	6	length	492.00	10 CD
39	1/2" Flexible Pipe	54.5	LM	436.00	10 CD
40	Panel Board 4 Branches	1	piece	675.00	10 CD
41	1-15A Circuit Breaker	1	pcs	575.00	10 CD
42	1-30A Circuit Breaker	1	pcs	575.00	10 CD
43	Toilet Bowl (Pail Flush Type)	1	unit	2,600.00	10 CD
44	1/2" dia. Faucet	2	piece	576.00	10 CD
45	4 x 4 Floor Drain/Sink	1	piece	141.00	10 CD
46	PVC Solvent Cement 400cc	3	can	540.00	10 CD
47	4" dia. x 3.0m PVC Pipe, S-1000	2	length	952.00	10 CD
48	4" dia. PVC Wye	2	piece	299.00	10 CD
49	4" dia. x 90 deg. PVC Elbow	3	piece	240.00	10 CD
50	4" dia. x 45 deg. PVC Elbow	3	piece	210.00	10 CD
51	4" dia. PVC Tee	2	piece	245.00	10 CD
52	4" dia. PVC Clean Out w/ Plug	1	piece	76.00	10 CD
53	1/2" dia. x 3.0m UPVC Blue Pipe, S-8	3	length	240.00	10 CD
54	1/2" dia. UPVC Coupling (plain)	4	piece	88.00	10 CD
55	Teflon Tape (big)	1	piece	55.00	10 CD
56	1/2" dia. UPVC Tee (plain)	4	piece	84.00	10 CD
57	3/4" dia Gate Valve	1	piece	480.00	10 CD
58	(0.9 x 2.1m) Panel Door with Lever Type Lockset and Hinges	2	set	10,000.00	10 CD
59	PVC Door (0.70 x 2.10) w/ complete accessories w/ knob and hinges	1	set	2,600.00	10 CD
60	CWNails # 1	3	kilo	285.00	10 CD
61	5mm x 4 x 8 Marine Plywood	15	piece	6,465.00	10 CD
62	1" x 2" x 12' - 12 pcs. (Good Lumber)	24	bd.ft.	1,152.00	10 CD
63	2 x 2 x 12' - 90 pcs. (Good Lumber)	360	bd.ft.	17,280.00	10 CD
64	1/4" x 1 1/2" x 1 1/2" x 20' (Angular Bar)	12	les.	14,124.00	10 CD
65	1/4" thk. x 2" x 2" x 20' (Angular bar)	18	length	23,670.00	10 CD
66	1.0mm x 2" x 3" x 20' C- Purlins	18	length	12,186.00	10 CD
67	1/8 x 1 x 1 x 20' Angular Bar	7	length	3,129.00	10 CD

68	Paint Brush # 2	4	piece	280.00	10 CD
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Company Name

Name and Signature of Authorized Representative

Date

Section VII. Technical Specifications

Technical Specifications

Item	Specification	Statement of Compliance
		<i>[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i>
1	163 Bag Portland cement	
2	240 bd.ft. 2" X 3" X 12" - 40 pcs. (Coco Lumber)	
3	260 bd. ft. 2" x 2" x 12" - 65 pcs. (Coco Lumber)	
4	5 piece 5mm x 4 x 8 Ordinary Plywood	
5	25 kilo CW Nails # 4"	
6	25 kilo CWNails # 3	
7	70 length 10mm dia. X 6m Def. RSB	
8	16 length 12mm dia. X 6m Def. RSB	
9	10 kilo Tie Wire # 16	
10	963 piece CHB 4 x 8 x 16	
11	1 length 1/8 x 1 x 20 ft Flat Bar	
12	5 kilo Welding Electrodes E6014	

13	96 L.M. 0.4mm thk. Prepainted Rib Roofing - Long Span 4.0 meter long (Green)	
14	4.2 L.M. 0.4mm thk. Prepainted Rib Roofing - Long Span 1.4 meter long (Green)	
15	2 sheet Ga. 24 x 8' Prepainted Plain G.I. Sheet	
16	1 box Blind Revits 1"	
17	4 piece 1/2" thk. x 4" x 8' Hardiflex Fiber Cement Board	
18	6 gallon Acrytex Primer Paint	
19	11 gallon Acrytex Semi-Gloss - White	
20	3 gallon Acrytex Reducer	
21	13 can Acrytex Tinting Color (Verify Color)	
22	1 pcs. 9" Paint Roller with Roller Pan	
23	6 piece 4" Baby Paint Roller with Tray	
24	3 piece 1 1/2" Paint Brush	
25	10 piece Sand Paper #80 (3M)	
26	10 piece Sand Paper # 100	
27	10 meter Sand Paper # 120	
28	20 piece 12" x 12" Ceramic Floor Tiles	
29	72 piece 0.40 x 0.40 Ceramic Tiles (Glazed)	
30	2 box THW Wire # 3.5mm ²	
31	2 piece 2 Gang Light Switch (Flush Type)	
32	2 piece 1 gang Light Switch (Flush Type)	
33	4 piece 2 Gang Convenience Outlet (Flush Type)	

34	9 piece Utility Box	
35	5 piece Junction Box Plastic	
36	2 roll Electrical Tape (big)	
37	4 assy 20 Watt Flourescent Lamp Assembly	
38	6 length 1/2 dia PVC Pipe	
39	54.5 LM 1/2" Flexible Pipe	
40	1 piece Panel Board 4 Branches	
41	1 pcs 1-15A Circuit Breaker	
42	1 pcs 1-30A Circuit Breaker	
43	1 unit Toilet Bowl (Pail Flush Type)	
44	2 piece 1/2" dia. Faucet	
45	1 piece 4 x 4 Floor Drain/Sink	
46	3 can PVC Solvent Cement 400cc	
47	2 length 4" dia. x 3.0m PVC Pipe, S-1000	
48	2 piece 4" dia. PVC Wye	
49	3 piece 4" dia. x 90 deg. PVC Elbow	
50	3 piece 4" dia. x 45 deg. PVC Elbow	
51	2 piece 4" dia. PVC Tee	
52	1 piece 4" dia. PVC Clean Out w/ Plug	
53	3 length 1/2" dia. x 3.0m UPVC Blue Pipe, S-8	
54	4 piece 1/2" dia. UPVC Coupling (plain)	
55	1 piece Teflon Tape (big)	
56	4 piece 1/2" dia. UPVC Tee (plain)	
57	1 piece 3/4" dia Gate Valve	

58	2 set (0.9 x 2.1m) Panel Door with Lever Type Lockset and Hinges	
59	1 set PVC Door (0.70 x 2.10) w/ complete accessories w/ knob and hinges	
60	3 kilo CWNails # 1	
61	15 piece 5mm x 4 x 8 Marine Plywood	
62	24 bd.ft. 1" x 2" x 12' - 12 pcs. (Good Lumber)	
63	360 bd.ft. 2 x 2 x 12' - 90 pcs. (Good Lumber)	
64	12 les. 1/4" x 1 1/2" x 1 1/2" x 20' (Angular Bar)	
65	18 length 1/4" thk. x 2" x 2" x 20' (Angular bar)	
66	18 length 1.0mm x 2" x 3" x 20' C- Purlins	
67	7 length 1/8 x 1 x 1 x 20' Angular Bar	
68	4 piece Paint Brush # 2	

Company Name

Name and Signature of Authorized Representative

Date

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

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

Note: If the bidder submits item (a), bidder may not submit requirements (b), (c) & (d) unless it is expired.

Technical Documents

- (e) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (f) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (g) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
or
Original copy of Notarized Bid Securing Declaration; **and**
- (h) Conformity with the Technical Specifications; **and**
- (i) Production/delivery schedule; **and**
- (j) Manpower requirements; **and**
- (k) After-sales/parts; **and**
- (l) Original duly signed Omnibus Sworn Statement (OSS);
and if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.
- (m) Mayor’s Permit (Municipality of Compostela);
- (n) Bidder’s Fee (Official Receipt);

Financial Documents

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

Class "B" Documents

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

II. FINANCIAL COMPONENT ENVELOPE

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

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

- (t) *[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
- (u) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

Bidding Forms

Bid Form for the Procurement of Goods

BID FORM

Date: _____

Project Identification No.: _____

*To: MUNICIPALITY OF COMPOSTELA
Poblacion, Compostela, Davao de Oro*

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

If our Bid is accepted, we undertake:

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

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

Name and address of agent	Amount and 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.

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

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

The undersigned is authorized to submit the bid on behalf of _____ as evidenced by the attached _____.

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

Name: _____

Legal capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Date: _____

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

Name of Bidder _____ Project ID No.: **2023-039**

Project Name: *Purchase of Materials for the Construction of Alternative Learning System Building – DepEd ABC (Php): 315, 484.30*

1	2	3	4		5	6	7	8	9	10
Item	Description	Country of origin	Quantity		Unit price EXW per item	Transportation and Insurance and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)
1	Portland cement		163	bag						
2	2" X 3" X 12" - 40 pcs. (Coco Lumber)		240	bd.ft.						
3	2" x 2" x 12" - 65 pcs. (Coco Lumber)		260	bd.ft.						
4	5mm x 4 x 8 Ordinary Plywood		5	piece						
5	CW Nails # 4"		25	kilo						
6	CWNails # 3		25	kilo						
7	10mm dia. X 6m Def. RSB		70	length						
8	12mm dia. X 6m Def. RSB		16	length						
9	Tie Wire # 16		10	kilo						
10	CHB 4 x 8 x 16		963	piece						
11	1/8 x 1 x 20 ft Flat Bar		1	length						
12	Welding Electrodes E6014		5	kilo						
13	0.4mm thk. Prepainted Rib Roofing - Long Span 4.0 meter long (Green)		96	L.M.						

14	0.4mm thk. Prepainted Rib Roofing - Long Span 1.4 meter long (Green)		4.2	L.M.						
15	Ga. 24 x 8' Prepainted Plain G.I. Sheet		2	sheet						
16	Blind Revits 1"		1	box						
17	1/2" thk. x 4" x 8' Hardiflex Fiber Cement Board		4	piece						
18	Acrytex Primer Paint		6	gallon						
19	Acrytex Semi-Gloss - White		11	gallon						
20	Acrytex Reducer		3	gallon						
21	Acrytex Tinting Color (Verify Color)		13	can						
22	9" Paint Roller with Roller Pan		1	pcs.						
23	4" Baby Paint Roller with Tray		6	piece						
24	1 1/2" Paint Brush		3	piece						
25	Sand Paper #80 (3M)		10	piece						
26	Sand Paper # 100		10	piece						
27	Sand Paper # 120		10	meter						
28	12" x 12" Ceramic Floor Tiles		20	piece						
29	0.40 x 0.40 Ceramic Tiles (Glazed)		72	piece						
30	THW Wire # 3.5mm2		2	box						
31	2 Gang Light Switch (Flush Type)		2	piece						
32	1 gang Light Switch (Flush Type)		2	piece						
33	2 Gang Convenience Outlet (Flush Type)		4	piece						
34	Utility Box		9	piece						
35	Junction Box Plastic		5	piece						
36	Electrical Tape (big)		2	roll						
37	20 Watt Flourescent Lamp Assembly		4	assy						
38	1/2 dia PVC Pipe		6	length						
39	1/2" Flexible Pipe		54.5	LM						

40	Panel Board 4 Branches		1	piece					
41	1-15A Circuit Breaker		1	pcs					
42	1-30A Circuit Breaker		1	pcs					
43	Toilet Bowl (Pail Flush Type)		1	unit					
44	½" dia. Faucet		2	piece					
45	4 x 4 Floor Drain/Sink		1	piece					
46	PVC Solvent Cement 400cc		3	can					
47	4" dia. x 3.0m PVC Pipe, S-1000		2	length					
48	4" dia. PVC Wye		2	piece					
49	4" dia. x 90 deg. PVC Elbow		3	piece					
50	4" dia. x 45 deg. PVC Elbow		3	piece					
51	4" dia. PVC Tee		2	piece					
52	4" dia. PVC Clean Out w/ Plug		1	piece					
53	1/2" dia. x 3.0m UPVC Blue Pipe, S-8		3	length					
54	½" dia. UPVC Coupling (plain)		4	piece					
55	Teflon Tape (big)		1	piece					
56	½" dia. UPVC Tee (plain)		4	piece					
57	¾" dia Gate Valve		1	piece					
58	(0.9 x 2.1m) Panel Door with Lever Type Lockset and Hinges		2	set					
59	PVC Door (0.70 x 2.10) w/ complete accessories w/ knob and hinges		1	set					
60	CWNails # 1		3	kilo					
61	5mm x 4 x 8 Marine Plywood		15	piece					
62	1" x 2" x 12' - 12 pcs. (Good Lumber)		24	bd.ft.					
63	2 x 2 x 12' - 90 pcs. (Good Lumber)		360	bd.ft.					
64	1/4" x 1 1/2" x 1 1/2" x 20' (Angular Bar)		12	les.					

65	1/4" thk. x 2" x 2" x 20' (Angular bar)		18	length						
66	1.0mm x 2" x 3" x 20' C- Purlins		18	length						
67	1/8 x 1 x 1 x 20' Angular Bar		7	length						
68	Paint Brush # 2		4	piece						

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Bid Securing Declaration Form

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.

BID SECURING DECLARATION Project Identification No.: *[Insert number]*

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

I/We, the undersigned, declare that:

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

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

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

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

Omnibus Sworn Statement (Revised)

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of ___, 20__ at _____, Philippines.

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

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

**STATEMENT OF THE BIDDER OF ALL ITS ONGOING GOVERNMENT AND PRIVATE CONTRACTS,
INCLUDING CONTRACTS AWARDED BUT NOT YET STARTED**

Business Name: _____

Business Address: _____

Name of Contract	Date of Contract	Contract Duration	Owner's Name and Address	Kinds of Goods	Amount of contract	Value of outstanding contracts	Dates of Delivery
<u>GOVERNMENT</u>							
<u>PRIVATE</u>							
<i>TOTAL OF OUTSTANDING CONTRACT</i>							

Note: State "NONE" if no ongoing contracts. This statement shall be supported with:

1. Notice of Award
2. Contract Agreement

Submitted by: _____

Printed Name and Signature

Designation: _____

Date: _____

STATEMENT OF SINGLE LARGEST COMPLETED CONTRACTS (SLCC)

Business Name: _____

Business Address: _____

Name of Contract	Date of Contract	Owner's Name & Address	Kinds of Goods	Amount of completed contracts	Date of Delivery	End user's acceptance or official receipt(s) or sales invoice issued for the contract

Note: This statement shall be supported with:

1. End – Users Acceptance; **or**
2. Official Receipt; **or**
3. Sales Invoice

Submitted by : _____
(Printed Name & Signature)

Designation : _____

Date : _____

NFCC COMPUTATION

- A. Summary of the Applicant Supplier's/Distributor's/Manufacturer's assets and liabilities on the basis of the attached income tax return and audited financial statement, stamped "RECEIVED" by the Bureau of Internal Revenue or BIR authorized collecting agent, for the immediately preceding year and a certified copy of Schedule of Fixed Assets particularly the list of construction equipment.

		Year 20__
1.	Total Assets	
2.	Current Assets	
3.	Total Liabilities	
4.	Current Liabilities	
5.	Net Worth (1-3)	
6.	Net Working Capital (2- 4)	

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

NFCC = [(Current Asset – Current Liabilities) (15)] minus value of all outstanding works under ongoing contracts including awarded contracts yet to be started

NFCC = P _____

Submitted by:

Name of Supplier / Distributor / Manufacturer

Signature of Authorized Representative

Date : _____

Contract Agreement Form for the Procurement of Goods (Revised)

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

CONTRACT AGREEMENT

THIS AGREEMENT made the _____ day of _____ 20____ between [name of PROCURING ENTITY] of the Philippines (hereinafter called “the Entity”) of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called “the Supplier”) of the other part;

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:
 - i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
 - ii. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;
 - iii. Performance Security;
 - iv. Notice of Award of Contract; and the Bidder’s conforme thereto; and
 - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**

3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.
4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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

[Insert Name and Signature]

[Insert Name and Signature]

[Insert Signatory's Legal Capacity]

[Insert Signatory's Legal Capacity]

for:

for:

[Insert Procuring Entity]

[Insert Name of Supplier]

Acknowledgment

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

**FOR YOUR INFORMATION!
BIDDERS/SUPPLIERS/CONTRACTOR'S**

ARTICLE 17 – PERMIT FEE FOR PRIVATE CONTRACTORS

Section 85 – DEFINITION OF TERMS

- (A) **“CONTRACTOR”** – includes persons, natural or juridical, not subject to professional tax under Section 139 of the Local Government Code, whose activity consist essentially of the sale of all kinds of goods or services for a fee, regardless of whether or not the performance of the service calls for the exercise or use of the physical or mental faculties of such contractor or his/her employees or supplier, manufacturer of heavy or light equipment and the likes.

SECTION 86 – TAX ON BUSINESS SITUATED OUTSIDE THE MUNICIPALITY

A tax shall be imposed to any person or entity whose business is situated outside the Municipality after participating a public bidding or other modality of procurement have been awarded the contract subject to the existing tax schedule promulgated for the purpose and the nature of business as defined herein.

The total contract cost shown in the Purchase Order and or Contract Agreement shall be the amount subject to tax. Corresponding deduction shall be made for each transaction and for any and all voucher made as payment of obligation incurred after full delivery of goods and services and acceptance thereof.

SECTION 87 – IMPOSITION OF CONTRACTOR PERMIT FEE

That any individual, person, company, corporation or having juridical entity shall secure necessary permit and **shall pay a Contractor Permit Fee of One Percent (1%) based on the Project Cost.**

SECTION 88 – TIME OF PAYMENT

The fee is imposed shall be payable before issuance of Notice to Proceed or Notice of Award or shall be made before the commencement of the work.

As per 2022 Revised Omnibus Revenue Code of the Municipality of Compostela.

