

PHILIPPINE BIDDING DOCUMENTS

(RA 11494 Bayanihan to Recover as One Act)

PURCHASE OF PPE AND OTHER MEDICAL SUPPLIES FOR THE RE-HIRED CONTACT TRACERS

(GDS-2021-100)

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 Nation



INVITATION TO BID FOR THE PURCHASE OF PPE AND OTHER MEDICAL SUPPLIES FOR THE RE-HIRED CONTACT TRACERS

- The **DEPARTMENT OF THE INTERIOR & LOCAL GOVERNMENT REGIONAL OFFICE V** invites PhilGEPS registered suppliers to bid for the following items (complete specifications are stated in Section VII) in accordance with the provisions of R.A. 11494 on the use of the **RULES IN THE CONDUCT OF PROCUREMENT FOR GOODS WITH APPLICATION OF DOMESTIC PREFERENCE COVERED UNDER REPUBLIC ACT NO. 11494 OR THE BAYANIHAN TO RECOVER AS ONE ACT** under GPPB Resolution No. 19-2020:

| Item No. | Item / Description <i>(Please Refer to Section VII for the Complete Technical Specifications)</i> | Quantity | Unit | Approved Budget for the Contract | Delivery Period |
|----------|---|----------|--------|----------------------------------|--|
| 1 | Face Mask | 3,000 | Box | 375,000.00 | Please refer to Section VI Schedule of Requirements |
| 2 | Face Shield | 2,000 | Box | 60,000.00 | Please refer to Section VI Schedule of Requirements |
| 3 | Alcohol | 2,000 | Bottle | 196,000.00 | Please refer to Section VI Schedule of Requirements |
| 4 | PPE Set: (inclusions listed below) 1 pc PPE Gown 5 pcs Head cover 5pcs Shoe /Foot cover 1 pc Goggles 10 pcs Gloves | 923 | Set | 923,000.00 | Please refer to Section VI Schedule of Requirements. |
| | TOTAL | | | 1,554,000.00 | |

- The **DEPARTMENT OF THE INTERIOR & LOCAL GOVERNMENT REGIONAL OFFICE V**, through **SR2021-02-0184/SR2020-10-1963** intends to apply the sum **One Million Five Hundred Fifty-four Thousand Pesos (Php 1,554,000.00)** being the ABC to payments under the contract for **PURCHASE OF PPE AND OTHER MEDICAL SUPPLIES FOR THE RE-HIRED CONTACT TRACERS**. Bids received in excess of the ABC shall be automatically rejected at bid opening.



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3. The **DEPARTMENT OF THE INTERIOR & LOCAL GOVERNMENT REGIONAL OFFICE V** now invites bids for the above Procurement Project. Delivery of the Goods is required **WITHIN 7 CALENDAR DAYS AFTER RECEIPT OF NOTICE TO PROCEED**. Bidders should have completed, within **ONE (1) YEAR** 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).
4. 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.
5. Prospective Bidders may obtain further information from **DEPARTMENT OF THE INTERIOR & LOCAL GOVERNMENT REGIONAL OFFICE V – BAC SECRETARIAT OFFICE** and inspect the Bidding Documents at the address given below during Monday – Friday, 8:00 am – 5:00PM
6. A complete set of Bidding Documents may be acquired by interested Bidders on June 8, 2021 to June 17, 2021 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 Thousand Pesos (Php 5,000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person

Bidding Documents may also be acquired free of charge from the website of the Philippine Government Electronic Procurement System (PHILGEPS) and at our website at: <http://region5.dilg.gov.ph/> provided that the Bidders shall pay the applicable fee for the Bidding documents not later than the submission of their bids.
7. The **DEPARTMENT OF THE INTERIOR & LOCAL GOVERNMENT REGIONAL OFFICE V** will hold a Pre-Bid Conference¹ on **June 11, 2021** at DILG Regional Office V, which shall be open to all interested parties. In observance of health protocols the scheduled meeting may be accessed through **Meeting ID: 865 2246 1964 Passcode: 658052** via ZOOM platform.
8. Bids must be duly sealed, signed and received by the BAC Secretariat through (i) manual submission at the office address indicated below, on or before **June 17, 2021 at 11:00 AM PST**. Late bids shall not be accepted.
9. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB Clause 14**.

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



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10. Bid opening shall be on **June 17, 2021 at 1:00 PM PST** at the given address below. In observance of health protocols, **ONLY** the first five (5) bidders shall be allowed to attend in person. Other bidders may attend via ZOOM Platform through **Meeting ID: 824 0851 4559 Passcode: 177909**
11. The summary of the schedule of activities is listed as follows:

| Activity | Schedule |
|--|-----------------------------------|
| 1. Issuance of Bidding Documents / Advertisement | June 8, 2021 to June 17, 2021 |
| 2. Pre-Bid Conference | June 11, 2021 at 2:00 PM PST |
| 3. Last day of Issuance of Bid Bulletin | 3 Days before the Opening of Bids |
| 4. Deadline of Submission of Bids | June 17, 2021 at 11:00 AM PST |
| 5. Opening of Bids / Evaluation | June 17, 2021 at 1:00 PM PST |

12. The **DEPARTMENT OF THE INTERIOR & LOCAL GOVERNMENT REGIONAL OFFICE V – BAC SECRETARIAT OFFICE** 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.
13. For further information, please refer to:

JOSEPH B. ZAMORA
BAC Secretariat Head
DILG REGIONAL OFFICE
2nd floor Regional Office No. 5, Rizal St., Legazpi City
dilg5bac.publicbidding1@gmail.com

14. You may visit the following website:

For downloading of Bidding Documents: <http://region5.dilg.gov.ph/>

Date of Issue: _____

ALFREDO L. SALLAN
BAC Chairperson



Section II. Instructions to Bidders

Notes on the Instructions to Bidders

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

1. Scope of Bid

The Procuring Entity, **DEPARTMENT OF THE INTERIOR & LOCAL GOVERNMENT REGIONAL OFFICE V** wishes to receive Bids for the ***PURCHASE OF PPE AND OTHER MEDICAL SUPPLIES FOR THE RE-HIRED CONTACT TRACERS***

The Procuring Project (herein referred to as “Project”) is composed of Four (4) items, 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 ***SR2021-02-0184/SR2020-10-1963*** in the amount of ***One Million Five Hundred Fifty-four Thousand Pesos (Php 1,554,000.00)***.

2.2. The source of funding is: **NGA, the General Appropriations Act or Special Appropriations (Bayanihan 2)**

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 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 Philippine Statistics Authority's (PSA) Consumer Price Index (CPI), must be at least equivalent to:
- a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least 100 percent (100%) 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.**

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 and/or through videoconferencing/webcasting as indicated in paragraph 7 of the **ITB**.

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 **ONE (1) YEAR** from the date of submission and receipt of bids, a contract similar to the Project. 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 2 of the **ITB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

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

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

13. Bid and Payment Currencies

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

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

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration² 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 within 120 calendar days from the opening of the Bids. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

² In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

15. Sealing and Marking of Bids

Each Bidder shall submit **three (3)** copies 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.

Properly put tabs for each document for ease of access and identification.

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.

The Procuring Entity does not allow electronic submission of Bids.

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 8 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 10 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 GPPB resolution 19-2020 (title). Bidders are encouraged to submit Certificate of DoBid (if any) as part of their proposal on or before the deadline for submission of bids.

19. Detailed Evaluation and Comparison of Bids

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

- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case may be. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as 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

- 20.2. Within a non-extendible period of seven (7) 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**.

22. Submission of Samples

One (1) sample of each individual item together with the Bid shall be submitted on or before the deadline of submission of Bids.

Prospective Bidders are required to submit one (1) sample of each item together with the Bid. Incomplete samples shall result to the DISQUALIFICATION.

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

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

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

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

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

Bid Data Sheet

| ITB Clause | |
|------------|---|
| 7.1 | <p>Sub Contracting</p> <p>“Subcontracting is not allowed”</p> |
| 9 | <p>Clarification and Amendment of Bidding Documents</p> <p>The Procuring Entity’s address is:</p> <p style="text-align: center;">DEPARTMENT OF THE INTERIOR AND LOCAL GOVERNMENT REGIONAL OFFICE 5 RIZAL ST., LEGAZPI CITY, ALBAY ALFREDO L. SALLAN BAC Chairperson dilg5.bac@gmail.com</p> |
| 12 | <p>Bid Prices</p> <p>The price of the Goods shall be quoted DDP <i>DILG REGIONAL OFFICE V</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.</p> |
| 14.1 | <p>Bid Security</p> <p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ol style="list-style-type: none"> a. The amount of not less than <i>Thirty-one Thousand Eighty Pesos (Php 31,080.00)</i> (<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 <i>Seventy-seven Thousand Seven Hundred Pesos (Php 77,700.00)</i> (<i>five percent (5%) of ABC</i>) if bid security is in Surety Bond. |
| 15 | <p>Sealing and Marking of Bids</p> <p>Electronic Submission of Bids is NOT allowed</p> <p>Properly put tabs for each document for ease of access and identification.</p> |
| 20.2 | <p>Post Qualification</p> <p>For purposes of Post-qualification, the following document(s) shall be required:</p> <ol style="list-style-type: none"> 1. Income Tax Returns for year 2020 (BIR Form 1701 or 1702). 2. Latest Value Added Tax Returns (Forms 2550M and 2550Q) or Percentage Tax Returns (Form 2551M). For this requirement, six (6) months from the |

opening of bids. The income tax and business tax returns stated above should have been filed through the Electronic Filing and Payment System (EFPS).

3. Proof of completion of the single largest contract as identified in the Statement of Single Largest Contract, which shall be copy of any verifiable document(s) such as but not limited to the following: (a) Contract/s or Purchase Order/s; (b) corresponding Sales Invoice/s; (c) Official Receipt/Cash Receipt/Collection Receipt; and (d) Certificate of Satisfactory Completion.

NOTE: The requirement on SLCC is not applicable for bidders with DTI Certificate of Domestic Preference (DoBid) GPBB Resolution 19-2020.

4. Valid and updated PhilGEPS Certificate of Registration (Platinum Membership), in the event that the PhilGEPS Certificate and the annexes submitted during Opening of Bids is not updated.

5. Other Certificates and Licenses:

a. Valid and current Certificate of Product Registration (CPR) or Valid Extension issued by Philippine Food and Drugs Administration (PFDA) or Certificate of Exemption. The CPR must be valid for the entire period of the award. If the CPR is about to expire, the supplier must have submitted a copy of an application of renewal to the FDA at least 3 months before the expiry date (a copy of the expiring CPR which is stamped with an “Extension of Validity” shall be submitted as proof); [AO 2019-0041]

The required document/s for each item are as follows:

FACE MASK: Certificate of Product Registration (CPR)

FACE SHIELD:

ALCOHOL: CPN (Certificate of Product Notification) is accepted as per FDA Circular No. 2021-004 or CPR.

PPE COVERALL GOWN (BUNNY SUIT): CMDN (as per FDA Circular 2020-031), or CPR.

GOGGLES:

HEAD COVER:

SHOE / FOOT COVER:

GLOVES: CMDN (as per FDA Circular 2020-031), or CPR.

b. Valid and current License to Operate (LTO) as Medical Device Importer/Wholesaler/Distributor/Retailer issued by Philippine Food and Drug Administration (PFDA). Provided that in case of expired LTO, the application for renewal was made timely as per PFDA Circular No. 2011-004.

| | |
|------|---|
| | <p>In case of expired LTO, the following copies may be submitted:</p> <p>b.1. expired LTO;</p> <p>b.2 Application for renewal; and</p> <p>b.3 Official receipt as proof of payment of renewal of LTO</p> <p>c. Certificate of Preference for Domestic Bidders Participating in Government Procurement Projects issued by the DTI, if available;</p> <p>d. Other relevant ISO or any international technical standard compliance certification, if applicable.</p> |
| 21.2 | <i>No further Instructions</i> |

Notes:

1. The original copy of the bid form shall be typed or written in ink and shall be signed by the bidder or its duly authorized representative. (Section 25.8 of the Updated 2016 Revised IRR of RA No. 9184)

2. Please be reminded that only VALID and COMPLETE documents shall be rated as "Passed" by the BAC. Documents which are incomplete or patently insufficient shall be considered as "Failed" by the BAC. Therefore, please ensure that your submitted documents are valid and complete

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

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

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

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

1. **Scope of Contract**

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

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

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

2. **Advance Payment and Terms of Payment**

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

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

3. **Performance Security**

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184. *{[Include if Framework Agreement will be used:] In the case of Framework Agreement, the Bidder may opt to furnish the performance security or a Performance Securing Declaration as defined under the Guidelines on the Use of Framework Agreement.}*

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

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

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

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

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

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

Special Conditions of Contract

| GCC Clause | |
|------------|---|
| 1 | <p><i>[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]</i></p> <p>Delivery and Documents</p> <p>“The delivery terms applicable to this Contract are delivered to <i>DILG Regional Office 5, Rizal St. Legazpi City, Albay</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is the DILG Inspection Committee.</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: <i>Select appropriate requirements and delete the rest.</i></p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods. f. Packaging and Delivery shall be in accordance with the specific instructions as mentioned in Section VI. <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> |

Spare Parts

Not applicable

Packaging –

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.

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.

The outer packaging must be clearly marked on at least four (4) sides as follows:

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

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.

Transportation –

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.

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,

| | |
|-----|--|
| | <p>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 | <p>Advance Payment</p> <p><i>Not Applicable</i></p> |
| 4 | <p>Inspection and Tests</p> <p>The inspections and tests that will be conducted are: <i>[Indicate the applicable inspections and tests]</i></p> |

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 | Item Description <i>(Please Refer to Section VII for the Complete Technical Specifications)</i> | Quantity | Unit | Amount | Delivered, Weeks/Months |
|--------------------|---|-----------------|-------------|---------------------|---|
| 1 | Face Mask | 3,000 | Box | 375,000.00 | 7 calendar days upon receipt of Notice to Proceed |
| 2 | Face Shield | 2,000 | Box | 60,000.00 | 7 calendar days upon receipt of Notice to Proceed |
| 3 | Alcohol | 2,000 | Bottle | 196,000.00 | 7 calendar days upon receipt of Notice to Proceed |
| 4 | PPE Set 1 pc PPE Gown 5 pcs Head cover 5 pcs Shoe / Foot cover 1 pc Goggles 10 pcs Gloves | 923 | Set | 923,000.00 | 7 calendar days upon receipt of Notice to Proceed |
| | TOTAL | | | 1,554,000.00 | |

I hereby commit to deliver the required quality and quantities upon receipt of Notice to proceed as indicated above.

Name of Company

Signature Over Printed Name of
Authorized Representative

Date

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

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

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

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

Sample Clause: Equivalency of Standards and Codes

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

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

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

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

Technical Specifications

Item No.1 : **Face Mask**

Quantity: 3,000 boxes at 50 pieces per box

| AGENCY SPECIFICATIONS | BIDDERS STATEMENT OF COMPLIANCE |
|--|--|
| FACE MASK (DILG ROV SPECS) Complies with the following minimum specifications: | Bidder to state if comply or not comply |
| TECHNICAL SPECIFICATIONS: | STATEMENT OF COMPLIANCE |
| 1. Three ply | |
| 2. Disposable | |
| 3. With loop and lace | |
| 4. Free size | |

I hereby certify that the statement of compliance to the foregoing technical specifications are true and correct, and that the items to be delivered shall be consistent with such and the sample submitted; otherwise, if found to be false either during bid evaluation or post-qualification, the same shall give rise to automatic disqualification of our bid.

Name of Company

Signature Over Printed Name of Authorized Representative

Date: _____

Item No.2 : **Face Shield**

Quantity: 2,000 boxes at 1 piece per box

| AGENCY SPECIFICATIONS | BIDDERS STATEMENT OF COMPLIANCE |
|--|--|
| FACE SHIELD (DILG ROV SPECS) Complies with the following minimum specifications: | Bidder to state if comply or not comply |
| TECHNICAL SPECIFICATIONS: | STATEMENT OF COMPLIANCE |
| 1. Eye Glass Type | |
| 2. Free Size | |
| 3. Reusable | |

I hereby certify that the statement of compliance to the foregoing technical specifications are true and correct, and that the items to be delivered shall be consistent with such and the sample submitted; otherwise, if found to be false either during bid evaluation or post-qualification, the same shall give rise to automatic disqualification of our bid.

Name of Company

Signature Over Printed Name of Authorized Representative

Date: _____

Item No.3 : **Alcohol**

Quantity: 2,000 bottles at 500 ml per bottle

| AGENCY SPECIFICATIONS | BIDDERS STATEMENT OF COMPLIANCE |
|--|--|
| ALCOHOL (DILG ROV SPECS) Complies with the following minimum specifications: | Bidder to state if comply or not comply |
| TECHNICAL SPECIFICATIONS: | STATEMENT OF COMPLIANCE |
| 1. 70 % Solution | |
| 2. Ethyl | |

I hereby certify that the statement of compliance to the foregoing technical specifications are true and correct, and that the items to be delivered shall be consistent with such and the sample submitted; otherwise, if found to be false either during bid evaluation or post-qualification, the same shall give rise to automatic disqualification of our bid.

Name of Company

Signature Over Printed Name of Authorized Representative

Date: _____

Item No.4: **PPE Set**

- Quantity: 1 pc Gown
 5 pcs Head Cover
 5 pcs Shoe /Foot Cover
 1 pc Goggles
 10 pcs Gloves

| AGENCY SPECIFICATIONS | BIDDERS STATEMENT OF COMPLIANCE |
|---|--|
| PPE Set (DILG ROV SPECS) Complies with the following minimum specifications: | Bidder to state if comply or not comply |
| TECHNICAL SPECIFICATIONS: | STATEMENT OF COMPLIANCE |
| All items to be packed together in a ziplock bag | |
| 1. Gown | |
| a. Two-ply | |
| b. Bunny Suit Type (Coverall) | |
| c. Washable / Reusable | |
| d. Medium Size | |
| e. Taffeta Fabric | |
| 2. Head Cover | |
| a. Bouffant | |
| b. Disposable | |
| 3. Shoe /Foot Cover | |
| a. Disposable | |
| 4. Goggles | |
| a. Reusable | |
| b. Silicone material with hard plastic lens | |
| c. Adjustable Fit | |
| d. Gartered | |
| e. Without air vents | |
| 5. Gloves | |
| a. Disposable | |
| b. Sterile | |
| c. Latex | |

I hereby certify that the statement of compliance to the foregoing technical specifications are true and correct, and that the items to be delivered shall be consistent with such and the sample submitted; otherwise, if found to be false either during bid evaluation or post-qualification, the same shall give rise to automatic disqualification of our bid.

 Name of Company

 Signature Over Printed Name of Authorized Representative

Date: _____

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

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

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

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

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

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

Technical Documents

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

Financial Documents

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

Class “B” Documents

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

or

duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

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

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

Other licenses and permits:

(p) Valid and current Certificate of Product Registration (CPR), Valid Extension or Certificate of Medical Device Notification (CMDN) or Certificate of Product Notification (CPN) issued by the Philippine Food and Drug Administration, as applicable;

(q) Valid and current License to Operate (LTO) as Medical Device Importer/Wholesaler/ Distributor /Retailer issued by Philippine Food and Drug Administration (PFDA) to the Bidder;

(r) Certificate of Preference for Domestic Bidders Participating in Government Procurement Projects issued by the DTI, if available;

25 FINANCIAL COMPONENT ENVELOPE

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

Omnibus Sworn Statement For the Conduct of Procurement Activities under Republic Act No. 11494 or the Bayanihan to Recover as One Act

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];

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 its association or relation 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 GPPB Resolution No. 18-2020, dated 16 September 2020 Page 6 of 6 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 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].

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.

Name and Signature of Bidder's
Authorized Representative

[Jurat]

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

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

x-----x

PERFORMANCE SECURING DECLARATION

For the Conduct of Procurement Activities under Republic Act No. 11494 or the Bayanihan
to Recover as One Act

To: DILG REGIONAL OFFICE V
Rizal St., Legazpi City

I/We, the undersigned, declare that:

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

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

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

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

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

b. replacement by the supplier/distributor/manufacture/contractor/consultant of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

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

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

[Jurat]

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

