



**HEADQUARTERS**  
**DEPARTMENT OF NATIONAL DEFENSE BIDS AND AWARDS COMMITTEE**  
Camp General Emilio Aguinaldo, Quezon City

# **BIDDING DOCUMENTS**

for the

**Procurement of Fifteen (15) units  
All-Terrain Vehicle (ATV) for the  
Philippine Army**

**ABC: Php 31,905,000.00**

# ***Section I.***

## ***Invitation to Bid***



**Republika ng Pilipinas**  
Republic of the Philippines  
**Kagawaran ng Tanggulang Pambansa**  
Department of National Defense

**INVITATION TO BID**

**Procurement of 15 Units All-Terrain Vehicle for the Philippine Army**

1. The Department of National Defense-Philippine Army (DND-PA), through FY 2018 General Appropriations for the RAFPMP, intends to apply the following sum of **Thirty One Million Nine Hundred Five Thousand Pesos (PhP31,905,000.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for the Procurement of 15 Units All-Terrain Vehicle for the Philippine Army. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The DND BAC 1 now invites bids for the **All-Terrain Vehicle** (herein referred to as Goods). However, foreign manufacturer/dealer/distributor must be represented by a duly registered Philippine-based company with no over-due delivery as certified by AFP Procurement Service (AFPPS). Delivery of Goods is required within One Hundred Twenty calendar days after Receipt of Notice to Proceed.

A prospective bidder should have completed at least One (1) Single Contract similar to the contract to be bid amounting to at least Fifty Percent (50%) of the ABC of the project within the last five (5) years from the date of submission and receipt of bids. *Or*

- a) Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least "Fifty Percent (50%)" (*in the case of Expendable Supplies*) of the ABC for this Project; and
- b) The largest of these similar contracts must be equivalent to at least twenty five percent (25%) of the ABC as required above.

For this purpose, similar contract shall pertain only to supply and delivery of "**four-wheeled land vehicle**".

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) 9184, otherwise known as the "Government Procurement Reform Act." All particulars relative to this bidding including Eligibility Checking, Bid Security, Evaluation and Post-Qualification Procedures and Awards of Contract shall be governed by R.A. 9184 and its 2016 Revised IRR.

4. Bidding is open to all interested bidders who are themselves Original Equipment Manufacturer (OEM), whether local or foreign, subject to the conditions for eligibility provided in the IRR of RA 9184. Interested bidders may obtain further information from DND BAC 1 Secretariat and inspect the Bidding Documents at the address given below from 8:00 AM to 5:00 PM Monday to Friday excluding holidays.
5. A complete set of Bidding Documents may be purchased by interested Bidders starting **May 23, 2019** from the address 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 **TWENTY FIVE THOUSAND PESOS (Php25,000.00)**.

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity, provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

6. The *DND-PA* will hold a Pre-Bid Conference on **May 30, 2019** to start at **10:00 A.M.** at DND-BAC Conference Room, Basement, Left Wing, DND Bldg., Camp General Emilio Aguinaldo, Quezon City, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC 1 Secretariat at the address below on or before **June 18, 2019** at **10:00 A.M.** All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 18.

Bid opening shall be on **June 18, 2019** at **10:00 A.M.** at DND-BAC Conference Room, Basement, Left Wing, DND Bldg., Camp General Emilio Aguinaldo, Quezon City. Bids will be opened in the presence of the bidders' representatives who choose to attend at the address below. In case the said date of bid opening falls on a holiday or a fortuitous event or was announced as a non-working day, the bid opening will be held on the next working Tuesday or Thursday, as the case may be. Late bids shall not be accepted.

8. The HOPE 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 Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders. Further, the HOPE reserves the same right, if the funds/allotments for said program/project/activity have been withheld or reduced through no fault of its own.
9. For further information, please refer to:

DND BAC 1 Secretariat  
Basement, Left Wing  
DND Building, Camp General Emilio Aguinaldo,  
Quezon City, Philippines 1110  
Telephone No: (632)911-6001 local 8414  
Telefax No: (632)421-3531  
Email: [dndbacsecretariat5626@yahoo.com](mailto:dndbacsecretariat5626@yahoo.com)

**ASEC MANUEL FELINO V. RAMOS**  
*Chairperson, DND Bids and Awards Committee 1*

**DND Core Values: Patriotism, Professionalism, Good Governance**

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

## A. General

### 1. Scope of Bid

1.1. The Procuring Entity named in the BDS (hereinafter referred to as the “Procuring Entity”) wishes to receive bids for supply and delivery of the goods as defined in the revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184 and described in Section I hereof (hereinafter referred to as the “Goods”).

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

### 2. Source of Funds

The Procuring Entity has a budget or has applied for or received funds from the Funding Source named in the BDS, and in the amount indicated in the BDS. It intends to apply part of the funds received for the Project, as defined in the BDS, to cover eligible payments under the contract.

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

3.1. The Procuring Entity as well as the bidders, contractors, or suppliers shall observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Procuring Entity:

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

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

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

(iii) “collusive practices” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.

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

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

3.2. Further, the Procuring Entity will seek to impose the maximum civil, administrative and/or criminal penalties available under applicable laws on individuals and organizations deemed to be involved in any of the practices mentioned in ITB Clause 3.1(a).

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

#### **4. Conflict of Interest**

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

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

4.2. A Bidder who participated as a consultant in the preparation of the design or technical specifications of the Goods and related services that are the subject of the bid.

4.3. In accordance with Section 47 of the IRR of RA 9184, all Bidding Documents shall be accompanied by a sworn affidavit of the Bidder that it is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group (TWG), and the BAC Secretariat or the end-user unit, and the project consultants, by consanguinity or affinity up to the third civil degree. On the part of the Bidder, this Clause shall apply to the following persons:

- (a) If the Bidder is an individual or a sole proprietorship, to the Bidder himself;
- (b) If the Bidder is a partnership, to all its officers and members;
- (c) If the Bidder is a corporation, to all its officers, directors, and controlling stockholders; and



(d) If the Bidder is a joint venture (JV), the provisions of items (a), (b), or (c) of this Clause shall correspondingly apply to each of the members of the said JV, as may be appropriate.

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

## 5. Eligible Bidders

5.1. Unless otherwise indicated in the BDS, the following persons shall be eligible to participate in this bidding:

- (a) Duly licensed Filipino citizens/sole proprietorships;
- (b) Partnerships duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines;
- (c) Corporations duly organized under the laws of the Philippines, and of which at least sixty percent (60%) of the outstanding capital stock belongs to citizens of the Philippines;
- (d) Cooperatives duly organized under the laws of the Philippines; or
- (e) Persons/entities forming themselves into a JV, *i.e.*, a group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, that Filipino ownership or interest of the joint venture concerned shall be at least sixty percent (60%).

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

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

5.3. Government owned and controlled corporations (GOCCs) may be eligible to participate in competitive bidding only if they can establish that they (a) are legally and financially autonomous, (b) operate under commercial law, and (c) are not attached agencies of the PROCURING ENTITY.

5.4. Unless otherwise provided in the BDS, the Bidder must have completed at least one contract similar to the Project the value of which, adjusted to current prices using the Philippine Statistics Authority (PSA) consumer price indices, must be at least equivalent to a percentage of the ABC stated in the BDS.

For this purpose, contracts similar to the Project shall be those described in the BDS, and completed within the relevant period stated in the Invitation to Bid and ITB Clause 12.1(a) (iii).

5.5. The Bidder must submit a computation of its Net Financial Contracting Capacity (NFCC) or a committed Line of Credit (CLC) from a Universal or Commercial Bank extended in its favor.

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

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

For purposes of computing domestic bidder's NFCC, the values of the bidder's current assets and current liabilities shall be based on the data in the Annual Income Tax Return and accompanying Audited Financial Statements submitted to the Bureau of Internal Revenue (BIR) through its Electronic Filing and Payment System (EFPS). For this purpose, on or before the deadline for submission and opening of bid envelopes, the domestic bidder must submit as part of its bidding documents the Annual Income Tax Return submitted to the BIR through EFPS, in addition to the accompanying Audited Financial Statements.

On the other hand, for purposes of computing foreign bidders' NFCC, the value of the current assets and current liabilities shall be based on their submitted Audited Financial Statements in accordance with International Financial Reporting Standards.

In case of Joint Venture (JV), the JV partner responsible to submit the NFCC shall likewise submit the Statement of all of its Ongoing Contracts and Audited Financial Statements in accordance to Section 23.1(b) of the 2016 Revised IRR of Ra 9184.

The CLC must be at least equal to ten percent (10%) of the ABC for this Project. If issued by a foreign Universal or Commercial Bank, it shall be confirmed or authenticated by a local Universal or Commercial Bank

## **6. Bidder's Responsibilities**

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

6.2. The Bidder is responsible for the following:

- (a) Having taken steps to carefully examine all of the Bidding Documents;
- (b) Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;
- (c) Having made an estimate of the facilities available and needed for the contract to be bid, if any; and
- (d) Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin(s) as provided under ITB Clause 10.3.
- (e) Ensuring that it is not "blacklisted" or barred from bidding by the GOP or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;

- (f) Ensuring that each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
- (g) Authorizing the Head of the Procuring Entity or its duly authorized representative/s to verify all the documents submitted;
- (h) Ensuring that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Bidder in the bidding, with the duly notarized Secretary's Certificate attesting to such fact, if the Bidder is a corporation, partnership, cooperative, or joint venture;
- (i) Complying with the disclosure provision under Section 47 of RA 9184 in relation to other provisions of RA 3019; and
- (j) Complying with existing labor laws and standards, in the case of procurement of services.

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

1.2. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Unless otherwise indicated in the BDS, failure to furnish all information or documentation required in the Bidding Documents shall result in the rejection of the bid and the disqualification of the Bidder.

1.3. It shall be the sole responsibility of the Bidder to determine and to satisfy itself by such means as it considers necessary or desirable as to all **matters** pertaining to the contract to be bid, including: (a) the location and the nature of this Project; (b) climatic conditions; (c) transportation facilities; and (d) other factors that may affect the cost, duration, and execution or implementation of this Project.

1.4. The Procuring Entity shall not assume any responsibility regarding erroneous interpretations or conclusions by the prospective or eligible bidder out of the data furnished by the procuring entity.

1.5. The Bidder shall bear all costs associated with the preparation and submission of his bid, and the Procuring Entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

1.6. Before submitting their bids, the Bidder is deemed to have become familiar with all existing laws, decrees, ordinances, acts and regulations of the Philippines which may affect this Project in any way.

1.7. The Bidder should note that the Procuring Entity will accept bids only from those that have paid the nonrefundable fee for the Bidding Documents at the office indicated in the Invitation to Bid.

## 2. Origin of Goods

Unless otherwise indicated in the BDS, there is no restriction on the origin of Goods other than those prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, subject to ITB Clause 27.1.

## 3. Subcontracts

8.1 Unless otherwise specified in the BDS the Bidder may subcontract portion of the Goods to an extent as may be approved by the Procuring Entity and stated liability or obligation that may arise from the contract of this Project.

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

8.3 The Bidder may identify the subcontractor to whom a portion of the Goods will be subcontracted at any stage of the bidding process or during contract implementation. If the Bidder opts to disclose the name of the subcontractor during bid submission, the Bidder shall include the required documents as part of the technical components of its bid.

## **B. Contents of Bidding Documents**

### **4. Pre-Bid Conference**

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

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

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

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

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

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

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

## **C. Preparation of Bids**

### **6. Language of Bid**

If the eligibility requirements or statements, the bids, and all other documents submitted to the BAC are in foreign language other than English, it must be accompanied by a translation of the documents in English. The documents shall be translated by the relevant foreign government agency, the foreign government agency authorized to translate documents, or a registered translator in the foreign bidder's country; and 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. The English translation shall govern, for purposes of interpretation of the bid.

## 7. Documents Comprising the Bid: Eligibility and Technical Components

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

(a) Eligibility Documents –

### Class "A" Documents:

(i) Registration certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives, or any proof of such registration as stated in the **BDS**;

(ii) Mayor's 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;

In cases of recently expired Mayor's/Business permits, it shall be accepted together with the official receipt as proof that the bidder has applied for renewal within the period prescribed by the concerned local government unit, provided that the renewed permit shall be submitted as a post qualification requirement in accordance with Section 34.2 of the 2016 Revised IRR.

(iii) Tax Clearance per Executive Order 398, series of 2005, as finally reviewed and approved by the BIR.

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

(iv.1) name of the contract;

(iv.2) date and status of the contract;

(iv.3) kinds of Goods;

(iv.4) amount of contract and value of outstanding contracts;

(v) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Section 23.4.1.3 and 23.4.2.4 of this IRR, within the relevant period as provided in the Bidding Documents in the case of Goods. The prospective bidder must have completed, within the period specified, an SLCC that is similar to the contract to be bid, and whose value, adjusted to current prices using the Philippine Statistics Authority (PSA) consumer price indices, must be at least fifty percent (50%) of the ABC. However, in the case of Expendable Supplies, said SLCC must be at least twenty five percent (25%) of the ABC.

The bidder may make a reservation under oath in a notarized document not to disclose the name of its client on the ground of an existing confidentiality agreement but must disclose the amount, status, and name of the project for purposes of validating the NFCC, subject to the full disclosure during post-qualification. In this connection, the bidder may keep the name of the client from the statement of ongoing contracts.

(vi) Audited financial statements, showing, among others, the prospective bidder'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. For foreign bidders, the audited financial statements shall be prepared in accordance with International Financial Reporting Standards; and

(vii) Net Financial Contracting Capacity (NFCC) computation in accordance with ITB Clause 5.5. However, in the case of procurement of Goods, a bidder may submit a committed Line of Credit from a Universal or Commercial Bank, in lieu of its NFCC computation. [Sec. 23.1(a)(viii), 2016 Revised IRR, RA 9184]

For the purpose of computing foreign bidder's NFCC, the value of the current assets and current liabilities shall be based on their submitted audited Financial Statements in accordance with International Financial Reporting Standards;

Class "B" Document:

(viii) If applicable, the JVA in case the joint venture is already in existence, or duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful; Failure to enter into a joint venture in the event of a contract award shall be ground for the forfeiture of the bid security.

Each of the joint venture partners must ensure that the signatory to the JVA is the duly authorized representative of the JV partners, and granted full power and authority to do, execute, and perform any and all acts necessary and/or to represent the same in the bidding, with the duly notarized Secretary's Certificate attesting to such fact, if it is a corporation, partnerships, cooperative, or joint venture.

In case JVA is not applicable, the bidder must submit a statement of stating that JVA is not applicable in lieu of the foregoing.

(b) Technical Documents –

(i) The bid security in accordance with ITB Clause 18.

(ii) Conformity with the Schedule of Requirements, Technical specifications, as enumerated and specified in Sections VI and VII of the Bidding Documents (with brochures);

(iii) Sworn statement in accordance with Section 25.2(a)(viii) and Section 25.3 of the 2016 Revised IRR of RA 9184, and using the form prescribed in Section VIII (Bidding Forms)

(iv) Sworn statement attesting to the Bidder's responsibilities pursuant to ITB Clause 6.

(v) Any other documents required in the BDS.

**2. Documents Comprising the Bid: Financial Component**



2.1. Unless otherwise stated in the BDS, the financial component of the bid shall contain the following:

- (a) Financial Bid Form, which includes bid prices and the bill of quantities and the applicable Price Schedules, in accordance with ITB Clauses 15.1 and 15.4;
- (b) Itemized Price Proposal for goods offered.
- (c) If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification from the DTI, SEC, or CDA issued in accordance with ITB Clause 27; and
- (d) Any other document required in the BDS.

2.2. Unless otherwise stated in the BDS, all Bids that exceed the ABC shall not be accepted

### **3. Alternative Bids**

Alternative Bids shall be rejected. For this purpose, alternative bid is an offer made by a Bidder in addition or as a substitute to its original bid which may be included as part of its original bid or submitted separately therewith for purposes of bidding. A bid with options is considered an alternative bid regardless of whether said bid proposal is contained in a single envelope or submitted in two (2) or more separate bid envelopes.

### **4. Bid Prices**

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

4.2. The Bidder shall fill in rates and prices for all items of the Goods described in the Bill of Quantities. Bids not addressing or providing all of the required items in the Bidding Documents including, where applicable, Bill of Quantities, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a "0" (zero) for the said item would mean that it is being offered for free to the Government.

4.3. The terms Ex Works (EXW), Cost, Insurance and Freight (CIF), Cost and Insurance Paid to (CIP), Delivered Duty Paid (DDP), and other trade terms used to describe the obligations of the parties, shall be governed by the rules prescribed in the current edition of the International Commercial Terms (INCOTERMS) published by the International Chamber of Commerce, Paris.

4.4. 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), including all customs duties and sales and other taxes already paid or payable:
    - (i.1) on the components and raw material used in the manufacture or assembly of Goods quoted ex works or ex factory; or

(i.2) on the previously imported Goods of foreign origin quoted ex warehouse, ex showroom, or off-the-shelf and any Procuring Entity country sales and other taxes which will be payable on the Goods if the contract is awarded.

(ii) The price for inland transportation, insurance, and other local costs incidental to delivery of the Goods to their final destination.

(iii) 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 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, listed in the BDS.

4.5. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or price escalation on any account, unless otherwise specified in the BDS. A bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to ITB Clause 24.

4.6. All bid prices shall be considered as fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances as indicated in the BDS and specified in the GCC and its corresponding SCC provision.

## 5. Bid Currencies

5.1. Prices shall be quoted in the following currencies:

(a) For Goods that the Bidder will supply from within the Philippines, the prices shall be quoted in Philippine Pesos.

(b) For Goods that the Bidder will supply from outside the Philippines, the prices may be quoted in the currency(ies) stated in the BDS. However, for purposes of bid evaluation, bids denominated in foreign currencies shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.

5.2. If so allowed in accordance with ITB Clause 16.1, the Procuring Entity for purposes of bid evaluation and comparing the bid prices will convert the amounts in various currencies in which the bid price is expressed to Philippine Pesos at the foregoing exchange rates.

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

## 6. Bid Validity

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

6.2. In exceptional circumstances, prior to the expiration of the Bid validity period, the Procuring Entity may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. The bid security described in ITB Clause 18 should also be extended corresponding to, at least, the extension of the bid



validity period. A Bidder may refuse the request without forfeiting its bid security, but his bid shall no longer be considered for further evaluation and award. A Bidder granting the request shall not be required or permitted to modify its bid.

**7. Bid Security**

7.1. The procuring entity shall prescribe in the BDS the acceptable forms of bid security that bidders may opt to use, which shall include a duly notarized Bid Securing Declaration, or any form of Bid Security, in an amount not less than the required percentage of the ABC in accordance with the following schedule:

Form of Bid Security	Amount of Bid Security (Equal to Percentage of the ABC)
(a) Cash, or cashier's / manager's check issued by a Universal or Commercial Bank. (b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	Two percent (2%)
(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Five percent (5%)

7.2. For biddings conducted by LGUs, the Bidder may also submit bid securities in the form of cashier's/manager's check, bank draft/guarantee, or irrevocable letter of credit from other banks certified by the BSP as authorized to issue such financial statement.

7.3. In lieu of a bid security mentioned in ITB Clause 18 above, the bidder may submit a Bid Security Declaration that is undertaking which states, among others, that the bidder shall enter into contract with the procuring entity and furnish the required performance security within ten (10) calendar days, or less, as indicated in the Bidding Documents, from receipt of the Notice of Award, and committing to pay the corresponding fine and be suspended for a period of time from being qualified to participate in any government activity in the event it violates any of the conditions stated therein as required in the guidelines issued by the GPPB.

7.4. The bid security should be valid for the period specified in the BDS. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

7.5. No bid securities and bid securing declaration shall be returned to bidders after the opening of bids and before contract signing, except to those that failed or declared as post-disqualified, upon submission of a written waiver of their right to file a motion for reconsideration and/or protest. Without prejudice on its forfeiture, bid securities shall be returned only after the bidder with the Lowest Calculated and Responsive Bid has signed the contract and furnished the performance security, but in no case later than the expiration of the bid security validity period indicated in the BDS.

7.6. Upon signing and execution of the contract pursuant to ITB Clause 32, and the posting of the performance security pursuant to ITB Clause 33, the successful Bidder's bid security will be discharged, but in no case later than the bid security validity period as indicated in the BDS.

7.7. The bid security may be forfeited:

(a) if a Bidder:

(i) withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form;

(ii) does not accept the correction of errors pursuant to ITB;

(iii) fails to submit the requirements within the prescribed period or a finding against their veracity as stated in ITB Clause 29.2; or

(iv) any other reason stated in the BDS.

(b) if the successful Bidder:

(i) fails to sign the contract in accordance with ITB Clause 32;

(ii) fails to furnish performance security in accordance with ITB Clause 33; or

(iii) any other reason stated in the BDS.

## **8. Format and Signing of Bid**

8.1. Bidders shall submit their bids through their duly authorized representative using the appropriate forms provided in Section VIII – Bidding Forms on or before the deadline specified in the ITB Clauses 21 in two (2) separate sealed bid envelopes, which shall be submitted simultaneously. The first shall contain the technical component of the bid, including the eligibility requirements under ITB Clause 12.1, and the second shall contain the financial component of the bid.

8.2. Forms as mentioned in ITB Clause 19.1 must be completed without any alterations to their format, and no substitute form shall be accepted. All blank spaces shall be filled in with the information requested.

8.3. The Bidder shall prepare and submit an original of the first and second envelopes as described in ITB Clauses 12 and 13. In the event of any discrepancy between the original and the copies, the original shall prevail.

8.4. The bid, except for unamended printed literature, shall be signed, and each and every page thereof shall be initialed, by the duly authorized representative/s of the Bidder.

8.5. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder.

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

9.1. Unless otherwise indicated in the BDS, Bidders shall enclose their original eligibility and technical documents described in ITB Clause 12 in one sealed envelope marked "ORIGINAL – LEGAL AND TECHNICAL COMPONENT", and the original of their financial component in another sealed envelope marked "ORIGINAL - FINANCIAL COMPONENT", sealing them all in an outer envelope marked "ORIGINAL BID".

9.2. Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as "COPY NO. \_\_\_\_ - LEGAL AND TECHNICAL COMPONENT" and "COPY NO. \_\_\_\_ – FINANCIAL COMPONENT" and the outer envelope as "COPY NO. \_\_\_\_", respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope.

9.3. The original and the number of copies of the Bid as indicated in the BDS shall be typed or written in indelible ink and shall be signed by the bidder or its duly authorized representative/s.

9.4. All envelopes shall:

- (a) contain the name of the contract to be bid in capital letters;
- (b) bear the name and address of the Bidder in capital letters;
- (c) be addressed to the Procuring Entity's BAC in accordance with ITB Clause 1.1;
- (d) bear the specific identification of this bidding process indicated in the ITB Clause 1.2; and
- (e) bear a warning "DO NOT OPEN BEFORE..." the date and time for the opening of bids, in accordance with ITB Clause 21.

9.5. Unsealed or unmarked bid envelopes shall be rejected. However, bid envelopes that are not properly sealed and marked, as required in the Bidding Documents, shall be accepted, provided that the bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The BAC shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked bid, or for its premature opening.

## **D. Submission and Opening of Bids**

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

Bids must be received by the Procuring Entity's BAC at the address and on or before the date and time indicated in the BDS.

### **11. Late Bids**

Any bid submitted after the deadline for submission and receipt of bids prescribed by the Procuring Entity, pursuant to ITB Clause 21, shall be declared "Late" and shall not be accepted by the Procuring Entity.

## 12. Modification and Withdrawal of Bids

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

12.2. A Bidder may, through a Letter of Withdrawal, withdraw its bid after it has been submitted, for valid and justifiable reason; provided that the Letter of Withdrawal is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids.

12.3. Bids requested to be withdrawn in accordance with ITB Clause 23.1 shall be returned unopened to the Bidders. A Bidder may also express its intention not to participate in the bidding through a letter, which should reach and be stamped by the BAC before the deadline for submission and receipt of bids. A Bidder that withdraws its bid shall not be permitted to submit another bid, directly or indirectly, for the same contract.

12.4. No bid may be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Financial Bid Form. Withdrawal of a bid during this interval shall result in the forfeiture of the Bidder's bid security, pursuant to ITB Clause 18.5, and the imposition of administrative, civil and criminal sanctions as prescribed by R.A. 9184 and its IRR.

## 13. Opening and Preliminary Examination of Bids

13.1. The BAC shall open the first bid envelopes of Bidders in public as specified in the BDS to determine each Bidder's compliance with the documents prescribed in ITB Clause 13. For this purpose, the BAC shall check the submitted documents of each bidder against a checklist of required documents to ascertain if they are all present, using a non-discretionary "pass/fail" criterion. If a bidder submits the required document, it shall be rated "passed" for that particular requirement. In this regard, bids that fail to include any requirement or are incomplete or patently insufficient shall be considered as "failed". Otherwise, the BAC shall rate the said first bid envelope as "passed".

13.2. Immediately after determining compliance with the requirements in the first envelope, the BAC shall forthwith open the second bid envelope of each remaining eligible bidder whose first bid envelope was rated "passed". The second envelope of each complying bidder shall be opened within the same day. In case one or more of the requirements in the second envelope of a particular bid is missing, incomplete or patently insufficient, and/or if the submitted total bid price exceeds the ABC unless otherwise provided in the BDS, the BAC shall rate the bid concerned as "failed". Only bids that are determined to contain all the bid requirements for both components shall be rated "passed" and shall immediately be considered for evaluation and comparison.

13.3. Letters of withdrawal shall be read out and recorded during bid opening, and the envelope containing the corresponding withdrawn bid shall be returned to the Bidder unopened. If the withdrawing Bidder's representative is in attendance, the original bid and all copies thereof shall be returned to the representative during the bid opening. If the representative is not in attendance, the bid shall be returned unopened by registered mail. The Bidder may withdraw its bid prior to the deadline for the submission and receipt of bids,

provided that the corresponding Letter of Withdrawal contains a valid authorization requesting for such withdrawal, subject to appropriate administrative sanctions.

13.4. If a Bidder has previously secured a certification from the Procuring Entity to the effect that it has previously submitted the above-enumerated Class “A” Documents, the said certification may be submitted in lieu of the requirements enumerated in ITB Clause 12.112.1(a), items (i) to (v).

13.5. In the case of an eligible foreign Bidder as described in ITB Clause 5, the Class “A” Documents described in ITB Clause 12.1(a) may be substituted with the appropriate equivalent documents, if any, issued by the country of the Bidder concerned.

13.6. Each partner of a joint venture agreement shall likewise submit the Items (i) to (iii) under ITB Clause 12.1(a). Submission of Items (iv) to (v) under ITB Clause 12.1(a) by any of the joint venture partners constitutes compliance.

13.7. The Procuring Entity shall prepare the minutes of the proceedings of the Bid opening that shall include, as a minimum: (a) names of Bidders, their bid price, bid security, findings of preliminary examination; and (b) attendance sheet. The BAC members shall sign the abstract of bids as read and the observers may witness the same.

## **E. Evaluation and Comparison of Bids**

### **14. Process to be Confidential**

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

14.2. Any effort by a bidder to influence the Procuring Entity in the Procuring Entity's decision in respect of bid evaluation, bid comparison or contract award will result in the rejection of the Bidder's bid.

### **15. Clarification of Bids**

To assist in the evaluation, comparison, and post-qualification of the bids, the Procuring Entity may ask in writing any Bidder for a clarification of its bid. All responses to requests for clarification shall be in writing. Any clarification submitted by a Bidder in respect to its bid and that is not in response to a request by the Procuring Entity shall not be considered.

### **16. Domestic Preference**

16.1. Unless otherwise stated in the BDS, the Procuring Entity will grant a margin of preference for the purpose of comparison of bids in accordance with the following:

(a) The preference shall be applied when (i) the lowest Foreign Bid is lower than the lowest bid offered by a Domestic Bidder, or (ii) the lowest bid offered by a non-Philippine national is lower than the lowest bid offered by a Domestic Entity.

(b) For evaluation purposes, the lowest Foreign Bid or the bid offered by a non-Philippine national shall be increased by fifteen percent (15%).

(c) In the event that (i) the lowest bid offered by a Domestic Entity does not exceed the lowest Foreign Bid as increased, or (ii) the lowest bid offered by a non-Philippine national as

increased, then the Procuring Entity shall award the contract to the Domestic Bidder/Entity at the amount of the lowest Foreign Bid or the bid offered by a non-Philippine national, as the case may be.

(d) If the Domestic Entity/Bidder refuses to accept the award of contract at the amount of the Foreign Bid or bid offered by a non-Philippine national within two (2) calendar days from receipt of written advice from the BAC, the Procuring Entity shall award to the bidder offering the Foreign Bid or the non-Philippine national, as the case may be, subject to post-qualification and submission of all the documentary requirements under these Bidding Documents.

16.2. A Bidder may be granted preference as a Domestic Entity subject to the certification from the DTI (in case of sole proprietorships), SEC (in case of partnerships and corporations), or CDA (in case of cooperatives) that the (a) sole proprietor is a citizen of the Philippines or the partnership, corporation, cooperative, or association is duly organized under the laws of the Philippines with at least seventy five percent (75%) of its interest or outstanding capital stock belonging to citizens of the Philippines, (b) habitually established in business and habitually engaged in the manufacture or sale of the merchandise covered by his bid, and (c) the business has been in existence for at least five (5) consecutive years prior to the advertisement and/or posting of the Invitation to Bid for this Project.

16.3. A Domestic Bidder can only claim preference if it secures from the DTI a certification that the articles forming part of its bid are substantially composed of articles, materials, or supplies grown, produced, or manufactured in the Philippines (*Sec 43.1.3, 2016 Revised IRR, RA 9184*).

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

17.1. The Procuring Entity will undertake the detailed evaluation and comparison of bids which have passed the opening and preliminary examination of bids, pursuant to ITB Clause 24, in order to determine the Lowest Calculated Bid.

17.2. The Lowest Calculated Bid shall be determined in two steps:

(a) The detailed evaluation of the financial component of the bids, to establish the correct calculated prices of the bids; and

(b) The ranking of the total bid prices as so calculated from the lowest to the highest. The bid with the lowest price shall be identified as the Lowest Calculated Bid.

17.3. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all bids rated "passed," using non-discretionary pass/fail criteria. Unless otherwise specified in the BDS, the BAC shall consider the following in the evaluation of bids:

(a) Completeness of the bid. Unless the ITB specifically allows partial bids, bids not addressing or providing all of the required items in the Schedule of Requirements including, where applicable, bill of quantities, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a "0" (zero) for the said item would mean that it is being offered for free to the Procuring Entity; and

(b) Arithmetical corrections. Consider computational errors, omissions, and other bid modifications, if allowed in the BDS, to enable proper comparison of all eligible bids. Any adjustment shall be calculated in monetary terms to determine the calculated prices.



17.4. Based on the detailed evaluation of bids, those that comply with the above-mentioned requirements shall be ranked in the ascending order of their total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, to identify the Lowest Calculated Bid. Total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, which exceed the ABC shall not be considered.

17.5. Unless otherwise indicated in the BDS, the Procuring Entity's evaluation of bids shall only be based on the bid price quoted in the Financial Bid Form.

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

## 18. Post-Qualification

18.1. The Procuring Entity shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the Lowest Calculated Bid complies with and is responsive to all the requirements and conditions specified in ITB Clauses 5, 12 and 13.

18.2. Within a non-extendible period of **five (5) calendar days** from receipt by the bidder of the notice from the BAC that it is the Lowest Calculated Bid, the Bidder shall submit the following documentary requirements:

- (a) Latest income and business tax returns submitted to the BIR through EFPS **per Revenue Regulations 3-2005**;
- (b) Certificate of PhilGEPS Registration in accordance to Section 8.5.2 of the 2016 Revised IRR, RA 9184; and
- (c) Other appropriate licenses and permits required by law and stated in the BDS.

Failure of the bidder declared as Lowest Calculated Bid to duly submit the requirements under this Clause or a finding against the veracity of such shall be ground for the forfeiture of the Bid Security and disqualifying the bidder for award.

18.3. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted pursuant to ITB Clauses 12 and 13, as well as the criteria stated in Section 34.3(b)(iii) and (iv) of the 2016 Revised IRR of RA 9184, and other information as the PROCURING ENTITY deems necessary and appropriate, using a non-discretionary "pass/fail" criterion.

18.4. If the BAC determines that the Bidder with the Lowest Calculated Bid passes all the criteria for post-qualification, it shall declare the said bid as the Lowest Calculated Responsive Bid, and recommend to the Head of the Procuring Entity the award of contract to the said Bidder at its submitted price or its calculated bid price, whichever is lower.

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

18.6. Within a period not exceeding seven (7) calendar days from the date of receipt of the recommendation of the BAC, the Head of the Procuring Entity shall approve or disapprove the said recommendation. In the case of government owned and government-owned and/or

-controlled corporations (GOCCs) and government financial institutions (GFIs), the period provided herein shall be fifteen (15) calendar days.

## 19. Reservation Clause

19.1. Notwithstanding the eligibility or post-qualification of a bidder, the Procuring Entity concerned reserves the right to review its qualifications at any stage of the procurement process if it has reasonable grounds to believe that a misrepresentation has been made by the said bidder, or that there has been a change in the Bidder's capability to undertake the project from the time it submitted its eligibility requirements. Should such review uncover any misrepresentation made in the eligibility and bidding requirements, statements or documents, or any changes in the situation of the Bidder which will affect its capability to undertake the project so that it fails the preset eligibility or bid evaluation criteria, the Procuring Entity shall consider the said Bidder as ineligible and shall disqualify it from submitting a bid or from obtaining an award or contract.

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

(a) If there is *prima facie* evidence of collusion between appropriate public officers or employees of the Procuring Entity, or between the BAC and any of the bidders, or if the collusion is between or among the bidders themselves, or between a bidder and a third party, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition;

(b) If the Procuring Entity's BAC is found to have failed in following the prescribed bidding procedures; or

(c) For any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the Government as follows:

(i) If the physical and economic conditions have significantly changed so as to render the project no longer economically, financially or technically feasible as determined by the Head of the Procuring Entity;

(ii) If the project is no longer necessary as determined by the Head of the Procuring Entity; and

(iii) If the source of funds for the project has been withheld or reduced through no fault of the Procuring Entity.

19.3. In addition, the Procuring Entity may likewise declare a failure of bidding when:

(a) No bids are received;

(b) All prospective bidders are declared ineligible;

(c) All bids fail to comply with all the bid requirements or fail post-qualification; or

(d) The bidder with the Lowest Calculated Responsive Bid refuses, without justifiable cause to accept the award of contract, and no award is made.

## F. Award of Contract

## 20. Contract Award



20.1. Subject to ITB Clause 29, the Procuring Entity shall award the contract to the Bidder whose bid has been determined to be substantially responsive and has been determined to be the Lowest Calculated Responsive Bid.

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

20.3. Notwithstanding the issuance of the Notice of Award, award of contract shall be subject to the following conditions:

- (a) Submission of the valid JVA, if applicable, within ten (10) calendar days from receipt by the Bidder of the notice from the BAC that the Bidder has the Lowest Calculated and Responsive Bid;
- (b) Posting of the performance security in accordance with ITB Clause 33;
- (c) Signing of the contract as provided in ITB Clause 32; and
- (d) Approval by higher authority, if required.

20.4. At the time of contract award, the Procuring Entity shall not increase or decrease the quantity of goods originally specified in Section VI – Schedule of Requirements.

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

21.1. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Contract Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.

21.2. Within ten (10) calendar days from receipt of the Notice of Award, the successful Bidder shall post the required performance security and sign and date the contract and return it to the Procuring Entity.

21.3. The Procuring Entity shall enter into contract with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.

21.4. The following documents shall form part of the contract:

- (a) Contract Agreement;
- (b) Bidding Documents;
- (c) Supplemental Bid Bulletins;
- (d) BAC Resolutions
- (e) Abstract of Bids;
- (f) Minutes of the Bidding Conference
- (g) Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted;

- (h) Performance Security;
- (i) Notice of Award;
- (j) Notice to Proceed
- (k) Credit line in accordance with ITB Clause 12, if applicable;
- (l) Other contract documents that may be required by existing laws and/or specified in the BDS.

## 22. Performance Security

22.1. To guarantee the faithful performance by the winning Bidder of its obligations under the contract, in accordance with the Bidding Documents, it shall post a performance security prior to the signing of the contract.

22.2. The performance security denominated in Philippine Pesos valid until issuance by the Procuring Entity of the Certificate of Final Acceptance shall be posted in favor of the PROCURING ENTITY in an amount not less than the required percentage of the total contract price, which shall be forfeited in the event it is established that the winning bidder is in default in any of its obligations under the contract, in accordance with the following schedule.

Form of Performance Security	Amount of Performance Security (Equal to Percentage of the Total Contract Price)
Cash or cashier's/manager's check issued by a Universal or Commercial Bank;	Five percent (5%)
Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank;	
Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security; and/or	Thirty percent (30%)

22.3. Failure of the successful Bidder to comply with the requirement of ITB Clauses 32.2 or 33.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Procuring Entity shall initiate and complete the post qualification of the second Lowest Calculated Bid. The procedure shall be repeated until the Lowest Calculated Responsive Bid is identified and selected for contract award. However if no Bidder passed post-qualification, the BAC shall declare the bidding a failure and conduct a re-bidding with re-advertisement.

## 23. Notice to Proceed

23.1. Within three (3) calendar days from the date of approval of the contract by the appropriate government approving authority, the Procuring Entity shall issue its Notice to Proceed to the Bidder.

23.2. The contract effectivity date shall be provided in the Notice to Proceed by the Procuring Entity, which date shall not be later than seven (7) calendar days from the issuance of the Notice to Proceed.

**35. Protest Mechanism**

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

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

### Bid Data Sheet

ITB Clause	
1.1	<p>The Procuring Entity is The Procuring Entity is <b>ARMED FORCES OF THE PHILIPPINES (PHILIPPINE ARMY)</b>.</p> <p>The name of the Project is: <b>Procurement of 15 units All-Terrain Vehicle for the Philippine Army</b></p>
1.2	<p>The lot reference is: Procurement of 15 units All-Terrain Vehicle</p>
2	<p><b>The Funding Source is:</b></p> <p>The Government of the Philippines (GOP) through AFP Modernization Trust Fund (AFPMTF) <b>in the total amount of Thirty One Million Nine Hundred Five Thousand Pesos (PhP 31,905,000.00)</b>.</p>
3.1	No further instructions.
5.1	No further instructions.
5.2	No further instructions.
5.4	<p>The Bidder must have completed, within the last five (5) years from the date of the Receipt and Opening of Bid Envelope equivalent to</p> <p>a) at least one (1) single similar contract amounting to at least <i>“Fifty percent (50%)”</i> of the ABC to be bid, or</p> <p>b) at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least <i>Fifty percent (50%)</i> of the ABC for the Project to be bid. The largest of the similar contract should be at least Twenty Five percent (25%) of the ABC.</p> <p><u><i>For Government Contract:</i></u></p> <p>1 The Notices of Award or Notices to Proceed or Contract or Purchase Order issued by the end-user; and</p> <p>2 Certificate of Completion and/or Technical Inspection and Acceptance Committee (TIAC) report or Sales Invoices with Official Receipts provided that the same expressly state the goods were received in good condition.</p> <p><u><i>For Private Contract:</i></u></p> <p>1 Contract or Purchase Order issued by the end-user; and</p> <p>2 Certificates of Completion and/or End-User’s Acceptance or Sales Invoices with Official Receipts provided that same expressly state the goods are received in good condition.</p> <p><b>Note: For this project, “similar contract or project” shall pertain only to</b></p>

	<b>supply and delivery of "four-wheeled land vehicle "</b>			
5.5	In case of Joint Venture, the NFCC computation shall be based on the Audited Financial Statements and Income Tax Returns of the partner submitting the Statement of Ongoing Contracts.			
6.3	The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents.			
9.1	The Procuring Entity will hold a pre-bid conference for this Project on _____ at _____ at the <b>DND-BAC Conference Room, Basement, Right Wing, DND Bldg., CGEA, Quezon City</b>			
10.1	The Procuring Entity's address is:  DND BAC Secretariat Basement, Right Wing DND Building, Camp General Emilio Aguinaldo, Quezon City, Philippines 1110 Telephone No: (632)911-6001 local 8414 Telefax No: (632)421-3531 Email: <b><u>dndbacsecretariat5626@yahoo.com</u></b>			
11	The bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring Entity, shall be written in English. If the eligibility requirements or statements, the bids, and all other documents submitted to the BAC are in foreign language other than English, it must be accompanied by a translation of the documents in English. The documents shall be translated by the relevant foreign government agency, the foreign government agency authorized to translate documents, or a registered translator in the foreign bidder's country; <b>and</b> shall be authenticated by the appropriate Philippine foreign service establishment/post.			
12	In case of a Joint Venture, each member of the JV shall submit the required Legal Documents as provided in TAB A, B, and C, or its appropriate equivalent documents. For foreign bidders, the equivalent document/s issued by the appropriate authority in the country of origin of the bidder concerned must be presented. If said document has no appropriate equivalent, a <b>Certificate of Inexistence of Appropriate Foreign Equivalent</b> may be submitted.			
12.1	Clause 19.4 of the Instruction to bidders: The bid, except for un-amended printed literature, shall be signed, and each and every page thereof shall be initialed, by the duly authorized representative/s of the Bidder. The first envelope shall contain the following eligibility and technical documents: <table border="1" data-bbox="363 1937 1359 2054"> <tr> <td rowspan="2" style="text-align: center; vertical-align: middle;"><b>TAB</b></td> <td style="text-align: center;"><b>ELIGIBILITY REQUIREMENTS</b></td> </tr> <tr> <td style="text-align: center;"><b>CLASS "A" LEGAL DOCUMENTS (OR EQUIVALENT FOR</b></td> </tr> </table>	<b>TAB</b>	<b>ELIGIBILITY REQUIREMENTS</b>	<b>CLASS "A" LEGAL DOCUMENTS (OR EQUIVALENT FOR</b>
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		<p><b>FOREIGN BIDDERS):</b></p> <p><b>Note: The Bidders shall submit their Eligibility Documents during the Receipt &amp; Opening of Bid Envelopes by the BAC.</b></p> <p><i>For foreign bidders, the equivalent document/s issued by the appropriate authority in the country of origin of the bidder concerned must be presented. If said document has no appropriate equivalent, a <b>Certificate of Inexistence of Appropriate Foreign Equivalent</b> may be submitted.</i></p> <p><i>Foreign Bidders should have a duly authorized <b>Local Representative</b> with appropriate <b>Licenses/Permits</b>. The local representative must have a valid and current written appointment/authority from the foreign bidder.</i></p> <p><i>(In case of a Joint Venture, each member of the JV shall submit the required Legal Document as provided in TAB A as provided below or its appropriate equivalent documents.</i></p> <p><i>For foreign bidders, the equivalent document/s issued by the appropriate authority in the country of origin of the bidder concerned must be presented. If said document has no appropriate equivalent, a <b>Certificate of Inexistence of Appropriate Foreign Equivalent</b> may be submitted.)</i></p>									
		<p><b>LEGAL DOCUMENT</b></p>									
	<p><b>A</b></p>	<p>PhilGEPS Certificate of Registration (Platinum Membership)</p> <p>In lieu with the PHILGEPS Registration, the following shall be submitted;</p> <table border="1" data-bbox="483 1317 1326 1688"> <tr> <td data-bbox="483 1317 544 1541">1</td> <td data-bbox="544 1317 1326 1541">Securities and Exchange Commission, for Corporation and Partnership Department of Trade and Industry (DTI), Certificate for Registration for sole proprietorship; or Cooperative Development Authority, Certificate for Registration for cooperatives</td> </tr> <tr> <td data-bbox="483 1541 544 1576">2</td> <td data-bbox="544 1541 1326 1576">Current and valid Mayor's Permit or Business Permit</td> </tr> <tr> <td data-bbox="483 1576 544 1653">3</td> <td data-bbox="544 1576 1326 1653">Tax Clearance Certificate per Executive Order 398, Series of 2005.</td> </tr> <tr> <td data-bbox="483 1653 544 1688">4</td> <td data-bbox="544 1653 1326 1688">Latest Audited Financial Statement</td> </tr> </table> <p>In case of foreign bidders, the appropriate equivalent document issued by the country of foreign manufacturer concerned must be presented. If said document has no equivalent thereat, a Certificate of Non-Existence may be submitted. Provided that these documents were duly acknowledged or authenticated by the Philippine Consulate therein”.</p>	1	Securities and Exchange Commission, for Corporation and Partnership Department of Trade and Industry (DTI), Certificate for Registration for sole proprietorship; or Cooperative Development Authority, Certificate for Registration for cooperatives	2	Current and valid Mayor's Permit or Business Permit	3	Tax Clearance Certificate per Executive Order 398, Series of 2005.	4	Latest Audited Financial Statement	
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2	Current and valid Mayor's Permit or Business Permit										
3	Tax Clearance Certificate per Executive Order 398, Series of 2005.										
4	Latest Audited Financial Statement										

		<p><b>TECHNICAL DOCUMENTS:</b></p>
	<p><b>B</b></p>	<p>Duly signed statement of the prospective Bidder of <b>ALL</b> its <b>ongoing</b> government and private contracts, (Local and Foreign) including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid.  <b>(Form Attached)</b></p> <p>The bidder may make a reservation under oath in a notarized document not to disclose the name of its client on the ground of an existing confidentiality agreement but must disclose the amount, status, and name of the project for purposes of validating the NFCC, subject to the full disclosure during post-qualification. In this connection, the bidder may keep the name of the client from the statement of ongoing contracts.</p>
	<p><b>C</b></p>	<p>Duly signed statement of Completed Single Largest Contract of Similar Nature Within the last five (5) years from the date of the Receipt and Opening of Bid Envelope equivalent to at least 50% of the ABC of this Project or Statement of at Least Two (2) Similar Contracts, the Aggregate Contract Amounts should be Equivalent to at least 50% of the ABC. The largest of the similar contract should be at least Twenty Five percent (25%) of the ABC. <b>(Form Attached)</b></p> <p>Similar contract(s) must be supported by the following documents:</p> <p><u>For Government Contract:</u></p> <p>1 The Notices of Award or Notices to Proceed or Contract or Purchase Order issued by the end-user; and  2 Certificate of Completion and/or Technical Inspection and Acceptance Committee (TIAC) report or Sales Invoices and Official Receipts provided that the same expressly state the goods were received in good condition.</p> <p><u>For Private Contract:</u></p> <p>1 Contract or Purchase Order issued by the end-user; and  2 Certificates of Completion and/or End-User's Acceptance or Sales Invoices and Official Receipts provided that same expressly state the goods are received in good condition.</p> <p>The Statement shall be supported by copies of the following:</p> <p>1. Notice of Award or Notice to Proceed issued by the End user, or Copies of the contract or Purchase Order; and  2. Certificate of Completion or End user's Acceptance or Proof of payment.</p> <p><b>Note: For this project, "similar contract or project" shall pertain only to supply and delivery of "four-wheeled land vehicle "</b></p> <p>The bidder may make a reservation under oath in a notarized</p>



		document not to disclose the name of its client on the ground of an existing confidentiality agreement but must disclose the amount, status, and name of the project for purposes of validating the contents of the statement of single largest similar completed contract, subject to the full disclosure during post-qualification. In this connection, the bidder may keep the name of the client from the statement of single largest similar completed contract.
		<b>FINANCIAL DOCUMENTS</b>
	<b>D</b>	Duly signed computation of Net Financial Contracting Capacity (NFCC) <b>(Form Attached)</b> or a bidder may submit a committed Line of Credit from a Universal or Commercial Bank in the Ph, in lieu of its NFCC computation, which must be at least equal to 10% of the ABC to be bid.
		<b>CLASS "B" DOCUMENTS</b>
	<b>E</b>	Valid Joint Venture Agreement (JVA), in case the joint venture is already in existence, or, duly notarized statements from all potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bids is successful; Failure to enter into a joint venture in the event of a contract award shall be ground for the forfeiture of the bid security. The JVA should be specific to the project including all supporting documents related thereto. In case JVA is not applicable, the bidder must submit a statement stating that JVA is not applicable in lieu of the foregoing.
	<b>F</b>	Bid Securing Declaration, <b>OR</b> any form of Bid Security, in an amount not less than the required percentage of the ABC in accordance with the following schedule:  1. Cash, or cashier's / manager's check issued by a Universal or Commercial Bank equivalent to two percent (2%) of the ABC; or 2. Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank equivalent to two percent (2%) of the ABC; or 3. Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security equivalent to five percent (5%) of the ABC.
	<b>G</b>	Conformity with the Schedule of Requirements <b>(Form Attached)</b>

	H	<p>Duly signed statement of Compliance to Technical Specifications <b>(Form Attached)</b> inclusive of manufacturer's brochures/literature of product being offered.</p> <p>In the column "Bidder's Compliance", the bidder must state either "comply" or "not comply" against each of the individual parameters of each specification corresponding to performance parameter. Statement of "comply" or "not comply" must be supported by evidence in a bidder's bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements or specification and compliance issued by the bidder, samples, independent test data, etc as appropriate.</p>
	I	<p>Notarized <b>Omnibus Sworn Statement</b> (Original) in accordance with Section 25.2(a)(viii) and Section 25.3 of the 2016 Revised IRR of RA 9184, and using the form prescribed in Section VIII (Bidding Forms).</p>
	J	<p>Duly notarized Secretary's Certificate or Board Resolution or Special Power of Attorney of the authorized Representative of the Bidder.</p>
	K	<p>Certificate from the Original Equipment Manufacturer (OEM) indicating the availability of spare parts within 10 years effective after Acceptance of the offered goods.</p>
	L	<p>Availability/Presence of at least one (1) Service Center in the National Capital Region and one (1) in Mindanao. The Bidder will submit a duly signed certificate showing the following: Name(s) of Company Owned or Franchised Service Center with available technical personnel/spare parts, indicating address, telephone and fax numbers, email address and contact person. In the event of closure of business, termination of distributorship for the equipment, part and supplies, the distributor, trader/importer shall notify the Philippine Army according of the new service centers with telephone numbers and address who can provide the needed parts, supplies and service. For Post Qualification purposes, bidder must be prepared to submit applicable contract or document evidencing the ownership and / or franchise of the above service centers.</p>
	M	<p>Current and valid ISO Certificate under the name of the manufacturer or any specific standards and codes in the Philippines 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.</p>

	<table border="1"> <tr> <td><b>N</b></td> <td>Certificate that the bidder is the Original Equipment Manufacturer (OEM)</td> </tr> <tr> <td><b>O</b></td> <td>Manufacturer's Warranty Certificate for a minimum period of three (3) years or 100,000 kms whichever comes first.</td> </tr> <tr> <td><b>P</b></td> <td>Certificate indicating that the item being offered is used by the country of origin Armed Forces OR used by the Armed Forces of at least two countries</td> </tr> <tr> <td><b>Q</b></td> <td> <p>Certificate from the Headquarters Armed Forces of the Philippines Procurement Service (HAFPPS) issued by PS3, that the Bidder is not <b>Blacklisted</b>, and has <b>No Overdue Delivery</b>, issued within one (1) month prior to the receipt and Opening of Bid Envelopes.(<b>Annex V-B</b>).</p> <p><b>Note 1:</b> In case of Joint Venture, each JV partner shall submit the same certificate.</p> <p><b>Note 2:</b> Over-due delivery shall mean undelivered or incomplete delivery of items after the due date of delivery or approved request for extension of delivery period.</p> </td> </tr> </table> <p><b>Note 1:</b> In the case of foreign bidders, the eligibility requirements may be substituted with the appropriate equivalent documents issued by the country of the bidder concerned. Should there be no equivalent eligibility documents issued in the country of a prospective foreign bidder, said bidder shall issue a certification to that effect.</p> <p><b>Note 2:</b> All documents executed and notarized abroad shall be authenticated by the appropriate Philippine foreign service establishment/ post.</p>	<b>N</b>	Certificate that the bidder is the Original Equipment Manufacturer (OEM)	<b>O</b>	Manufacturer's Warranty Certificate for a minimum period of three (3) years or 100,000 kms whichever comes first.	<b>P</b>	Certificate indicating that the item being offered is used by the country of origin Armed Forces OR used by the Armed Forces of at least two countries	<b>Q</b>	<p>Certificate from the Headquarters Armed Forces of the Philippines Procurement Service (HAFPPS) issued by PS3, that the Bidder is not <b>Blacklisted</b>, and has <b>No Overdue Delivery</b>, issued within one (1) month prior to the receipt and Opening of Bid Envelopes.(<b>Annex V-B</b>).</p> <p><b>Note 1:</b> In case of Joint Venture, each JV partner shall submit the same certificate.</p> <p><b>Note 2:</b> Over-due delivery shall mean undelivered or incomplete delivery of items after the due date of delivery or approved request for extension of delivery period.</p>
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13.1	<p>The financial component of the bid shall contain the following:</p> <table border="1"> <tr> <td><b>TAB</b></td> <td><b>FINANCIAL PROPOSAL DOCUMENTS</b></td> </tr> <tr> <td><b>A</b></td> <td>Duly Signed Bid Form (Use attached form).</td> </tr> <tr> <td><b>B</b></td> <td>Duly Signed Price Schedules.</td> </tr> </table>	<b>TAB</b>	<b>FINANCIAL PROPOSAL DOCUMENTS</b>	<b>A</b>	Duly Signed Bid Form (Use attached form).	<b>B</b>	Duly Signed Price Schedules.		
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<b>B</b>	Duly Signed Price Schedules.								
13.2	<p>The ABC is as follows:</p> <table border="1"> <thead> <tr> <th>Item No.</th> <th>Description</th> <th>ABC</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>15 units <i>All-Terrain Vehicle</i></td> <td><b>PhP31,905,000.00</b></td> </tr> </tbody> </table> <p>Any bid with a financial component exceeding these amounts shall not be accepted.</p>	Item No.	Description	ABC	1	15 units <i>All-Terrain Vehicle</i>	<b>PhP31,905,000.00</b>		
Item No.	Description	ABC							
1	15 units <i>All-Terrain Vehicle</i>	<b>PhP31,905,000.00</b>							
15.4(a)(iii)	No further instructions.								
15.4(b)(i)	No further instructions.								
15.5	Bid Prices shall be fixed. Adjustable price proposals shall be treated as non-responsive and shall be rejected.								

15.6	Extraordinary circumstances refer to events that may be determined by the National Economic and Development Authority in accordance with the Civil Code of the Philippines, and upon the recommendation of the Procuring Entity.
16.1(b)	Prices shall be quoted in Philippine Pesos only.
16.3	No further instructions.
17.1	Bids will be valid for a period of <b>One Hundred Twenty (120) calendar days</b> from the date of the opening of bids.
18.1	<p><b>Bid Securing Declaration, or any form of Bid Security</b>, in an amount not less than the required percentage of the ABC in accordance with the following schedule:</p> <ol style="list-style-type: none"> <li>1. Cash, or cashier's / manager's check issued by a Universal or Commercial Bank equivalent to two percent (2%) of the ABC; or</li> <li>2. Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank equivalent to two percent (2%) of the ABC; or</li> <li>3. Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security equivalent to five percent (5%) of the ABC</li> </ol>
18.5	The bid security shall be valid for <b>One Hundred Twenty (120) calendar days</b> only from the date of the opening of bids.
18.7	<p>The following are additional grounds for forfeiture of bid security:</p> <ol style="list-style-type: none"> <li>1. Submission of eligibility requirements containing false information or falsified documents.</li> <li>2. Submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding.</li> <li>3. Allowing the use of one's name, or using the name of another for purposes of public bidding.</li> <li>4. Withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the Lowest Calculated and Responsive Bid.</li> <li>5. Refusal or failure to post the required performance security within the prescribed time.</li> <li>6. Refusal to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification.</li> <li>7. Any documented unsolicited attempt by a bidder to unduly influence the outcome of the bidding in his favor.</li> <li>8. Failure of the potential joint venture partners to enter into the joint venture after the bid is declared as successful.</li> <li>9. All other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year,</li> </ol>

	except for valid reasons.
20.1	The <b>original</b> of the Bid Securing Declaration, Omnibus Sworn Statement and Joint Venture Agreement must be submitted and included in the folder marked "Original". <b>Original or Certified True Copy</b> of the Authorization of Representative/s (Special Power of Attorney or Board Resolution/ Secretary's Certificate or other appropriate forms of authority) must also be submitted and included in the folder marked "Original".
20.3	Each Bidder shall submit <b>ten (10) copies</b> of the first and second components of its bid, one (1) copy of which shall be marked "Original". <i>Note: The documents which bear the original signature must be the one marked "Original"</i>
21	The address for submission of bids is : <b>The Chairperson, DND BAC Dept. of National Defense, Camp General Emilio Aguinaldo (CGEA), Quezon City</b>  The deadline for submission of bids is _____ at _____.
24.1	The Place of Bid Opening is  <b><i>DND Conference Room, Basement, Right Wing, DND Bldg, CGEA, Quezon City</i></b>  The date and time of bid opening is _____ at _____.
24.2	No further instructions.
25.1	No further instructions.
27.1	No further instructions.
28.3	No further instructions.
28.3(b)	Bid Modification is not allowed.
28.5	No further instructions.
29.2	Within a non-extendable period of <b>five (5)</b> calendar days from receipt by the bidder of the notice from the DNDBAC that it submitted the LCB, the Bidder shall submit the following other post qualification requirements:  a. Latest Income and Business Tax Returns in accordance with ITB Clause 29.2 (a).  b. Company Profile.  c. Attachments of PhilGEPS Registration (Platinum Membership).  d. Certificate of Notarial Commission of the lawyer who notarized the documents submitted by the bidder.  Failure to submit the above requirements on time or a finding against the veracity of such shall be ground for the forfeiture of the bid security and disqualify the bidder for award.
29.2(a)	Only tax returns filed and taxes paid through the BIR Electronic Filing and Payment System (EFPS) or its equivalent for the foreign bidders

	<p>shall be accepted.</p> <p><i>NOTE: The latest income and business tax returns are those within the last six months preceding the date of bid submission.</i></p>
33	<p>To guarantee the faithful performance by the winning bidder of its obligations under the contract, in accordance with the Bidding Documents, it shall post a performance security prior to the signing of the contract.</p>
34.2	<p>The <b>Effective Date of the Contract</b> is upon receipt thereof by the successful Bidder of the Notice to proceed (NTP).</p>

## ***Section IV.***

# ***General Conditions of Contract***

## 1. Definitions

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

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

## 2. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution;



entering, on behalf of the Government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019.

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

(iii) "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.

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

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

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

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

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

### **4. Governing Law and Language**

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

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

### **5. Notices**

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

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

### **6. Scope of Contract**

**DND Core Values: Patriotism, Professionalism, Good Governance**

6.1. The GOODS and Related Services to be provided shall be as specified in Section VI. Schedule of Requirements..

6.2. This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. Any additional requirements for the completion of this Contract shall be provided in the **SCC**.

## **7. Subcontracting**

7.1. Subcontractors must comply with the eligibility criteria as provided under ITB Clause 5. For this purpose, the Bidder shall include in its Technical Proposal all the documents required under ITB Clause for any subcontractor. If the Procuring Entity determines that a subcontractor is ineligible, the subcontracting of such portion of the Goods assigned to the ineligible subcontractor shall be disallowed.

7.2. Unless otherwise indicated in the **SCC**, the Supplier cannot subcontract more than twenty percent (20%) of the total Project cost. Subcontracting of any portion of the Contract or Project does not relieve the Contractor of any liability or obligation under this Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants or workmen.

7.3. All subcontracting arrangements as disclosed and identified during the eligibility check shall not be changed during the implementation of this Contract.

## **8. Procuring Entity's Responsibilities**

8.1. Whenever the performance of the obligations in this Contract requires that the Supplier obtain permits, approvals, import, and other licenses from local public authorities, the Procuring Entity shall, if so needed by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.

8.2. The Procuring Entity shall pay all costs involved in the performance of its responsibilities in accordance with GCC Clause 6.

## **9. Prices**

Prices charged by the Supplier for Goods delivered and/or Services performed under this Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any change in price resulting from a Change Order issued in accordance with GCC Clause 29, or if applicable, adjustments authorized in accordance with the price adjustment provisions specified in the **SCC**.

## **10. Payment**

10.1. Unless otherwise specified in the **SCC**, payments shall be made only upon a certification by the Head of the Procuring Entity to the effect that the Goods have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted. Except with the prior approval of the President no payment shall be made for services not yet rendered or for supplies and materials not yet delivered under this Contract. Ten percent (10%) of the amount of each payment shall be retained by the Procuring Entity to cover the Supplier's warranty obligations under this Contract as described in GCC Clause 17.3.

10.2. The Supplier's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and/or Services performed, and by documents submitted pursuant to the **SCC** provision for GCC Clause 6.2, and upon fulfillment of other obligations stipulated in this Contract.

10.3. Pursuant to GCC Clause 10.2, payments shall be made promptly by the Procuring Entity, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.

10.4. Unless otherwise specified in the **SCC**, the currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.

## **11. Advance Payment**

11.1. Advance payment shall be made only after prior approval of the President, and shall not exceed fifteen percent (15%) of the Contract amount, unless otherwise directed by the President. For cases mentioned under GCC Clause 9.7 however, no prior approval by the President shall be necessary.

11.2. All progress payments shall first be charged against the advance payment until the latter has been fully exhausted, unless otherwise approved by the President.

11.3. Prior approval by the President shall be unnecessary in the following cases:

(a) A single advance payment not to exceed fifty percent (50%) of the Contract shall be allowed for contracts entered into by a Procuring Entity for the following services where requirement of down payment is standard industry practice:

- (i) Hotel and restaurant services;
- (ii) Use of conference, seminar or exhibit areas; and
- (iii) Lease of office space.

(b) Advance payment not to exceed fifteen percent (15%) of the Contract amount, unless otherwise directed by the President, shall also be allowed for the procurement of goods required to address contingencies arising from natural or man-made calamities in areas where a "State of Calamity" has been declared by appropriate authorities.

11.4. For Good supplied from abroad, ten percent (10%) of the Contract price shall be paid within sixty (60) calendar days from signing of the contract and upon submission of a claim and a bank guarantee issued by a licensed bank for the equivalent amount valid until the Goods are delivered and in the form provided in the **SCC**.

## **12. Taxes and Duties**

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

12.2. A local Supplier shall be entirely responsible for all the necessary taxes, duties, license fees, and other such levies imposed for the completion of this Contract.

## **13. Performance Security**

13.1. Unless otherwise specified in the **SCC**, within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the

signing of the contract by both parties, the successful Bidder shall furnish the performance security in any the forms prescribed in the ITB Clause 11.

13.2. The performance security shall be denominated in Philippine Pesos and posted in favor of the Procuring Entity, which shall be forfeited in the event it is established that the winning bidder is in default in any of its obligations under the contract.

13.3. The performance security shall remain valid until issuance by the Procuring Entity of the final Certificate of Acceptance.

13.4. Unless otherwise specified in the **SCC**, the performance security may be released by the Procuring Entity and returned to the Supplier after the issuance of the final Certificate of Acceptance subject to the following conditions:

(a) There are no pending claims against the Supplier or the surety company filed by the PROCURING ENTITY;

(b) The Contractor has no pending claims for labor and materials filed against it; and

(c) Other terms of the contract.

13.5. In case of a reduction of the contract value, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

#### **14. Use of Contract Documents and Information**

14.1. The Supplier shall not, except for purposes of performing the obligations in this Contract, without the Procuring Entity's prior written consent, disclose this Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

14.2. Any document, other than this Contract itself, enumerated in GCC Clause 14.1 shall remain the property of the Procuring Entity and shall be returned (all copies) to the Procuring Entity on completion of the Supplier's performance under this Contract if so required by the Procuring Entity.

#### **15. Standards**

The Goods provided under this Contract shall conform to the standards mentioned in the Section IV- Technical Specifications; and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the institution concerned.

#### **16. Inspection and Tests**

16.1. The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Entity. The SCC and 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.

16.2. If applicable, the inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the goods' final

destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity.

16.3. The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in this Clause provided that the Procuring Entity shall bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

16.4. The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to GCC Clause 5.

16.5. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, shall release the Supplier from any warranties or other obligations under this Contract.

## 17. Warranty

17.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials except when the design and/or material required by the Procuring Entity provides otherwise.

17.2. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

17.3. In order to assure that manufacturing defects shall be corrected by the Supplier, manufacturer, or distributor, as the case may be, a warranty shall be required from the Supplier for a minimum period of three (3) months, in the case of Expendable Supplies, and one (1) year, in the case of Non-expendable Supplies, after acceptance by the Procuring Entity of the delivered supplies or other such period as may be specified in the **SCC**. The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to at least one percent (1%) of every progress payment, or a special bank guarantee equivalent to at least one percent (1%) of the Contract Price or other such amount if so specified in the **SCC**. The said amounts shall only be released after the lapse of the warranty period or in the case of Expendable Supplies, after consumption thereof: Provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under the Contract have been fully met.

17.4. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty.

17.5. Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC** and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring Entity.

17.6. If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in the **SCC**, the Procuring Entity may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without



prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract and under the applicable law.

## **18. Delays in the Supplier's Performance**

18.1. Delivery of the Goods and/or performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in Section VI. Schedule of Requirements..

18.2. If at any time during the performance of this Contract, the Supplier or its Subcontractor(s) should encounter conditions impeding timely delivery of the Goods and/or performance of Services, the Supplier shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, and upon causes provided for under GCC Clause 22, the Procuring Entity shall evaluate the situation and may extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of Contract.

18.3. Except as provided under GCC Clause 22, a delay by the Supplier in the performance of its obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 19, unless an extension of time is agreed upon pursuant to GCC Clause 29 without the application of liquidated damages.

## **19. Liquidated Damages**

19.1. Subject to GCC Clauses 18 and 22, if the Supplier fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the Procuring Entity shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the **SCC**. Once the maximum is reached, the Procuring Entity shall rescind the Contract pursuant to GCC Clause 23, without prejudice to other courses of action and remedies open to it.

## **20. Settlement of Disputes**

20.1. If any dispute or difference of any kind whatsoever shall arise between the Procuring Entity and the Supplier in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

20.2. If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

20.3. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under this Contract.

20.4. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the **SCC**.

20.5. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Procuring Entity shall pay the Supplier any monies due the Supplier.

## **21. Limitation of Liability**

Except in cases of criminal negligence or willful misconduct, and in the case of infringement of patent rights, if applicable, the aggregate liability of the Supplier to the Procuring Entity shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## **22. Force Majeure**

22.1. The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of a *force majeure*.

22.2. For purposes of this Contract the terms "*force majeure*" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or *force majeure* shall be interpreted to mean an event which the Contractor could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Contractor.

22.3. If a *force majeure* situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the *force majeure*.

## **23. Termination for Default**

23.1. The Procuring Entity shall terminate this Contract for default when any of the following conditions attends its implementation:

(a) Outside of *force majeure*, the Supplier fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price;

(b) As a result of *force majeure*, the Supplier is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days after receipt of the notice from the Procuring Entity stating that the circumstance of force majeure is deemed to have ceased; or

(c) The Supplier fails to perform any other obligation under the Contract.

23.2. In the event the Procuring Entity terminates this Contract in whole or in part, for any of the reasons provided under GCC Clauses 23 to 26, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the



Procuring Entity for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of this Contract to the extent not terminated.

23.3. In case the delay in the delivery of the Goods and/or performance of the Services exceeds a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the Supplier, the Procuring Entity may terminate this Contract, forfeit the Supplier's performance security and award the same to a qualified Supplier.

#### **24. Termination for Insolvency**

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

#### **25. Termination for Convenience**

25.1. The Procuring Entity may terminate this Contract, in whole or in part, at any time for its convenience. The Head of the Procuring Entity may terminate a contract for the convenience of the Government if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and national government policies.

25.2. The Goods that have been delivered and/or performed or are ready for delivery or performance within thirty (30) calendar days after the Supplier's receipt of Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices. For Goods not yet performed and/or ready for delivery, the Procuring Entity may elect:

- (a) to have any portion delivered and/or performed and paid at the contract terms and prices; and/or
- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed and/or performed goods and for materials and parts previously procured by the Supplier.

25.3. If the Supplier suffers loss in its initial performance of the terminated contract, such as purchase of raw materials for goods specially manufactured for the Procuring Entity which cannot be sold in open market, it shall be allowed to recover partially from this Contract, on a *quantum meruit* basis. Before recovery may be made, the fact of loss must be established under oath by the Supplier to the satisfaction of the Procuring Entity before recovery may be made.

#### **26. Termination for Unlawful Acts**

26.1. The Procuring Entity may terminate this Contract in case it is determined *prima facie* that the Supplier has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:

- (a) Corrupt, fraudulent, and coercive practices as defined in ITB Clause 3.1(a);
- (b) Drawing up or using forged documents;
- (c) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and

- (d) Any other act analogous to the foregoing.

## **27. Procedures for Termination of Contracts**

27.1. The following provisions shall govern the procedures for termination of this Contract:

- (a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;
- (b) Upon recommendation by the Implementing Unit, the Head of the Procuring Entity shall terminate this Contract only by a written notice to the Supplier conveying the termination of this Contract. The notice shall state:
  - (i) that this Contract is being terminated for any of the ground(s) aforementioned, and a statement of the acts that constitute the ground(s) constituting the same;
  - (ii) the extent of termination, whether in whole or in part;
  - (iii) an instruction to the Supplier to show cause as to why this Contract should not be terminated; and
  - (iv) special instructions of the Procuring Entity, if any.
- (c) The Notice to Terminate shall be accompanied by a copy of the Verified Report;
- (d) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the Head of the Procuring Entity a verified position paper stating why this Contract should not be terminated. If the Supplier fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the Head of the Procuring Entity shall issue an order terminating this Contract;
- (e) The Procuring Entity may, at anytime before receipt of the Supplier's verified position paper to withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Supplier's receipt of the notice;
- (f) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the Head of the Procuring Entity shall decide whether or not to terminate this Contract. It shall serve a written notice to the Supplier of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Supplier of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate;
- (g) The Head of the Procuring Entity may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the Head of the Procuring Entity; and
- (h) The Supplier must serve a written notice to the Procuring Entity of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The Contract is deemed terminated if it is not resumed in thirty (30) calendar days after the receipt of such notice by the Procuring Entity.

## **28. Assignment of Rights**

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

**29. Contract Amendment**

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

**30. Application**

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

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

### Special Conditions of Contract

<b>GCC Clause</b>							
1.1(g)	The Procuring Entity is <i>the Armed Forces of the Philippines (Philippine Army)</i> .						
1.1(i)	The Manufacturer/ Supplier is <i>[to be inserted at the time of contract award]</i> .						
1.1(j)	<p><b>The Funding Source is:</b></p> <p>The Government of the Philippines (GOP) through AFP Modernization Trust Fund (AFPMTF) <b>in the total amount of Thirty One Million Nine Hundred Five Thousand Pesos (PhP 31,905,000.00).</b></p> <p>The name of the Project is:  <b>Procurement of Fifteen (15) units All-Terrain vehicle for the Philippine Army</b></p>						
1.1(k)	<p>The delivery places:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Delivery Sites</th> <th style="text-align: center;">Quantity</th> </tr> </thead> <tbody> <tr> <td style="padding: 5px;">Supply Battalion Warehouse Nr 2, LSG, Army Support Command, PA, Camp General Emilio Aguinaldo, Quezon City, Philippines.</td> <td style="text-align: center; vertical-align: middle;"><b>15 units</b></td> </tr> <tr> <td style="text-align: center;"><b>TOTAL</b></td> <td style="text-align: center;"><b>15 units</b></td> </tr> </tbody> </table>	Delivery Sites	Quantity	Supply Battalion Warehouse Nr 2, LSG, Army Support Command, PA, Camp General Emilio Aguinaldo, Quezon City, Philippines.	<b>15 units</b>	<b>TOTAL</b>	<b>15 units</b>
Delivery Sites	Quantity						
Supply Battalion Warehouse Nr 2, LSG, Army Support Command, PA, Camp General Emilio Aguinaldo, Quezon City, Philippines.	<b>15 units</b>						
<b>TOTAL</b>	<b>15 units</b>						
5.1	<p>The Procuring Entity's address for Notices is:</p> <p>DND-BAC Secretariat  Basement, Right Wing  DND Bldg. Camp General Emilio Aguinaldo  Quezon City, Philippines 1110  Telephone No. (632) 911-6001 local 8414  Telefax: (632) 421-3531  The Supplier's address for Notices is: _____</p>						
5.2	No further instructions.						
6.2	<p><b>Delivery and Documents –</b></p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP,” “DAP” 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><b>For Goods Supplied from Abroad</b>, the End-user Certificate, if required by the manufacturer, shall be provided by the Procuring Entity to the Supplier</p>						

after the issuance of the Notice to Proceed (NTP).

The delivery term applicable to the Contract is **DAP** and delivered to the following Delivery sites:

Delivery Sites	Quantity
Supply Battalion Warehouse Nr 2, LSG, Army Support Command, PA, Camp General Emilio Aguinaldo, Quezon City, Philippines.	15 units
<b>TOTAL</b>	<b>15 units</b>

in accordance with "INCOTERMS".

**For Goods Supplied from Within the Philippines**, the delivery terms applicable to this Contract is **DDP** and delivered to sites indicated below:

Delivery Sites	Quantity
Supply Battalion Warehouse Nr 2, LSG, Army Support Command, PA, Camp General Emilio Aguinaldo, Quezon City, Philippines.	15 units
<b>TOTAL</b>	<b>15 units</b>

Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.

Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI – Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are as follows:

*For Goods supplied from within the Philippines:*

Upon delivery of the Goods to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents to the Procuring Entity:

- (i) Original and four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- (ii) Original and four copies delivery receipt/note, railway receipt, or truck receipt;
- (iii) Original and four copies of the Manufacturer's and/or Supplier's warranty certificate;
- (iv) Original and four copies of the certificate of origin (for imported Goods);
- (v) Delivery receipt detailing number and description of items received signed by the authorized receiving personnel;

- (vi) Inspection and Acceptance Report of the PA Technical Inspection and Acceptance Committee (PATIAC) that the products passed; and
- (vii) Four copies of the Invoice Receipt for Property signed by the Procuring Entity's representative at the Project Site.

*For Goods supplied from abroad:*

Upon shipment, the Supplier shall notify the Procuring Entity and the insurance company by cable the full details of the shipment, including Contract Number, description of the Goods, quantity, vessel, bill of lading/airway bill number and date, port of loading, date of shipment, port of discharge etc. Upon delivery to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents as applicable with the documentary requirements of any letter of credit issued taking precedence:

- (i) Original and four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- (ii) Original and four copies of the negotiable, clean shipped on board bill of lading/airway bill marked "freight pre-paid" and five copies of the non-negotiable bill of lading/airway bill ;
- (iii) Original and four copies of the Manufacturer's and/or Supplier's warranty certificate;
- (iv) Original and four copies of the certificate of origin (for imported Goods);
- (v) Delivery receipt detailing number and description of items received signed by the Procuring Entity's representative at the Project Site;
- (vi) Inspection and Acceptance Report of the PA Technical Inspection and Acceptance Committee (PATIAC) that the products passed; and
- (vii) Four (4) copies of the Invoice Receipt for Property signed by the Procuring Entity's representative at the Project Site.

For purposes of this Clause the Procuring Entity's Representative at the Project Site are:

**PA TIAC,  
APAO and  
OAFM**

**Incidental Services – (if applicable)**

The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI–Schedule of Requirements:

- (a) performance or supervision of on-site assembly and/or startup 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.
- (e) The supplier, at its own account, shall provide the necessary transportation requirements, lodging and meals for the members of the Inspection Team and Technical Inspection and Acceptance Committee during the conduct of tests and inspections of the delivered goods.

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.

**Spare Parts – Refer to Sec VII. Technical Specifications**

**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 shall be in accordance with the manufacturer's standard.

**Insurance –**

The goods supplied under this Contract shall be fully insured by the Supplier in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery. The Goods remain at the risk and title of the Supplier until their final acceptance by the Procuring Entity.

**Transportation –**

Where the Supplier is required under Contract to deliver the Goods CIF, CIP, DDP or DAP, 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

	<p>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, DDP or DAP, 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 <i>force majeure</i> in accordance with <b>GCC Clause 22</b>.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP/DAP 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><b>Patent Rights –</b></p> <p>The Supplier shall indemnify the Procuring Entity against all thirdparty claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p> <p><b>Notarial Fee -</b></p> <p>Notarial expenses of contract agreement shall be shouldered by the bidder.</p>
7.2	Not applicable.
9	For the given scope of work in this Contract as awarded, all bid prices are considered fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances and upon prior approval of the GPPB in accordance with Section 61 of R.A. 9184 and its IRR.
10	<p><b>Payment shall be made by check or through letter of credit, at the option of a local Supplier, or through LC in case of foreign supplier/manufacturer.</b></p> <p>In case payment shall be made by L/C, the PROCURING ENTITY shall open the irrevocable L/C in favor of the Supplier in accordance with the terms provided below in an Authorized Government Depository Bank after the approval of the Contract by the HOPE and cash transfer from the PA to the Authorized Government Depository Bank, to wit:</p> <p>(a) <u>Mode of Transmission</u>: Full cable telex/S.W.I.F.T;</p>

(b) Advising and/or Confirmation: L/C may be advised and/or confirmed by any bank to be identified by the Supplier, at the latter's sole expense;

(c) Payee Bank: The L/C draft (if any) shall be drawn on the confirming bank;

(d) Beneficiary: [Insert name and address of Supplier with Point of Contact;

(e) Currency and Amount of L/C: L/C shall be in Philippine Peso, in an amount equivalent to the Total Contract Price. The 95% of the amount of L/C shall be released upon completion of all the required documents enumerated in SCC Clause 10(g) of the bidding documents and the 5% shall be released upon expiration of the warranty period provided in SCC clause 17.3 of the bidding documents;

(f) Expiration Date: **One Hundred Twenty (120) calendar days** from issue date of the L/C;

(g) Payment Scheme Documentary Requirements: Payment will be **"One Time Payment"** and shall be made to the Supplier at the time of the final acceptance of the GOODS by the PROCURING ENTITY made in accordance with Section VI. Schedule of Requirements, and the submission or presentation of the following documents:

- i. Supplier's invoice showing GOODS' description, quantity, unit price, and total amount;
- ii. Negotiable, clean shipped on board Bill of Lading marked "Freight Pre-Paid" and/or "Non-Negotiable Bill of Lading" or "Airway Bill";
- iii. Original Supplier's factory inspection report or certificate of pre-delivery test and inspection report by PA TIAC (as applicable);
- iv. Manufacturer's warranty certificate;
- v. Certificate of Origin (for imported GOODS);
- vi. Delivery Receipt detailing number and description of items received signed by the Procuring Entity's representative at the Delivery Site;
- vii. Certificate of Acceptance by the PA Technical Inspection and Acceptance Committee (PA TIAC); and,
- viii. Invoice Receipt for Property signed by the Procuring Entity's representative at the Project Site.

(h) Description of Goods:

Particular	Qty	ABC
All Terrain Vehicles	15 units	PhP 31,905,000.00

(i) Delivery Sites:

Delivery Site	Quantity
Supply Battalion Warehouse Nr 2, LSG, Army Support Command, PA, Camp General Emilio Aguinaldo, Quezon City, Philippines.	15 units
<b>TOTAL</b>	<b>15 units</b>

	<p>(j) <b><u>Delivery Period:</u></b> Complete delivery within One Hundred Twenty (120) Calendar Days upon receipt of NTP.</p> <p>(k) <b><u>Shipment:</u></b> One-time shipment; transshipment is acceptable.</p> <p>(l) <b><u>Negotiability:</u></b> The L/C shall be irrevocable;</p> <p>(m) <b><u>Liquidated Damages:</u></b> Liquidated damages shall be imposed in accordance with Clause 19 of the Contract.</p> <p>(n) <b><u>Other Instructions:</u></b></p> <p>i. The cost of the opening, as well as advising, confirmation, extension, and/or amendment, if any, of the L/C, and other bank charges shall be for the account of the Supplier;</p> <p>ii. The L/C must be in English; and</p> <p>iii. No boycott or restrictive language.</p>
16.1	<p>The inspections and tests that will be conducted are:</p> <p><b>a. Post-Qualification</b> involving documents validation, plant/office visit and inspection of units shall be conducted by the Procuring Entity or its designated representatives (PQ Team) in order to determine the compliance to the requirements of the end-user as required in the bidding documents.</p> <p><b>b. Product Pre- Delivery Inspection and Functional Testing.</b> Pre-delivery inspection of the items to be conducted at the manufacturer's/Dealer's/Distributor's facilities, Research Development Center, ASCOM, PA or at any authorized 3<sup>rd</sup> Party Testing Facility by Philippine Army PDI Team. The Procuring Entity or its designated representatives of <b>not less than five (5) members</b> compose of the TIAC and PATWG representative for Ordnance (Mobility) shall be entitled to attend the tests and/or inspections. Inspections and tests that will be conducted shall be based on the Procuring Entity's product specifications and test and evaluation procedures. The supplier shall furnish the inspectors all reasonable facilities and assistance, provide records/related documents of the GOODS and testing fee, if there are any, at no charge to the PROCURING ENTITY.</p> <p><b>c. Final Inspection and Acceptance</b> will be at the Delivery Site. Completeness and appropriateness of the delivered goods shall be inspected by the Procuring Entity's representative at the delivery site at the soonest time possible. After completion of the inspection, the inspection team shall furnish the following reports;</p> <p>(c.1) Final Inspection and Acceptance Report by the TIAC;</p> <p>(c.2) OAFM Inspection Report;</p> <p>(c.3) SAO/APAO Acceptance Report;</p>

	<p>All costs relative to the inspection and testing as discussed above shall be borne by the Supplier, to include but not limited to, the costs and expenses incurred by the PROCURING ENTITY's representative in attending said testing such as travel, and board and lodging expenses.</p> <p>The supplier shall furnish to the inspectors all reasonable facilities and assistance, provide records/related documents of the GOODS at no charge to the PROCURING ENTITY. The supplier shall bear all costs and expenses of travel including accommodation, Daily Subsistence Allowance (DSA) pursuant to Sec 8 of EO 298.</p> <p>The PROCURING ENTITY may reject any GOODS or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected GOODS or parts thereof or make alterations necessary to meet the specifications at no cost to the PROCURING ENTITY, and shall repeat the test and/or inspection, at no cost to the PROCURING ENTITY, upon giving a notice pursuant to Clause 5.</p> <p>The rectification of any defect noted on the inspected GOODS shall only be made for a maximum of two (2) times. Both the rectification and replacement of the defective Goods shall only be made <b>within the delivery period</b>, or in case of delay, shall not exceed the maximum liquidated damages pursuant to GCC Clauses 19 and 23. The conduct of correction or replacement of Goods does not exempt the Supplier from GCC Clause 19.</p> <p>The Supplier agrees that neither the execution of a test and/or inspection of the GOODS or any part thereof, nor the attendance by the PROCURING ENTITY or its representative, shall release the Supplier from any warranties or other obligations under this Contract.</p>
16.4	No further instructions.
17.1	<p>Additional Requirements:</p> <p>Color – <b>Olive Drab</b></p> <p>3 years Comprehensive Insurance, Floor Matting, Tools, Early Warning Device, Vehicle Manual and Towing Hitch</p> <p>Maintenance and Vehicle Operations Training for the end-user prior Final Acceptance.</p>
17.3	<p>The warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to at least five percent (5%) of the Contract Price, or a special bank guarantee equivalent to at least five percent (5%) of the Contract Price in favor of the Armed Forces of the Philippines.</p> <p>The warranty period shall be minimum period of three (3) years after</p>

	<p>acceptance by the Procuring Entity of the delivered Goods or 100,000 kms whichever comes first. The manufacturer shall issue a Warranty Certificate to that effect.</p> <p>The obligation for the warranty shall only be released after the lapse of the warranty period.</p> <p>The PROCURING ENTITY through the TIAC may invoke for warranty claims for the GOODS or any part thereof that fail to conform to the specifications within the warranty period. The Supplier shall either rectify or replace such defective GOODS or parts thereof or make alterations necessary to meet the specifications at no cost to the PROCURING ENTITY, and shall inspect the rectified/ replaced goods, at no cost to the PROCURING ENTITY, upon giving a notice pursuant to Clause 5.</p>
17.5	The period for correction of defective items in the warranty period is within thirty (30) calendar days upon receipt of notice from the PROCURING ENTITY of any claim arising from the warranty obligation of the supplier.
17.6	No further instructions.
19.1	<p>The applicable rate is one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay.</p> <p>Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the procuring entity may rescind the contract, without prejudice to other courses of action and remedies open to it.</p>
20.4	In the case of a dispute between the PROCURING ENTITY and the Supplier, the dispute shall be resolved in accordance with Republic Act 9285 ("R.A. 9285"), otherwise known as the "Alternative Dispute Resolution Act of 2004."
21.1	<i>In case of a joint venture, "All partners to the joint venture shall be jointly and severally liable to the Procuring Entity."</i>

## ***Section VI.***

# ***Schedule of Requirements***



## SCHEDULE OF REQUIREMENTS

### Procurement of All Terrain Vehicles

Bid Ref. No. \_\_\_\_\_

Approved Budget Contract: Php 31,905,000.00

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

Description	Particulars	Qty	Full Delivery within;	Delivery Sites	
<b>All-Terrain Vehicle</b>	Minimum of 4-seats ATV Color – Olive Drab	15 units	One Hundred Twenty (120) Calendar Days upon Receipt of NTP	Supply Battalion Warehouse Nr 2, LSG, Army Support Command, PA, Camp General Emilio Aguinaldo, Quezon City, Philippines. <b>15 units</b>	
<p>Deliverables :</p> <p>Color – <b>Olive Drab</b></p> <p>3 years Comprehensive Insurance, Floor Matting, Tools, Early Warning Device, Vehicle Manual and Towing Hitch</p> <p>Maintenance and Vehicle Operations Training for the end-user prior Final Acceptance</p>					

CONFORME:

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

\_\_\_\_\_  
Position

\_\_\_\_\_  
Date

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

## **STATEMENT OF COMPLIANCE TO TECHNICAL SPECIFICATIONS**

The bidder must state in the last column opposite each parameter and required specifications either “Comply” or “Not Comply”. All pages shall be properly signed. 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-reference 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 Bidders statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the provisions of ITB Clause above goods manufactured by us.

## **CLARIFICATION AND SETTLEMENT OF CONFLICTING INTERPRETATION OF THE TECHNICAL SPECIFICATIONS**

All clarifications regarding the technical specifications stipulated in this section will be clarified by the members of the Technical Working Group. In cases of conflicting interpretations, the nature and purpose of the equipment will be the basis of interpretation. The main basis for technical specifications and requirements is the nature and purpose of the equipment and its intended use as determined by the doctrinal application of the end-users represented herein by the Technical Working Group.

## STATEMENT OF COMPLIANCE TO TECHNICAL SPECIFICATIONS

LOT NUMBER 1 : All terrain Vehicle  
 QUANTITY : 15 units  
 APPROVED BUDGET OF CONTRACT : Php 31,905,000.00

To the Bidder: write “**comply**” if proposal meets the technical specification and project requirements. Do not leave any blank. Failure to conform will result in rating “**failed**”.

Technical Data	Requirements	Comply/ Not comply
Aircraft Internal Transportability	C130	
Fuel type	Gasoline	
Curb weight	1000 kg (maximum)	
Payload capacity	500 kgs (Minimum)	
Towed Load Capacity	500 kgs (Minimum)	
Passenger Capacity	minimum of 4 (seating capacity)	
Speed	75 kph or 46 mph (minimum)	
Automotive Controls	Power Steering	
Rollover Protection	Roll Over Protection System certified	
Seat Belts	Minimum 3-point harnesses with quick-release latch	
Tires	Run-flat tires	
Ignition	Keyless/Universal Ignition	
Lighting	White LED, Blackout drive, IR Light	
<b>Physical Characteristics</b>		
Overall vehicle size		
Length (mm)	4050 (maximum)	
Width (mm)	1650 (maximum)	
Height (mm)	2100 (maximum)	
Ground Clearance, mm	250 – 350	
Fuel Tank Capacity, liters	25 (minimum)	
Transmission	Automatic, Continuous Variable	
Wheel Base, mm	2000 – 3000	
Instrumentation	Digital Gauges	
Skid Plate	w/ bottom skid plate	
<b>Operational Characteristics</b>		
Displacement, cc	750 – 1100	
Horsepower, hp	75 (Minimum)	
Brake System	Hydraulic discs	
Fuel System	Electronic Fuel Injection	
Drive System	All Wheel Drive (AWD)	
Aircraft Tie-Downs	Available	

<b>Accessories</b>		
Additional Mountable Seats	Padded Bucket Seat	
Fuel/Water Can Holder	1 unit, tool-less installation	
Cargo Net	Polyester webbing w/ adjustable straps	
Windshield	Polycarbonate, tool-less install and removal	
Roof Cover	Molle Roof	
ATV Cover	Polyester, w/ easily accessible straps	
<b>Other Features</b>		
Color	As Required in the Contract	
<p><i>I hereby certify that the statement of compliance to the foregoing technical specifications are true and correct, otherwise, if found to be false either during bid evaluation or post qualification, the same shall give rise to automatic disqualification of our bid.</i></p>		
_____	_____	_____
Name of Company/ Bidder	Signature Over Printed Name	Date

## ***Section VIII***

### ***Bidding Forms***

SAMPLE FORM A

**Certificate of PhilGEPS Registration (Platinum Membership)**

Republic of the Philippines  
Department of Budget and Management  
**PROCUREMENT SERVICE**

**CERTIFICATE OF PHILGEPS REGISTRATION  
(Platinum Membership)**

*THIS IS TO CERTIFY THAT*

**OXYCHEM CORPORATION**  
500 Boni Ave., Brgy. Plamview  
Mandaluyong City Metro Manila

*is registered in the Philippine Government Electronic Procurement System (PhilGEPS) on 12-July-2007 pursuant to Section 8.5 of the Revised Implementing Rules and Regulations of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act.*

*This further certifies that OXYCHEM CORPORATION has submitted the required eligibility documents in the PhilGEPS Supplier Registry as indicated under Annex A hereof. The Procuring Entity reserves the right to verify, validate and ascertain the authenticity, completeness and truthfulness of all the submitted documents during the post-qualification process.*

*This Certificate is valid until 01-May-2016, unless any of the documents listed under Annex A expires before the said date, and/or, any violation of existing laws, rules and regulations is incurred. As such, this Certificate shall be automatically revoked, without prejudice to the filing of applicable administrative, civil or criminal action.*

Issued this 5th day of May, 2015.

  
**ROSAMARIA M. CLEMENTE**  
 Executive Director II

Document Stamp Tax Paid Php 15.00

Certificate No: PHILGEPS-2007-37804  
Certificate Reference No: 2015010011225

Page 1 of 2

"Annex A"

**Eligibility Documents**

of  
**TERMS CONCRETE AND MATERIALS TESTING LABORATORY,  
INC.**  
#19 L. Intalan St. Bagong Ilog  
Pasig City Metro Manila

<b>Audited Financial Statement</b>	Date of Filing : 15-Apr-2016 Current Asset : Php 15,576,529.00 Total Asset : Php 32,228,190.00 Current Liabilities : Php 3,088,236.00 Total Liabilities : Php 12,699,535.00 Name of Auditor : Diosdado M. Perez BIR RDO Code : 43A
<b>Mayor's Permit</b>	Place of Issue : Pasig City Permit Number : SER-16-0622 Issuance Date : 01-Feb-2016 Signatory : Josefito L. Comate
<b>SEC Certificate</b>	Registration Date : 13-May-2008 SEC Certificate Number : CS200806973
<b>Tax Clearance</b>	Issuance Date : 29-Jul-2016 Signatory : Rosana P. San Vicente TCC Number : NO-ARMD-07-29-R0033-2016 Tax Clearance Expiration Date : 29-Jan-2017
<b>Annual Income Tax Return</b>	Year Ended : 31-Dec-2015 Date of Filing : 15-Apr-2016

*This Document forms part of the Certificate of Platinum Membership and shall accompany the Certificate at all times when being submitted to Procuring Entities.*

Certificate No: PHILGEPS-2010-64831  
Certificate Reference No: 2016030030804  
Issued Date as of September 21, 2016 7:07 PM

Page 2 of 2



SAMPLE FORM B

**COMPANY HEADER**

Statement of **All On-going Government and Private Contracts** including Contracts Awarded but not yet started, if any.

**Note:** Original/Certified true copies of POs/Contracts/Notice to proceed to be presented only during Post Qualification if declared as the S/LCB.

**STATEMENT OR LIST OF ALL ON-GOING GOVERNMENT AND PRIVATE PROJECTS INCLUDING CONTRACTS AWARDED BUT NOT YET STARTED**

(Sample Format)

Name of Project: \_\_\_\_\_

Name of Contract	Name/Addresses	Nature of Work	Contractor's Role/Description	Percent Accomplished	ABC	Date Awarded/Contract Effectivity Date Completed
Government Sector						
1.						
2.						
Private Sector						
1.						
2.						

Submitted by: \_\_\_\_\_

Designation: \_\_\_\_\_

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

SAMPLE FORM C

**COMPANY HEADER**

**STATEMENT OF CONTRACT THAT IS SIMILAR TO THE CONTRACT TO BE BID**

Statement of Largest Similar Completed Contract within the last five (5) years from date of submission and receipt of bids equivalent to Fifty Percent (50%) of the ABC **Or** Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least “Fifty Percent (50%)” (*in the case of Expendable Supplies*) of the ABC for this Project; **and** The largest of these similar contracts must be equivalent to at least twenty five percent (25%) of the ABC as required above.

Name of the Contract	Name of Procuring Entity, Representative and address	Contract Duration	Kind of Goods	Total Contract Value at Award	Date Completed

Copy of the following documents must be attached to this statement as part of Eligibility Documents:

For Government Contract:

- 1 The Notices of Award or Notices to Proceed or Contract or Purchase Order issued by the end-user; and
- 2 Certificate of Completion and/or Technical Inspection and Acceptance Committee (TIAC) report or Sales Invoices with Official Receipts provided that the same expressly state the goods were received in good condition.

For Private Contract:

- 1 Contract or Purchase Order issued by the end-user; and
- 2 Certificates of Completion and/or End-User’s Acceptance or Sales Invoices with Official Receipts provided that same expressly state the goods are received in good condition.

CERTIFIED CORRECT:

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

\_\_\_\_\_  
*Position*

\_\_\_\_\_  
 Date

SAMPLE FORM D

**NET FINANCIAL CONTRACTING CAPACITY (NFCC)  
STATEMENT**

**CERTIFICATE OF NET FINANCIAL CONTRACTING CAPACITY  
(Please show figures at how you arrived at the NFCC)**

This is to certify that our **Net Financial Contracting Capacity (NFCC)** is **Philippine Pesos** \_\_\_\_\_ ( P \_\_\_\_\_ ) which is at least equal to the total ceiling price we are bidding.

The amount is computed as follows:

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

Where:

CA = Current Assets

CL = Current Liabilities

K = 15

C = value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started coinciding with the contract for this Project

Issued this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**CERTIFIED CORRECT:**

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

\_\_\_\_\_  
*Position*

\_\_\_\_\_  
*Date*

SAMPLE FORM E

**JOINT VENTURE AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS:

That this JOINT VENTURE AGREEMENT is entered into By and Between  
of legal  
age,

\_\_\_\_\_  
(Civil Status)  
owner/proprietor of \_\_\_\_\_  
and a resident of \_\_\_\_\_

-and-

\_\_\_\_\_  
of legal age, \_\_\_\_\_  
(Civil Status)  
owner/proprietor of \_\_\_\_\_  
and a resident of \_\_\_\_\_

THAT both parties agree to be jointly and severally liable for the entire agreement.

THAT both parties agree to join together their manpower, equipment, and what is needed to facilitate the Joint Venture to participate in the Eligibility, Bidding and Undertaking of the here-under stated project/s to be conducted by the Department of National Defense:

\_\_\_\_\_  
(Name of Project)

That both parties agree that \_\_\_\_\_ and/or \_\_\_\_\_, shall be the Official Representative of the Joint Venture, and is granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Joint Venture in the bidding as fully and effectively and the Joint Venture may do and if personally present with full power of substitution and revocation.

That this Joint Venture Agreement shall remain in effect only for the above stated Project/s until terminated by both parties.

Done this \_\_\_\_\_ day of \_\_\_\_\_, in \_\_\_\_\_.

\_\_\_\_\_  
(Name and Signature of JV Partner)

\_\_\_\_\_  
(Name and Signature of JV Partner)

SAMPLE FORM F1

**Form of Bid Security:  
BANK GUARANTEE**

**Bank Guarantee**

**No.** \_\_\_\_\_

Name of Bidder \_\_\_\_\_ . IAEB Number \_\_\_\_\_ . Page \_ of \_\_\_\_ .

WHEREAS, \_\_\_\_\_

*(Name of Bidder)*

(hereinafter called the "Bidder") has submitted his bid dated \_\_\_\_\_, for the \_\_\_\_\_, (hereinafter called the "Bid").  
*(Name of Project)*

KNOW ALL MEN by these presents that We

*[Name of Bank]*

of \_\_\_\_\_, having our registered office at \_\_\_\_\_  
*(Name of Country)*

\_\_\_\_\_, (hereinafter called the "Bank,") are bound unto  
*(Address of Bank)*

Department of National Defense (hereinafter called "the ENTITY"), in the sum of \_\_\_\_\_, for which payment well and truly to be made to the said ENTITY the Bank binds himself, his successor and assigns by these presents.

SEALED with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 2009.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws his Bid during the period of bid validity specified in the Form of Bid; or
2. If the Bidder does not accept the correction of arithmetical errors of his bid price in accordance with the Instructions to Bidder; or
3. If the Bidder having been notified of the acceptance of his bid by the Employer during the period of bid validity:
  - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
  - (b) fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders.

We undertake to pay to the ENTITY up to the above amount upon receipt of his first written demand, without the ENTITY having to substantiate his demand, provided that in his demand the ENTITY will note that the amount claimed by him is due to him owing to the occurrence of one or both of the two (2) conditions, specifying the occurred condition or conditions.

The GUARANTEE will remain in force up to and including the date ONE HUNDRED TWENTY (120) CALENDAR DAYS after the deadline for submission of Bids as such deadline is in the Instructions to Bidders or as it may be extended by the ENTITY, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE SIGNATURE OF THE BANK

WITNESS SEAL

(Signature, Name and Address)

SAMPLE FORM F2

**Form of Bid Security:  
IRREVOCABLE STANDBY LETTER OF CREDIT**

**Irrevocable  
Standby Letter of Credit**

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

Name of Bidder \_\_\_\_\_ IAEB Number \_\_\_\_\_. Page \_ of \_\_\_\_.

WHEREAS, \_\_\_\_\_  
(Name and Address of Bidder]

(hereinafter called the "Bidder") has submitted his bid dated \_\_\_\_\_, for  
the \_\_\_\_\_, (hereinafter called the "Bid").

(Name of Project]

KNOW ALL MEN by these presents that We, \_\_\_\_\_ of  
[Name of Bank]

\_\_\_\_\_, having our registered office at

\_\_\_\_\_  
(Name of Country]

\_\_\_\_\_, (hereinafter called the "Bank,") are bound unto  
(Address of Bank]

Department of National Defense (hereinafter called "the ENTITY"), in the sum of  
\_\_\_\_\_

\_\_\_\_\_, for which payment well  
and truly to be made to the said ENTITY the Bank binds himself, his successor and assigns by these  
presents.

SEALED with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 2009.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws his Bid during the period of bid validity specified in the Form of Bid; or
2. If the Bidder does not accept the correction of arithmetical errors of his bid price in accordance with the Instructions to Bidder; or
3. If the Bidder having been notified of the acceptance of his bid by the Employer during the period of bid validity:
  - a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
  - b) fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders.

We undertake to pay to the ENTITY up to the above amount upon receipt of his first written demand, without the ENTITY having to substantiate his demand, provided that in his demand the ENTITY will note that the amount claimed by him is due to him owing to the occurrence of one or both of the two (2) conditions, specifying the occurred condition or conditions.

The IRREVOCABLE STANDBY LETTER OF CREDIT will remain in force up to and including the date ONE HUNDRED TWENTY (120) CALENDAR DAYS after the deadline for submission of Bids as such deadline is in the Instructions to Bidders or as it may be extended by the ENTITY, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE

SIGNATURE OF THE BANK

WITNESS

SEAL

(Signature, Name and Address)

SAMPLE FORM F3

BID SECURING DECLARATION FORM

REPUBLIC OF THE PHILIPPINES)
CITY OF \_\_\_\_\_ ) S.S.

X-----X

BID SECURING DECLARATION
Invitation to Bid: [Insert Reference 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 contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
(a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
(b) I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;
(c) I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

[Insert NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE]
[Insert Signatory's Legal Capacity]
Affiant

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

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

NAME OF NOTARY PUBLIC
Serial No. of Commission \_\_\_\_\_
Notary Public for \_\_\_\_\_ until \_\_\_\_\_
Roll of Attorneys No. \_\_\_\_\_
PTR No. \_\_\_\_\_ [date issued], [place issued]
IBP No. \_\_\_\_\_ [date issued], [place issued]

Doc. No. \_\_\_\_\_
Page No. \_\_\_\_\_
Book No. \_\_\_\_\_



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

SAMPLE FORM FINANCIAL COMPONENT

## Bid Form

Date: \_\_\_\_\_  
 Invitation to Bid Nr: \_\_\_\_\_

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

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods]* in conformity with the said Bidding Documents for the sum of *[total Bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

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

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

We agree to abide by this Bid for the Bid Validity Period specified in **BDS** provision for **ITB Clause Error! Reference source not found.** and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:<sup>1</sup>

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____ (if none, state "None")	_____	_____

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

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

We certify/confirm that we comply with the eligibility requirements as per **ITB Clause Error! Reference source not found.** of the Bidding Documents.

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

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

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

<sup>1</sup> Applicable only if the Funding Source is the ADB, JBIC or WB.

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

SAMPLE FORM G1

**(Bidder's Company Letterhead)**

**Procurement of All Terrain Vehicles**

**Bid Ref. No.** \_\_\_\_\_

**Approved Budget Contract: Php 31,905,000.00**

**FINANCIAL BID FORM**

Description	Qty	ABC Price		Bidder's Proposal	
		U/P	Total Price	U/P	Total Price
<b>TOTAL BID PRICE</b>					
<b>Total Bid Price (Amount in Words):</b>					
<b>BIDDER'S UNDERTAKING</b>					
<p>I/We, the undersigned bidder, having examined the Bidding Documents including Bid Bulletins, as applicable, hereby OFFER to (supply/deliver/perform) the above-described items.</p> <p>I/We undertake, if our bid is accepted, to deliver the items in accordance with the terms and conditions contained in the bid documents, including the posting of the required performance security within ten (10) calendar days from receipt of Notice of Award.</p> <p>Until a formal contract/order confirmation is prepared and signed, this Bid is binding on us.</p>					

\_\_\_\_\_  
Name of Company (in print)

\_\_\_\_\_  
Signature of Company Representative

\_\_\_\_\_  
Name & Designation (in print)

\_\_\_\_\_  
Date

SAMPLE FORM G2

**For Goods Offered From Abroad**

Name of Bidder \_\_\_\_\_, Invitation to Bid<sup>2</sup> Number \_\_\_\_\_, Page \_\_\_\_\_ of \_\_\_\_.

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered At Place (DAP)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DAP (if DAP col. 4 x 7) (If DDP col. 4x8)
	All Terrain Vehicle		15 units					

Note: If the particular column is not applicable, indicate **N/A** only. Failure to comply will be grounds for disqualification.

CERTIFIED CORRECT:

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

\_\_\_\_\_  
Position

\_\_\_\_\_  
Date

<sup>2</sup> If ADB, JBIC and WB funded projects, use IFB.

SAMPLE FORM G3

**For Goods Offered From Within the Philippines**

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

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Cost of local labor, raw material, and component <sup>2</sup>	Total price EXW per item (cols. 4 x 5)	Unit prices per item final destination and unit price of other incidental services	Sales and other taxes payable per item if Contract is awarded	Total Price delivered Final Destination (col 8 + 9) x 4
	All Terrain Vehicle		15 units						

Note: If the particular column is not applicable, indicate **N/A** only. Failure to comply will be grounds for disqualification.

CERTIFIED CORRECT:

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

\_\_\_\_\_  
*Position*

\_\_\_\_\_  
*Date*

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

SAMPLE FORM H

## Omnibus Sworn Statement

REPUBLIC OF THE PHILIPPINES )  
 )S.S.  
CITY/MUNICIPALITY OF \_\_\_\_\_ )

### AFFIDAVIT

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

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

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

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

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

*If a sole proprietorship:* As the owner and sole proprietor of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to represent it in the bidding for [Name of the Project] of the [Name of the Procuring Entity];

*If a partnership, corporation, cooperative, or joint venture:* I am granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the [Name of Bidder] in the bidding as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate issued by the corporation or the members of the joint venture)];

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;

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

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

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

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

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

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

7. [Name of Bidder] complies with existing labor laws and standards; and
8. [Name of Bidder] is aware of and has undertaken the following responsibilities as a Bidder:
  - a) Carefully examine all of the Bidding Documents;
  - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
  - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the [Name of the Project]; and
9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

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

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

SUBSCRIBED AND SWORN before me this \_\_\_\_\_ day of \_\_\_\_\_, affiant exhibited to me his competent proof of identity, \_\_\_\_\_ issued by Office of the Government Corporate Counsel.

Doc.No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of 2019.

SAMPLE FORM I

[JURAT]

\* This form will not apply for WB funded projects.

Republic of the Philippines)  
City of \_\_\_\_\_ )

**SECRETARY'S CERTIFICATE**

I, \_\_\_\_\_, of legal age, Filipino, and \_\_\_\_\_ and Corporate Secretary of \_\_\_\_\_ the \_\_\_\_\_, with principal address at \_\_\_\_\_ do hereby certify that:

1. At the meeting of the Board of Directors of the Corporation duly convened and held on \_\_\_\_\_, at which quorum was present and acted throughout, the following resolution was approved:

**“ \_\_\_\_\_ Board Resolution No. \_\_\_\_\_ ”**

*“Resolved, as is it hereby resolved, to approve and confirm the authority of \_\_\_\_\_ ( “name of Corporation”) \_\_\_\_\_ to participate in the public bidding or any alternative modes of procurement allowed by law, for the \_\_\_\_\_ (State the project) \_\_\_\_\_, to be undertaken by the Department of National Defense.*

*Resolved further, to authorize \_\_\_\_\_ (name/s of the representative/s) \_\_\_\_\_, to represent the \_\_\_\_\_ (name of the corporation) \_\_\_\_\_ in the public bidding or any other modes of procurement as may be allowed by law, and to sign or execute any contract and deliver any and all documents and papers necessary or proper in relation thereto.”*

2. The above-quoted Board resolution is still valid and binding, and has not been revoked, amended or replaced.

3. This Certification is being issued to attest to the truth of the foregoing statements and for whatever purpose is may serve.

IN WITNESS WHEREOF, I hereby affix my signature this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_, Philippines.

\_\_\_\_\_  
Corporate Secretary

SUBSCRIBED AND SWORN before me this \_\_\_\_\_ day of \_\_\_\_\_, affiant exhibited to me his competent proof of identity, \_\_\_\_\_ issued by Office of the Government Corporate Counsel.

Doc.No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of 2019.



SAMPLE FORM J

**COMPANY HEADER**

**CERTIFICATION**

This is to certify that Company/Bidder's Name is the Original Equipment Manufacturer (OEM) .

Authorized Signatory

SAMPLE FORM K

**COMPANY HEADER**

**CERTIFICATION**

This is to certify that the item being offered is used by the Country of Origin Armed Forces OR used by the Armed Forces of at least two countries.

Authorized Signatory

SAMPLE FORM L

### Contract Agreement Form

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

## CHECKLIST OF REQUIREMENTS

### FIRST ENVELOPE – ELIGIBILITY/LEGAL/TECHNICAL COMPONENTS

ELIGIBILITY REQUIREMENTS									
<b>TAB</b>	<p><b>CLASS “A” LEGAL DOCUMENTS (OR EQUIVALENT FOR FOREIGN BIDDERS):</b></p> <p><b>Note: The Bidders shall submit their Eligibility Documents during the Receipt &amp; Opening of Bid Envelopes by the BAC.</b></p> <p><i>For foreign bidders, the equivalent document/s issued by the appropriate authority in the country of origin of the bidder concerned must be presented. If said document has no appropriate equivalent, a <b>Certificate of Inexistence of Appropriate Foreign Equivalent</b> may be submitted.</i></p> <p><i>Foreign Bidders should have a duly authorized <b>Local Representative</b> with appropriate <b>Licenses/Permits</b>. The local representative must have a valid and current written appointment/authority from the foreign bidder.</i></p>								
	<b>LEGAL DOCUMENT</b>								
<b>A</b>	<p>PhilGEPS Certificate of Registration (Platinum Membership)</p> <p>In lieu with the PHILGEPS Registration, the following shall be submitted;</p> <table border="1" style="width: 100%;"> <tr> <td style="text-align: center;">1</td> <td>Securities and Exchange Commission, for Corporation and Partnership Department of Trade and Industry (DTI), Certificate for Registration for sole proprietorship; or Cooperative Development Authority, Certificate for Registration for cooperatives</td> </tr> <tr> <td style="text-align: center;">2</td> <td>Current and valid Mayor’s Permit or Business Permit</td> </tr> <tr> <td style="text-align: center;">3</td> <td>Tax Clearance Certificate per Executive Order 398, Series of 2005.</td> </tr> <tr> <td style="text-align: center;">4</td> <td>Latest Audited Financial Statement</td> </tr> </table>	1	Securities and Exchange Commission, for Corporation and Partnership Department of Trade and Industry (DTI), Certificate for Registration for sole proprietorship; or Cooperative Development Authority, Certificate for Registration for cooperatives	2	Current and valid Mayor’s Permit or Business Permit	3	Tax Clearance Certificate per Executive Order 398, Series of 2005.	4	Latest Audited Financial Statement
1	Securities and Exchange Commission, for Corporation and Partnership Department of Trade and Industry (DTI), Certificate for Registration for sole proprietorship; or Cooperative Development Authority, Certificate for Registration for cooperatives								
2	Current and valid Mayor’s Permit or Business Permit								
3	Tax Clearance Certificate per Executive Order 398, Series of 2005.								
4	Latest Audited Financial Statement								
	<b>TECHNICAL DOCUMENTS:</b>								
<b>B</b>	<p>Duly signed statement of the prospective Bidder of <b>ALL</b> its <b>ongoing</b> government and private contracts, (Local and Foreign) including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid. <b>(Form Attached)</b></p>								

<p style="text-align: center;"><b>C</b></p>	<p>Duly signed statement of Completed Single Largest Contract of Similar Nature Within the last five (5) years from the date of the Receipt and Opening of Bid Envelope equivalent to at least 50% of the ABC of this Project or Statement of at Least Two (2) Similar Contracts, the Aggregate Contract Amounts should be Equivalent to at least 50% of the ABC. The largest of the similar contract should be at least Twenty Five percent (25%) of the ABC. <b>(Form Attached)</b></p> <p>Similar contract(s) must be supported by the following documents:</p> <p><u>For Government Contract:</u></p> <p>1 The Notices of Award or Notices to Proceed or Contract or Purchase Order issued by the end-user; and</p> <p>2 Certificate of Completion and/or Technical Inspection and Acceptance Committee (TIAC) report or Sales Invoices and Official Receipts provided that the same expressly state the goods were received in good condition.</p> <p><u>For Private Contract:</u></p> <p>1 Contract or Purchase Order issued by the end-user; and</p> <p>2 Certificates of Completion and/or End-User's Acceptance or Sales Invoices and Official Receipts provided that same expressly state the goods are received in good condition.</p> <p>The Statement shall be supported by copies of the following:</p> <p>1. Notice of Award or Notice to Proceed issued by the End user, or Copies of the contract or Purchase Order; and</p> <p>2. Certificate of Completion or End user's Acceptance or Proof of payment.</p> <p><b>Note: For this project, "similar contract or project" shall pertain only to supply and delivery of "four-wheeled land vehicle "</b></p> <p>The bidder may make a reservation under oath in a notarized document not to disclose the name of its client on the ground of an existing confidentiality agreement but must disclose the amount, status, and name of the project for purposes of validating the contents of the statement of single largest similar completed contract, subject to the full disclosure during post-qualification. In this connection, the bidder may keep the name of the client from the statement of single largest similar completed contract.</p>
	<p><b>FINANCIAL DOCUMENTS</b></p>
<p style="text-align: center;"><b>D</b></p>	<p>Duly signed computation of Net Financial Contracting Capacity (NFCC) <b>(Form Attached)</b></p> <p>or</p> <p>a bidder may submit a committed Line of Credit from a Universal or Commercial Bank in the Ph, in lieu of its NFCC computation.</p>
<p><b>CLASS "B" DOCUMENTS</b></p>	

E	<p>Valid Joint Venture Agreement (JVA), in case the joint venture is already in existence, or, duly notarized statements from all potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bids is successful; Failure to enter into a joint venture in the event of a contract award shall be ground for the forfeiture of the bid security. The JVA should be specific to the project including all supporting documents related thereto. In case JVA is not applicable, the bidder must submit a statement stating that JVA is not applicable in lieu of the foregoing.</p>
F	<p>Bid Securing Declaration, <b>OR</b> any form of Bid Security, in an amount not less than the required percentage of the ABC in accordance with the following schedule:</p> <ol style="list-style-type: none"> <li>4. Cash, or cashier's / manager's check issued by a Universal or Commercial Bank equivalent to two percent (2%) of the ABC; or</li> <li>5. Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank equivalent to two percent (2%) of the ABC; or</li> <li>6. Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security equivalent to five percent (5%) of the ABC.</li> </ol>
G	<p>Conformity with the Schedule of Requirements <b>(Form Attached)</b></p>
H	<p>Duly signed statement of Compliance to Technical Specifications <b>(Form Attached)</b> inclusive of manufacturer's brochures/literature of product being offered.</p> <p>In the column "Bidder's Compliance", the bidder must state either "comply" or "not comply" against each of the individual parameters of each specification corresponding to performance parameter. Statement of "comply" or "not comply" must be supported by evidence in a bidder's bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements or specification and compliance issued by the bidder, samples, independent test data, etc as appropriate.</p>
I	<p>Notarized <b>Omnibus Sworn Statement</b> (Original) in accordance with Section 25.2(a)(viii) and Section 25.3 of the 2016 Revised IRR of RA 9184, and using the form prescribed in Section VIII (Bidding Forms).</p>

J	Duly notarized Secretary's Certificate or Board Resolution or Special Power of Attorney of the authorized Representative of the Bidder.
K	Certificate from the Original Equipment Manufacturer (OEM) indicating the availability of spare parts within 10 years effective after Acceptance of the offered goods.
L	Availability/Presence of at least one (1) Service Center in the National Capital Region and one (1) in Mindanao. The Bidder will submit a duly signed certificate showing the following: Name(s) of Company Owned or Franchised Service Center with available technical personnel/spare parts, indicating address, telephone and fax numbers, email address and contact person. In the event of closure of business, termination of distributorship for the equipment, part and supplies, the distributor, trader/importer shall notify the Philippine Army according of the new service centers with telephone numbers and address who can provide the needed parts, supplies and service. For Post Qualification purposes, bidder must be prepared to submit applicable contract or document evidencing the ownership and / or franchise of the above service centers.
M	Current and valid ISO Certificate under the name of the manufacturer or any specific standards and codes in the Philippines 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.
N	Certificate that the bidder is the Original Equipment Manufacturer (OEM)
O	Manufacturer's Warranty Certificate for a minimum period of three (3) years or 100,000 kms whichever comes first.
P	Certificate indicating that the item being offered is used by the country of origin Armed Forces OR used by the Armed Forces of at least two countries
Q	Certificate from the Headquarters Armed Forces of the Philippines Procurement Service (HAFPPS) issued by PS3, that the Bidder is not <b>Blacklisted</b> , and has <b>No Overdue Delivery</b> , issued within one (1) month prior to the receipt and Opening of Bid Envelopes. <b>(Annex V-B)</b> .  <b>Note 1:</b> In case of Joint Venture, each JV partner shall submit the same certificate. <b>Note 2:</b> Over-due delivery shall mean undelivered or incomplete delivery of items after the due date of delivery or approved request for extension of delivery period.

**Note 1:** In the case of foreign bidders, the eligibility requirements may be substituted with the appropriate equivalent documents issued by the country of the bidder concerned. Should there be no equivalent eligibility documents issued in the country of a prospective foreign bidder, said bidder shall issue a certification to that effect.

**Note 2:** All documents executed and notarized abroad shall be authenticated by the appropriate Philippine foreign service establishment/ post.

### ***SECOND ENVELOPE - FINANCIAL COMPONENT***

<b>TAB</b>	<b>FINANCIAL INFORMATION</b>
<b>A</b>	Duly Signed Bid Form (form attached).
<b>B</b>	Duly Signed Price Schedules

### **POST QUALIFICATION ADDITIONAL REQUIREMENTS**

Within **five (5)** calendar days from receipt by the bidder of the notice from the SBAC that the bidder has the Lowest Calculated Bid, the bidder shall submit the following documentary requirements to the DNDBAC:

- a. Latest Income and Business Tax Returns in accordance with ITB Clause 29.2
- b. Certificate of PhilGEPS Registration (Platinum Membership).
- c. Certificate of Notarial Commission of the lawyer who notarized the documents submitted by the bidder.

Failure to submit the above requirements on time or a finding against the veracity of such shall be ground for the forfeiture of the bid security and disqualify the bidder for award.