Republic of the Philippines
Province of Pampanga
MUNICIPALITY OF STO. TOMAS

PHILIPPINE BIDDING DOCUMENTS

PROCUREMENT OF GOODS

First Edition
May 2025

Preface

This Philippine Bidding Documents (PBD) for the Government of the Philippines (GoP) for the procurement of Goods through *[Competitive Bidding, Limited Source Bidding, Competitive Dialogue,[1] or Unsolicited Offer with Bid Matching[2]]* have been prepared by the GoP for use by all branches, agencies, departments, bureaus, offices, or instrumentalities of the government, including government-owned and/or -controlled corporations (GOCC), government financial institutions (GFI), state universities and colleges (SUC), and local government units (LGU) and autonomous regional government use in projects that are financed in whole or in part by the GOP or any foreign government/foreign or international financing institution[3] in accordance with the provisions of the Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 12009.

The Bidding Documents shall clearly and adequately define, among others: (a) the objectives, scope, and expected outputs and/or results of the proposed contract; (b) the eligibility requirements of Bidders, such as track record to be determined by the Head of the Procuring Entity (HoPE); (c) the expected contract duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (d) the obligations, duties, and/or functions of the winning Bidder.

In order to simplify the preparation of the Bidding Documents for each procurement, the PBD groups the provisions that are intended to be used unchanged in Section II. Instructions to Bidders (ITB) and in Section IV. General Conditions of Contract (GCC). Data and provisions specific to each procurement and contract should be included in Section III. Bid Data Sheet (BDS); Section V. Special Conditions of Contract (SCC); Section VI. Schedule of Requirements; and Section VII. Technical Specifications. The forms to be used are provided in Section VIII. Philippine Bidding Document Related Forms.

Prudence must be exercised to check the relevance of the provisions of the PBD against the requirements of the specific Goods to be procured. In addition, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents, except for the notes introducing Section VIII. Philippine Bidding Document Related Forms where the information is useful for the Bidder. The following general directions should be observed when using the documents:

a) All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Project.

b) Specific details, such as the “name of the Procuring Entity” and “address for bid submission,” should be furnished in the ITB, BDS, and SCC. The final documents should contain neither blank spaces nor options.

c) This Preface and the footnotes or notes in italics included in the Invitation to Bid, BDS, SCC, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow. The Bidding Documents should not contain footnotes except Section VIII. Philippine Bidding Document Related Forms since these provide important guidance to Bidders.

d) The cover page should be modified as required to identify the Bidding Documents and date of issue.

e) The Project title page should be modified as required to identify the Project title and number, name and address of the Procuring Entity.

f) If modifications must be made to the bidding requirements, they can be presented in the BDS. Modifications for specific Project or Contract details should be provided in the SCC as amendments to the Conditions of Contract. For easy reference and completion, clauses from the PBD and SCC shall appear in bold type face on Section II. Instructions to Bidders and Section IV. General Conditions of Contract, respectively.

Republic of the Philippines
Province of Pampanga
Municipality of Sto. Tomas

PROCUREMENT OF GOODS

Procurement of One(1) Unit Mini Dump Truck for Barangay Sto. Niño Sapa, Sto. Tomas, Pampanga

TABLE OF CONTENTS

Glossary of Acronyms, Terms, and Abbreviations 6

Definition of Terms 8

Section I. Invitation to Bid 10

Section II. Instructions to Bidders 14

Section III. Bid Data Sheet 29

Section IV. General Conditions of Contract 32

Section V. Special Conditions of Contract 44

Section VI. Schedule of Requirements 50

Section VII. Technical Specifications 51

Section VIII. Philippine Bidding Document Related Forms 55

Section IX. Checklist of Technical and Financial Documents 56

Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

CDA - Cooperative Development Authority.

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

COS – Contract of Service.

CPI – Consumer Price Index.

DDP – Delivered Duty Paid.

DOLE – Department of Labor and Employment.

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – "Free Carrier" shipping point.

FOB – "Free on Board" shipping point.

GCC - General Conditions of Contract.

GFI – Government Financial Institution.

GOCC – Government-Owned and/or –Controlled Corporation.

GoP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

HoPE – Head of Procuring Entity.

INCOTERMS – International Commercial Terms.

IRR – Implementing Rules and Regulations of Republic Act No. 12009.

ITB – Instructions to Bidders.

JO – Job Order.

LCB- Lowest Calculated Bid.

LCRB – Lowest Calculated Responsive Bid.

LGUs – Local Government Units.

LoC – Letter of Credit.

MAB – Most Advantageous Bid.

MARB – Most Advantageous Responsive Bid.

MEARB – Most Economically Advantageous Responsive Bid.

MYCA – Multi-Year Contracting Authority.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

PSA – Philippine Statistics Authority.

RA No. – Republic Act Number.

SARB – Single Advantageous and Responsive Bid.

SCC - Special Conditions of Contract.

SCRB – Single Calculated and Responsive Bid.

SEARB – Single Economically Advantageous Responsive Bid.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

UN – United Nations.

Definition of Terms

Bid – a signed offer, proposal, or quotation submitted by a supplier, manufacturer, distributor, contractor, consultant, or service provider in response to the requirements of the Procuring Entity as stated in the Bidding Documents. (IRR, Section 5[c]).

Bidder – a supplier, manufacturer, distributor, contractor, consultant, and service provider, whether public or private, who submits a Bid in response to the requirements of the Procuring Entity as stated in the Bidding Documents. (IRR, Section 5[d]).

Bidding Documents – the documents issued by the Procuring Entity as the basis for Bids, furnishing all information necessary to prospective Bidder to prepare a Bid for the Goods, Infrastructure Projects, and Consulting Services required by the Procuring Entity. (IRR, Section 5[e]).

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

Contract Price - the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.

Effective Date of the Contract – the date indicated in the contract. However, the Supplier shall commence performance of its obligations only upon receipt of the Notice to Proceed.

Foreign-funded Procurement or Foreign-Assisted Project – refers to the acquisition of Goods, Consulting Services, and the contracting for Infrastructure Projects by the Government of the Philippines which are wholly or partly funded by foreign loans or grants pursuant to a Treaty or International or Executive Agreement.

Framework Agreement – is a procurement strategy which shall be in the nature of an option contract between the Procuring Entity and the Bidder that stipulates the terms and conditions to be applied in subsequent contracts for the procurement of Goods, Infrastructure Projects, and Consulting Services with a single or multiple contractor, manufacturer, supplier, distributor, consultant, and service provider to expand the pool of prospective Bidders, take advantage of economies of scale, minimize the administrative burden of conducting separate procurement activities, and generate time and money savings. (IRR, Section 16.2).

Goods – refer to (i) all items, supplies, and materials, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity; or (ii) general support services which pertain to all types of services except Consulting Services and Infrastructure Projects, such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services. Personnel Services or individual COS or JO engagements do not fall under this definition; (IRR, Section 5[n])

MARB – refers to the award criteria in the procurement of Goods where the considerations for the award of contract are the eligibility of the bidder, the responsiveness of its bid to the technical requirements, and the most advantageous bid in reference to the highest rated offer based on the quality component of the bid.

MEARB – refers to the award criteria in the procurement of Goods where the considerations for the award of contract are the eligibility of the bidder, and the responsiveness of its bid to the technical requirements, and the determination of the most economically advantageous bid in reference to the quality-price ratio allocated to the technical and financial components of the bid.

Online submission – pertains to the submission of the bid for Goods and the bid envelopes containing the technical and financial components of the bid through electronic means or through the electronic bidding facility of the PhilGEPS.

Project – refers to a specific or identified procurement covering Goods, Infrastructure Projects or Consulting Services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan.

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.

Supplier – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by its Bid. Supplier as used in these Bidding Documents may likewise refer to a manufacturer, distributor, contractor, or consultant, or service provider.

Verified Report - the report submitted by the Implementing Unit to the HoPE 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.

Section I. Invitation to Bid

Notes on the Invitation to Bid

The Invitation to Bid provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The Invitation to Bid shall be:

a) In line with the principle of transparency and competitiveness and to ensure the widest possible dissemination thereof, all invitations to bid shall be published continuously by the Procuring Entity for seven (7) calendar days on the PhilGEPS website, in any conspicuous place reserved for this purpose in the premises of the Procuring Entity, and in the website or social media platforms of the Procuring Entity, if available, or such other channels as may be authorized by the GPPB, and the website prescribed by the foreign government/foreign or international financing institution, if applicable.

b) For justifiable reasons, a Procuring Entity that cannot publish procurement opportunities on its website, social media platform, or such other channels authorized by the GPPB shall publish its Invitation to Bid, at least once, in a newspaper of general nationwide circulation;

Apart from the essential items listed in the Bidding Documents, the Invitation to Bid, should also indicate the following:

a) The availability of the Bidding Documents, which shall commence on the date the Invitation to Bid is first published and continue until the deadline for submission and receipt of bids;

b) The place where the Bidding Documents may be acquired or the website where it may be downloaded;

c) The deadline for the submission and receipt of bids from the last day of publication of the Invitation to Bid;

d) The procurement strategy/ies (e.g. Life Cycle Assessment and Life Cycle Cost Analysis, Subcontracting, Pooled Procurement); and

e) The bid award criterion/criteria (*e.g.*, the application of a margin of preference in bid evaluation).

The Invitation to Bid should be incorporated in the Bidding Documents. The information contained in the Invitation to Bid must conform to the Bidding Documents, particularly to the relevant information in the BDS.

INVITATION TO BID FOR *Procure of One(1) Unit Mini Dump Truck for Barangay Sto. Niño Sapa, Sto. Tomas, Pampanga*

1) The *Municipality of Sto. Tomas, as Procurement Agent for Barangay Sto. Niño Sapa* intends to apply the sum of ***One Million Eight Hundred Thousand Pesos (1,800,000.00)*** being the Approved Budget for the Contract (ABC) to payments under the contract for ***Procurement of One(1) Unit Mini Dump Truck for Barangay Sto. Niño Sapa, Sto. Tomas, Pampanga*** Bids received in excess of the ABC shall be automatically rejected at bid opening.

2) The *Municipality of Sto. Tomas as Procurement Agent for Barangay Sto. Niño Sapa* now invites bids for ***Procurement of One(1) Unit Mini Dump Truck for Barangay Sto. Niño Sapa, Sto. Tomas, Pampanga***. Delivery of the Goods is required ***Thirty Calendar Days (30)***. Bidders should have completed, at least *[insert relevant period]* from the date of submission and receipt of bids, contracts similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instructions to Bidders.

QUANTITY	UNIT	DESCRIPTION	COST
1	unit		1,800,000.00

SPECIFICATIONS		
ENGINE	Engine Model	Cummins ISF3.8s4T154
	Engine Type	4 Cylinders inline, water-cooling, CRDI, Turbocharger
	Displacement	3.76L
	Power Output	154Hp / 2600rpm
	Torque	500N.m / 1200~1900rpm
	Transmission	**6 speed Manual + 1 reverse**
SIZE	Volume	4cbm
	Wheelbase	3360mm
	Wheel Track (Front/Rear)	1730mm/1615mm

WEIGHT	Gross Vehicle Weight (GVW)	7495kg.
	Rated Payload	4155kg.
	Curb Weight	3814kg.
MAIN SPECIFICATION	Max Slope of Climb (%)	≥30
	Min. Turning Radius	7m
CHASSIS	Driving Type	6-wheeler
	Steering	Mechanical Circular Ball Power Steering
	Fuel Tank Capacity	120L Aluminum
	Tires/Wheels	215/75R17.5 (Tubeless) (Tubeless)
	Suspension (Front)	Longitudinal, Elliptical Leaf Spring, Non-Independent Suspension, with Auxiliary Leaf Spring, Leaf Spring / 6+7
	Suspension (Rear)	
BRAKE SYSTEM	Brake (Service Brake)	Air Brake, Drum Type
	Brake (Parking Brake)	Air-cutoff Brake
	Brake (Auxiliary Brake)	Engine Exhause Brake
ELECTRICAL SYSTEM	Electric Device (Rated Voltage)	24v
	Electric Device (Battery)	2
Other Features		Adjustable Steering Wheel, Brake Clearance Auto-Adjusting, Central Lock, Power Window, ABS, Air-Conditioning

3) Bidding will be conducted through competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the IRR of RA No. 12009.

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

4) Interested Bidders may obtain further information from *the Municipality of Sto. Tomas* and inspect the Bidding Documents at the address given below from *8:00 am to 5:00 pm.*

5) A complete set of Bidding Documents may be acquired by interested Bidders on ***November 19 - 30, 2026*** from the address given below *MPDC Office, 2nd Floor New Municipal Building, San Vicente, Sto. Tomas, Pampanga* upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of ***Five Thousand Pesos (5,000.00)***

6) Bids must be duly received by the Bids and Awards Committee (BAC) Secretariat through manual submission at the office address indicated below, Late bids shall not be accepted.

7) All Bids must be accompanied by a Bid Security in any of the acceptable forms and in the amount stated in ITB Clause 16.1.

8) Bid opening shall be on ***December 14, 2026*** *10:00 am* at *MPDC Office 2nd Floor New Municipal Building, San Vicente, Sto. Tomas, Pampanga.* Bids will be opened in the presence of the Bidders' representatives who choose to attend the activity.

9) The *Municipality of Sto. Tomas, Pampanga* 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 70 of R.A. No. 12009, without incurring any liability to the affected Bidder or Bidders.

10) For further information, please refer to:

ELIZA A. QUIAMBAO
Head BAC Secretariat
Municipal Planning and Development Office
2nd Floor New Municipal Building
San Vicente, Sto. Tomas, Pampanga
Contact No. 0915-002-2233
Email Address: elizaaquiambao@yahoo.com.ph

ENGR. GILBERT B. CRUZ
Municipal Engineer/BAC Chairman
Municipality of Sto. Tomas, Pampanga

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

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

This Section contains provisions that shall not be changed or modified. Any amendment shall be reflected on Section III. Bid Data Sheet which consists of provisions that supplement, amend, or specify in detail, information or requirements included in this Section.

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

TABLE OF CONTENTS

A. General **17**

1) Scope of Bid **17**

2) Source of Funds **17**

3) Corrupt, Fraudulent, Collusive, and Coercive Practices **17**

4) Conflict of Interest 18

5) Eligible Bidders **20**

6) Bidder's Responsibilities **21**

7) Origin of Goods **23**

8) Subcontracts **24**

B. **Contents of Bidding Documents** **24**

9) Pre-Bid Conference **24**

10) Clarification and Amendment of Bidding Documents **24**

C. Preparation of Bids **25**

11) Language of Bids **25**

12) Documents Comprising the Bid: Technical and Financial Components **25**

13) Bid Prices **27**

14) Bid Currencies **28**

15) Bid Validity **28**

16) Bid Security **29**

D. Submission and Opening of Bids **32**

E. Evaluation and Comparison of Bids **34**

F. Award of Contract **39**

1) General Terms **52**

2) Corrupt, Fraudulent, Collusive, and Coercive Practices **52**

3) Inspection and Audit by the Funding Source **52**

4) Governing Law and Language **52**

5) Notices **52**

6) Scope of Contract **53**

7) Subcontracting **53**

8) Procuring Entity's Responsibilities **54**

9) Prices **54**

10) Advance Payment **54**

11) Payment **55**

12) Taxes and Duties **56**
13) Performance Security **56**
14) Use of Contract Documents and Information **56**
15) Standards **57**
16) Inspection and Tests **57**
17) Warranty **57**
18) Delays in the Supplier's Performance **58**
19) Liquidated Damages **58**
20) Settlement of Disputes **59**
21) Liability of the Supplier **60**
22) Termination for Breach of Contract **60**
23) Termination Due to Force Majeure **60**
24) Termination for Convenience **61**
25) Termination for Unlawful Acts **61**
26) Procedures for Termination of Contracts **62**
27) Assignment of Rights **63**
28) Amendment to Order **63**
29) Application **63**

A. General

1) Scope of Bid

The Procuring Entity, **MUNICIPALITY OF STO. TOMAS AS PROCURING AGENT FOR BARANGAY STO. NIÑO SAPA** invites bids for the Project with Identification Number which shall be specified in the **BDS.**

The Procurement Project ***Procurement of One(1) Unit Mini Dump Truck for Barangay Sto. Niño Sapa, Sto. Tomas, Pampanga*** is composed of One Lot , the details of which are described in Section VII (Technical Specifications).

2) Source of Funds

2.1 The Municipality of Sto. Tomas, as Procurement Agent and Barangay Sto. Niño Sapa as the Procuring Entity, through the source of funding as indicated below for CY 2026 in the amount of *One Million Eight Hundred Thousand Pesos (1,800,000.00) Only.*

2.1. The source of funding is:

Proceeds of loan from Apung Monica De Minalin Multi-Purpose Cooperative

3) Corrupt, Fraudulent, Collusive, and Coercive Practices

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

4) Bidding Requirements

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

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

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

5) Eligible Bidders

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

5.2. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.

b. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.

c. For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding: the Bidder should comply with the following requirements: [*Select either failure or monopoly of bidding based on market research conducted*]

   i. 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 non-expendable supplies and services or twenty-five percent (25%) in the case of expendable supplies*] of the ABC for this Project; and

   ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.

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

6) Origin of Goods

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

7) Bidder's Responsibilities

7.1 The Bidder or its duly authorized representative shall submit an omnibus sworn statement, in the form prescribed in Section VIII. Philippine Bidding Document Related Forms, as required in ITB Clause 12.1(viii).

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

7.3 The Bidder was responsible for the following:

a) Took steps to carefully examine and ensure full understanding and comprehension of the Bidding Documents, its requirements, clauses, and provisions;

8) Subcontracts

The Procuring Entity has prescribed that:

a. Subcontracting is not allowed.

9) Pre-Bid Conference

The Pre-Bid Conference is on December 1, 2026 at the MPDC Office 2nd Floor New Municipal Building, San Vicente, Sto. Tomas, Pampanga

10) Clarification and Amendment of Bidding Documents

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

11) Clarification and Amendment of Bidding Documents

11.1 Prospective Bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such request must be in writing and submitted to the BAC of the Procuring Entity at the address or electronic mail indicated in

the **BDS** or through the electronic bidding facility of PhilGEPS, as may be applicable, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

12) Language of Bids

The eligibility requirements or statements, the bids, and all other documents to be submitted to the BAC must be 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. The Bidder shall cause the authentication of the translated documents and shall be authenticated by the appropriate Philippine foreign service establishment or 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.

However, for Contracting Parties to the Apostille Convention, the documents shall be authenticated through an apostille by the Competent Authority, as defined in Section 20.9.2 of [the] IRR, except for countries identified by the DFA that will still require legalization (red ribbon) by the relevant Embassy or Consulate.

13) Documents Comprising the Bid: Technical and Financial Components

1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.

3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.

14) Bid Prices

14.1 The Bidder shall accomplish the Price Schedule Form as prescribed by the Procuring Entity, which may include the following details:

a) For Goods offered from within the Philippines:

i) The price of the Goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable);

ii) The cost of all customs duties and sales and other taxes already paid or payable;

iii) The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and

iv) The price of other (incidental) services, if any, listed in the **BDS**.

b). For Goods offered from abroad:

v) Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted Delivery Duty Paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.

vi) The price of other (incidental) services, if any, listed in the **BDS**.

15. Bid and Payment Currencies

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

15.2 Payment of the contract price shall be made in:

a. Philippine Pesos.

16. Bid Security

16.1 The Bidder shall submit a Bid Securing Declaration[1] or any form of Bid Security in the amount indicated in the **Bid Data Sheet** (**BDS)**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

16.2 The Bid and bid security shall be valid until *120 days from date of Opening of Bids* Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

17. Format and Signing of Bids

17.1 Bidders shall submit their bids through their duly authorized representative using the appropriate forms provided in Section VIII. Philippine Bidding Document Related Forms on or before the deadline specified in ITB Clause 19 in two (2) separate sealed bid envelopes which shall be submitted simultaneously, whether through manual or online submission. The first shall contain the technical component of the bid, including the eligibility requirements under ITB Clause 12, and the second shall contain the financial component of the bid. This shall also be observed for each lot in the case of lot procurement.

17.2 Forms as mentioned in ITB Clause 17.1 must be completed without any alterations to their format. No substitute form shall be accepted.

17.3 Each and every page of the Bid Form, including the Price Schedule, under Section VIII hereof, shall be signed by the duly authorized representative/s of the Bidder. Failure to do so shall be a ground for the rejection of the bid.

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

18. Sealing and Marking of Bids

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

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

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

19. Deadline for Submission of Bids

Bids must be received by the Procuring Entity's BAC at the address indicated in the Invitation to bid**,** or through the e-bidding facility of the PhilGEPS on or before the date and time indicated in the **BDS.**

20. Late Bids

Bids, including the eligibility requirements, submitted after the deadline shall be rejected by the BAC. The BAC shall record in the Minutes of the Meeting the submission and opening of bids, the Bidder's name, its representative, and the time the late bid was submitted.

21. Modification and Withdrawal of Bids

21.1 Bidders may modify their bids before the deadline for the submission and receipt of bids.

A) For manual submission and receipt of bids, the Bidders shall not be allowed to retrieve their original bid but shall only be allowed to submit the bid modification by sending another bid, equally sealed, properly identified, linked to their original bid, marked as a "modification," thereof, 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.

21.2 Bidders may withdraw their bids in writing before the deadline for submission and receipt of bids. Withdrawal of bids after the applicable deadline shall be subject to appropriate sanctions as prescribed in the IRR.

Bidders may also express their intention not to participate in the bidding in writing, which should be received by the BAC before the deadline for submission and receipt of bids. Bidders that withdraw their bids shall no longer be allowed to submit another bid for the same contract, directly or indirectly.

21.3 No bid may be modified after the deadline for submission and receipt of bids. Further, no bid may be withdrawn in the interval between the deadline for submission and receipt of bids, and the expiration of bid validity specified by the Bidder in the Financial Bid Form. Withdrawal of bid during this interval shall result in the forfeiture of the Bidder's Bid Security pursuant to ITB Clause 16.5, and the imposition of administrative sanctions as prescribed by RA No. 12009, and without prejudice to the imposition of civil and criminal sanctions as provided under applicable laws.

21.4 Alternative Bids shall be rejected. For this purpose, Alternative Bid shall pertain to 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. A bid with options shall likewise be 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.

21.5 Each Bidder shall submit only one Bid, either individually or as a partner in a JV. Bidder who submits or participates in more than one bid (other than as a subcontractor if a subcontractor is permitted to participate in more than one bid) will cause all the proposals with the Bidder's participation to be disqualified. This shall be without prejudice to any applicable criminal, civil and administrative penalties that may be imposed upon the persons and entities concerned.

22. Opening and Preliminary Examination of Bids

22.1 The BAC shall open the bids in public, immediately after the deadline for submission and receipt of bids, as specified in the **BDS**. In case the Bids cannot be opened as scheduled due to justifiable reasons, the BAC shall take custody of the submitted Bids and reschedule the opening of Bids on the next working day or at the soonest possible time, through the issuance of a notice of postponement to be posted on the PhilGEPS website and the website of the Procuring Entity concerned.

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

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

23 Process to be Confidential

23.1 Members of the BAC, its staff and personnel, Secretariat, and TWG, as well as Observers, are prohibited from making or accepting any communication with any Bidder regarding the evaluation of their bids until the issuance of the Notice of Award, unless otherwise allowed in ITB Clause 24.

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

24. 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 that is not in response to the request of the Procuring Entity shall not be considered.

25. Domestic Preference

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

26. Detailed Evaluation and Comparison of Bids

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

26.2 If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.

26.3 The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

26.4 The Project shall be awarded as follows:

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

26.5 Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated

in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

27. Post-Qualification

Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, {*[Include if Framework Agreement will be used:]* or in the case of multi-year Framework Agreement, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant,}the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

28. Reservation Clause

28.1 Notwithstanding the eligibility or post-qualification of a Bidder and without incurring any liability, the HoPE or its duly authorized representative at any stage of the procurement, reserves the right to review its qualifications, reject any and all bids, declare a failure of bidding or not award the contract in the following situations:

b) 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.

c) 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 adversely affect its capability to undertake the Project so that it no longer meets the prescribed eligibility or bid evaluation criteria, the Procuring Entity shall consider the said Bidder as ineligible and disqualify it from participating further in the bidding process or being awarded the contract.

28.2 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:

d) 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 or influences or tends to influence the bidding process;

e) If the BAC is found to have failed in complying with the applicable law or

in following the prescribed bidding procedures; or

f) If there are any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the government, in instances where (i) 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 HoPE; (ii) the Project is no longer necessary as determined by the HoPE; and (iii) the source of funds for the Project has been withheld or reduced through no fault of the Procuring Entity.

29. Contract Award

29.1 Subject to ITB Clause 27, the HoPE or its duly authorized representative shall award the contract to the Bidder whose bid has been determined to be the LCRB, MEARB, MARB, SCRB, SEARB, or SARB, as the case may be.

29.2 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 duly received by the Bidder or its representative 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 LCRB, MEARB, MARB,

30. Signing of the Contract

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

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

30.3 The following documents shall form part of the contract:

A) Contract Agreement;

B) Bidding Documents;

C) Winning Bidder's bid, including the technical and financial proposals, and all other documents/statements submitted (*e.g.,* Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

D) Performance Security;

E) Notice of Award of Contract; and

F) Other contract documents that may be required by existing laws and/or specified in the **BDS**.

31. Performance Security

31.1 To guarantee the faithful performance of its obligations under the contract, the winning Bidder shall post a performance security prior to the signing of the contract. Furthermore, the successful Bidder shall be required to update the performance security posted before the issuance of an amendment to order if any.

31.2 Sectors enumerated under Section 76.1[9] of the IRR may be allowed to post a Performance Securing Declaration (PSD) as specified in the **BDS.**

32. Notice to Proceed

The Procuring Entity shall issue the Notice to Proceed to the winning Bidder not later than three (3) calendar days from the date of approval of the contract by the appropriate signatories. All notices called for by the terms of the contract shall be effective only at the time of receipt thereof by the successful Bidder.

33. Protest Mechanism

Decisions of the BAC in all stages of procurement may be protested to the HoPE in accordance with Section 83 of the IRR.

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

Section III is intended to assist the Procuring Entity in providing specific information relative to corresponding clauses in the ITB included in Section II, and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS the information and requirements relevant to the circumstances of the Procuring Entity; including the procurement processing details; the applicable rules regarding bid price and currency; and the bid evaluation criteria that will apply to the bids. In preparing Section III, the following aspects should be checked:

a) Information that specifies and complements provisions of Section II must be incorporated;

b) Amendments and/or supplements, if any, to provisions of Section II as necessitated by the circumstances of the specific procurement, must also be incorporated.

Bid Data Sheet

ITB Clause	
1.1	The Procuring Entity is the *Municipality of Sto. Tomas, Pampanga* The Project title is *Procurement of One(1) Unit Mini Dump Truck for Barangay Sto. Niño Sapa, Sto. Tomas, Pampanga* The identification number of the Contract is *26-11-028.*
2	The Funding Source is: Loan Proceeds from Apung Monica De Minalin Multi-Purpose Cooperative
3.1	No further instructions.
5.2	Foreign Bidders, except those falling under ITB Clause 5.2(b), may not participate in this Project.
5.4	The Bidder's SLCC similar to the contract to be bid should have been completed within *[state relevant period as provided in the Invitation to Bid]* prior to the deadline for the submission and receipt of bids.
7	No further instructions.
8	*"*Subcontracting is not allowed.*"*
14.1	The Bid prices for Goods supplied from outside of the Philippines shall be quoted in Philippine Peso.
15.1	Bids will be valid for *120* days from bid opening.
16.1	The Bid Security shall be in the form of a Bid Securing Declaration, and any of the following *[choose at least two (2)]:* 1) The amount of not less than *58,548.00*, if bid security is in cash. 2) The amount of not less than *58,548.00*, if bid security is in cashier's check. The amount of not less than *146,370.00* if bid security is Surety Bond.

16.3	In case of extension of bid validity and bid security validity period, Substitution of the bid security form is allowed. Bid Securing Declaration and the following forms may be used: *[choose at least two (2)]* a) Cash or Cashier's or Manager's Check issued by a Bank. b) Bank draft/guarantee or irrevocable Letter of Credit issued by a Bank: Provided, however, that it shall be confirmed or authenticated by a local Bank, if issued by a foreign bank.
25.7	No further instructions
26.5(a)	"Partial bid is not allowed. The goods are grouped in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award."
26.6	No further instructions.
31.3	The Performance Security shall be in the form: *[choose one from any of the following:]* 1) The amount of not less than 146,370.00, if performance security is in cash. 2) The amount of not less than 146,370.00, if performance security is in cashier's check. 3) The amount of not less than _____*[Insert 5% of ABC],* if performance security is in manager's check. 4) The amount of not less than _____*[Insert 5% of ABC]* if performance security is in bank draft. 5) The amount of not less than _____*[Insert 5% of ABC]* if performance security is in guarantee. 6) The amount of not less than _____[insert 5% of ABC] if performance security is irrevocable LoC. Or The amount of not less than 146,370.00 if performance security is Surety Bond.

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

For Procurement of Goods

1. Invitation to Bid;
2. Instruction to Bidders;
3. Bid Form, including all the documents/statements contained in the Bidder's bidding Envelopes, as annexes, and all other documents submitted (e.g., Bidder's response To request for clarifications on the bid), including corrections to the bid, if any, resulting From the Procuring Entity's bid evaluation;
4. Bid Data Sheet;
5. Schedule of Requirements;
6. Technical Specifications;
7. General and Special Conditions of Contract;
8. Supplemental Bid Bulletins, if any; and
9. Other contract documents that may be required by existing laws and/or the Entity.

1) General Terms

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

a) "The Procuring Entity" means the organization purchasing the Goods, as named in the **SCC**.

b) "The Supplier" means the individual contractor, manufacturer distributor, or firm supplying/manufacturing the Goods and Services under this Contract and named in the **SCC**.

c) The "Funding Source" means the organization named in the **SCC**.

d) "The Project Site," where applicable, means the place or places named in the **SCC**.

2) Corrupt, Fraudulent, Collusive, and Coercive Practices

Unless otherwise provided in the **SCC**, the Procuring Entity as well as the Bidders, Contractors, or Suppliers shall observe the highest standard of ethics during the procurement and execution of this Contract. Further the Funding Source, 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 ITB Clause 3.1(a).

3) Inspection and Audit by the Funding Source

The Supplier shall allow the Funding Source to inspect its accounts and records related to the performance of its obligations. If the Funding Source requires a separate audit, it shall appoint its auditor and bear the cost thereof.

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 or electronic mail, to such Party at the address specified in the **SCC**, which shall be effective when delivered and duly received, as may be applicable.

5.2 A Party may change its address upon notice pursuant to the provisions listed in the **SCC.**

6) Scope of Contract

6.1 The Goods 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) Procuring Entity's Responsibilities

7.1 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 may assist the Supplier in complying with such requirements in a timely and expeditious manner.

7.2 The Procuring Entity shall pay all costs involved in the performance of its responsibilities in accordance with the Scope of Contract.

8) Prices

8.1 For goods and services covered under this Contract, as awarded, all bid prices shall be deemed fixed and not subject to price escalation during contract implementation, except as otherwise provided in the succeeding provisions.

8.2 Prices charged by the Supplier for Goods delivered and/or services performed under this Contract shall not vary from the prices quoted by the Supplier in its bid, unless there is a change in price resulting from Amendment to Order issued in accordance with **GCC** Clause 28.

9) Advance Payment

9.1 For Goods sourced from within the Philippines, advance payments may be made as follows:

a) A single advance payment not to exceed fifty percent (50%) of the contract amount shall be allowed for contracts entered into by a procuring entity for the following services where the requirement of down payment is a standard industry practice: 1) hotel and restaurant services; 2) use of conference/seminar and exhibit areas; and 3) 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 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; and

c) Upon submission of an irrevocable Letter of Credit (LoC) or bank guarantee issued by local bank, advance payment not exceeding fifteen percent (15%) of the contract amount shall be allowed and paid to the Supplier within

sixty (60) calendar days from the signing of the contract. The irrevocable LoC or bank guarantee, which must be for an equivalent amount, shall remain valid until the goods are delivered, and accompanied by a claim for advance payment.

9.2 For Goods supplied from abroad, unless otherwise indicated in the **SCC**, the terms of payment shall be as follows:

a) Upon Contract Signing: Fifteen Percent (15%) of the Contract Price shall be paid within sixty (60) days from signing of the Contract and upon submission of a claim and a bank guarantee for the equivalent amount valid until the Goods are delivered and in the form provided in Section VIII. PBD Related Forms.

b) Upon Delivery: Sixty-five percent (65%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the SCC provision on Delivery and Documents.

c) Upon Acceptance: The remaining twenty percent (20%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the Procuring Entity's authorized representative. In the event that no inspection or acceptance certificate is issued by the Procuring Entity's authorized representative within forty five (45) days of the date shown on the delivery receipt, the Supplier shall have the right to claim payment of the remaining twenty percent (20%) subject to the Procuring Entity's own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the SCC provision on Delivery and Documents.

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

10) Payment

10.1 Payments shall be made only upon a certification by the HoPE that the Goods have been 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 the Contract.

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 rendered, 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 11.2, payments shall be made promptly by the Procuring Entity after submission of an invoice or claim by the Supplier. Payments shall be in accordance with the applicable accounting and auditing laws, rules and regulations.

10.4 Unless otherwise provided in the **SCC**, all payments to the Supplier under this Contract shall be in Philippine Peso;

10.5 Unless otherwise provided in the **SCC**, payments using LoC is allowed. For this purpose, the amount of provisional sum shall be indicated in the **SCC**. All charges for the opening of the LoC and/or incidental expenses thereto shall be for the account of the Supplier.

11) Taxes and Duties

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

12) Performance Security

12.1 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 Clauses 31.2 and 31.3.

12.2 The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the winning Bidder is in default in any of its obligations under the contract.

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

12.4 The performance security may be released by the Procuring Entity and returned to the Supplier after the issuance of the Certificate of Final 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 Supplier has no pending claims for labor and materials filed against it; and

c) Other terms specified in the **SCC**.

12.5 The Procuring Entity shall allow a proportional reduction in the original performance security in case of a reduction in contract value, 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.

13) Use of Contract Documents and Information

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

13.2 Other than this Contract, any document enumerated in **GCC** Clause 14.1 shall remain the property of the Procuring Entity. All copies shall be returned to the Procuring Entity upon completion of the Supplier's performance under this Contract, if so required by the Procuring Entity.

14) Standards

The Goods provided under this Contract shall conform to the standards mentioned in the Section VII. Technical Specifications. When no applicable standard is mentioned, the Goods shall comply with the latest authoritative standards appropriate to its country of origin.

15) Inspection and Tests

15.1 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, other than that specified under Item 16.3 below. The **SCC** and Section VII. Technical Specifications shall specify what inspections and/or tests the Procuring Entity requires and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

15.2 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 cost to the Procuring Entity. The Supplier shall provide the Procuring Entity with the results of such inspections and tests.

15.3 The Procuring Entity or its designated representative shall be allowed 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.

15.4 The Procuring Entity shall reject the 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. Upon giving due notice to the Supplier pursuant to **GCC** Clause 5, the test and/or inspection may be repeated by the Procuring Entity, at no additional cost.

15.5 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 to the said test and/or inspection, shall release the Supplier from any warranties or other obligations under this Contract.

16) Warranty

16.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and with all recent improvements in design and materials, except when the technical specifications required by the Procuring Entity provides otherwise.

16.2 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.

16.3 To ensure correction of manufacturing defects, the Supplier shall be required to provide a warranty for a minimum period specified in the **SCC**. At the option of the Procuring Entity, the obligation for the warranty shall be covered by:

a) Retention money in an amount equivalent to at least one percent (1%) but not to exceed five (5%) of every progress payment; or

b) Special bank guarantee equivalent to at least one percent (1%) but not to exceed five (5%) of the total Contract Price; or

c) Other such amount, if so specified in the **SCC**.

16.4 The said amounts shall only be released by the Procuring Entity after the lapse of the warranty period as specified in the **SCC**, or in case of Expendable Supplies, after the consumption thereof; Provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.

16.5 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under the warranty. Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC**, repair or replace the defective Goods or parts thereof, at the soonest possible time, without cost to the Procuring Entity.

16.6 If the Supplier, after having been notified on the warranty claim, fails to remedy the defect(s) within the period specified in **GCC** Clause 17.5, 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 other applicable laws.

17) Delays in the Supplier's Performance

17.1 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.

17.2 If at any time during the performance of this Contract, the Supplier encounters conditions that may impede the 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 23, the Procuring Entity shall evaluate the situation and, if warranted, extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of Contract.

17.3 Except as provided under **GCC** Clause 23, any delay by the Supplier in the performance of its obligations shall render it liable to the imposition of liquidated damages pursuant to **GCC** Clause 19, unless an extension of time is agreed upon pursuant to **GCC** Clause 28.

18) Liquidated Damages

18.1 When the Supplier fails to satisfactorily deliver the Goods under the contract within the specified delivery schedule, inclusive of duly granted time extensions, if any, the Supplier, manufacturer, or distributor shall be liable for liquidated damages in an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed

goods scheduled for delivery for every day of delay until such goods are finally delivered and accepted by the Procuring Entity.

18.2 The Procuring Entity need not prove that it has incurred actual damages to be entitled to liquidated damages. Such amount shall be deducted from any money due, or which may become due the supplier, manufacturer, or distributor, or collected from any securities or warranties posted by the supplier, manufacturer, or distributor, whichever is convenient to the Procuring Entity. In case the total sum of liquidated damages reaches ten percent (10%) of the total contract price, the Procuring Entity may rescind the contract and impose appropriate sanctions over and above the liquidated damages to be paid.

18.3 If delays are likely to be incurred beyond its control, the supplier, manufacturer, or distributor shall promptly notify the Procuring Entity in writing, providing details of the causes and duration of the expected delay. The Procuring Entity may, at its discretion, grant a time extension based on meritorious grounds, with or without the imposition of liquidated damages.

19) Settlement of Disputes

19.1 Any dispute arising from the implementation of a contract covered by the Act and the IRR shall primarily be resolved and settled amicably by mutual consultation or agreement.

19.2 In case of failure to settle dispute amicably, the parties may mutually agree in writing to resort to other modes of alternative dispute resolution (ADR) to promote efficiency in the procurement process. Accordingly, they are encouraged to select the most expeditious mode of ADR available.

If arbitration is chosen as the ADR method, this shall be incorporated as a provision in the contract and referred to the Arbitrator specified in the **SCC.**

19.3 In case of disagreement or after exhausting the remedies provided in the preceding Section, the dispute may be submitted to arbitration or other forms of alternative dispute resolution which includes mediation, conciliation, early neutral evaluation, mini-trial, or any combination thereof in accordance with the provisions of RA No. 9285, otherwise known as the “Alternative Dispute Resolution Act of 2004.”

19.4 Should the Parties fail to resolve their dispute or difference by such mutual consultation or agreement after thirty (30) days, either the Procuring Entity or the Supplier may signify its intention to commence arbitration by giving notice to the Other Party, 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.

19.5 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.

19.6 Notwithstanding any reference to arbitration herein, the Parties shall continue to perform their respective obligations under the Contract unless otherwise agreed upon in writing.

20) Liability of the Supplier

20.1 The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines, subject to additional provisions, if any, set forth in the **SCC**.

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

21) Termination for Breach of Contract

The Procuring Entity may terminate for breach of contract when 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, consistent with the provision of this IRR on liquidated damages. The Procuring Entity may likewise impose appropriate sanctions therein.

22) Termination for Convenience

22.1 The Procuring Entity, through a written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time, if it has determined the existence of any of the following conditions that make contract implementation economically, financially, or technically impractical or unnecessary:

a) When physical and economic conditions have significantly changed so as to render the project no longer economically, financially, or technically feasible, as determined by the HoPE;

b) When the HoPE has determined the existence of conditions that make project implementation impractical or unnecessary, such as, but not limited to, fortuitous event/s, changes in laws and government policies;

c) When funding for the Project has been withheld or reduced by higher authorities through no fault of the Procuring Entity; or

d) Any circumstance analogous to the foregoing.

22.2 The Goods that have been performed or are ready to be delivered or performed within twenty (20) calendar days after the Supplier's receipt of Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices thereof. For Goods not yet delivered, performed and/or ready to be delivered or performed, the Procuring Entity may elect:

a) To have any portion delivered and/or performed and paid at the contract terms and prices thereof; 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.

23) Termination for Unlawful Acts

23.1 The Procuring Entity may terminate this Contract in case it is determined *prima facie* that the Supplier, including any joint venture partner therein, 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, collusive, and coercive practices as defined in ITB Clause 3.1;

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.

24) Procedures for Termination of Contracts

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

a) **Verification** - Upon receipt of a written report of acts or causes which may constitute grounds for termination as aforementioned, or upon its own initiative, the End-User or Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such grounds and cause the execution of a Verified Report, with all relevant evidence attached.

b) **Notice to Terminate** - Upon recommendation by the End-User or Implementing Unit, the HoPE shall terminate contracts only by written notice to the supplier conveying the termination of the contract. The notice shall state:

i) That the contract is being terminated for any of the grounds aforementioned, and a statement of the acts that constitute the grounds 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 the contract should not be terminated; and

iv) Special instructions of the Procuring Entity, if any.

The Notice to Terminate shall be accompanied by a copy of the Verified Report.

c) **Show Cause** - Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the HoPE a verified position paper stating why the 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 HoPE shall issue an order terminating the contract.

d) **Rescission of Notice of Termination** - The Procuring Entity may, at any time before receipt of the Supplier's verified position paper, 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.

e) **Decision** - Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the HoPE shall decide whether or not to terminate the contract. It shall serve a a written notice to the Supplier of its decision and, unless otherwise provided, the contract is deemed terminated from receipt of the Supplier of the notice of the decision. The termination shall only be based on the grounds stated in the Notice to Terminate.

f) **Contract Termination Review Committee (CTRC)** - The HoPE may create a committee to assist in the discharge of its functions under the IRR. All decisions recommended by the CTRC shall be subject to the approval of the HoPE.

g) **Take-over of Contracts -** If a Procuring Entity terminates the contract due to default, insolvency, or for a cause, it may enter into a Negotiated Procurement (Take-over of Contracts) pursuant to Section 35(c) of the IRR.

h) **Procuring Entity's Options in Termination for Convenience in Contracts for Goods** - The Goods that have been performed or are ready for delivery 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 or ready for delivery, the Procuring Entity may elect:

i) To have any portion delivered or performed and paid at the contract terms and prices; or

ii) To cancel the remainder and pay to the supplier an agreed amount for partially completed or performed goods and for materials and parts previously procured by the supplier.

25) Assignment of Rights

The Supplier shall not assign its rights or obligations under this Contract, in whole or in part, except upon prior written consent of the Procuring Entity.

26) Amendment to Order

No variation in or modification of the terms of this Contract shall be made except by written amendment signed by the parties in accordance with the provisions on Amendment to Order, subject to applicable laws, rules and regulations.

27) Application

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

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

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

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

a) Information that complements provisions of Section IV must be incorporated.

b) Amendments and/or supplements to provisions of Section IV, as necessitated by the circumstances of the specific purchase, must also be incorporated.

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

Special Conditions of Contract

GCC Clause	
1(a)	The Procuring Entity is *the Municipality of Sto. Tomas, Pampanga as Procurement Agent for Barangay Sto. Niño Sapa*
1(b)	The Supplier is *[to be inserted at the time of contract award].*
1(c)	The Funding Source is: Loan Proceeds from Apung Monica De Minalin Multi-Purpose Cooperative
2	No further instructions.
5.2	No further instructions.
6.2	**Delivery and Documents** For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows: *For Goods Supplied from Abroad, state "*The delivery terms applicable to the Contract are DDP delivered *[insert place of destination].* In accordance with INCOTERMS." (DAP) *For Goods Supplied from Within the Philippines, state "*The delivery terms applicable to this Contract are delivered *[insert place of destination].* 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 original documents to the Procuring Entity: i) Supplier's invoice showing Goods' description, quantity, unit price, and total amount; ii) Delivery receipt/note, railway receipt, or truck receipt; iii) Supplier's factory inspection report; iv) Manufacturer's and/or Supplier's warranty certificate; v) Certificate of origin (for imported Goods); vi) Delivery receipt detailing number and description of items received signed by the authorized receiving personnel; vii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site; and viii) Four copies of the Invoice Receipt for Property signed by the Procuring Entity's representative at the Project Site. **Incidental Services** The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: *[Select appropriate requirements and delete the rest.]* a) performance or supervision of onsite 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; and e) training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods. 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

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

[Select appropriate requirements and delete the rest]

a) such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and

b) in the event of termination of production of the spare parts:

   i) advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and

   ii) following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

The spare parts required are listed in Section VI. Schedule of Requirements and the cost thereof are included in the Contract Price

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods for a period of *[insert here the time period specified. If not used insert time period of three times the warranty period]*.

Other spare parts and components shall be supplied as promptly as possible, but in any case within *[insert appropriate time period]* months of placing the order.

Packaging

The Supplier shall meet packaging standards for Goods in accordance with existing laws and regulations, and as indicated in this Contract to prevent damage or deterioration during transit to their final destination.

The packaging shall be durable enough to withstand rough handling, exposure to extreme temperatures, salt, precipitation, open storage, and other extreme conditions during transit. Packaging case sizes and weights shall consider the remoteness of the Goods' final destination and the potential absence of heavy handling facilities at all transit points.

The packaging, labeling, and documentation within and outside the packages shall comply strictly with special requirements as shall be expressly provided for in this Contract, including additional requirements, specified below, and in any subsequent instructions ordered by the Procuring Entity.

	The outer packaging must be clearly marked on at least four (4) sides as follows: Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant Hazardous Chemical classifications A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging, if practical. Otherwise, the packaging list is to be placed outside the secondary packaging. **Insurance** The Supplier shall fully insure the Goods supplied under this Contract in a currency, local or tradeable and accepted by the *Bangko Sentral ng Pilipinas* against loss or damage incidental to manufacture, acquisition, transportation, storage, and delivery. The risk and ownership of the Goods remain with the Supplier until their final acceptance by the Procuring Entity, unless otherwise specified in this Contract. **Transportation** The Supplier shall arrange and pay for the delivery of the Goods, with the cost included in the Contract Price. When required under this Contract to deliver the Goods CIF, CIP, or DDP, the Supplier shall ensure the transport of the Goods to the port of destination or any other specified place of destination in the Philippines, as indicated in this Contract. The Supplier shall arrange for transport, insurance, and storage to the specified destination with the related costs included in the Contract Price. When required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site. The Goods must be transported using carriers registered in the Philippines when the Supplier is required under this Contract to deliver the Goods CIF (Cost, Insurance, and Freight), CIP (Carriage and Insurance Paid To), or DDP (Delivered Duty Paid). If no Philippine-registered carrier is available, the Goods may be shipped using a non-Philippine carrier, provided the Supplier obtains and presents certification from the nearest Philippine consulate at the port of dispatch. If Philippine-registered carriers are available but their

	schedules would impede timely delivery or cause delays in the Supplier's performance of this Contract, the period of delay from when the Goods were first ready for shipment to the actual date of shipment will be considered *force majeure* in accordance with **GCC** Clause 23. The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP Deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers, risk and ownership will not be deemed transferred to the Procuring Entity until their receipt and final acceptance at the final destination. **Patent Rights** The Supplier shall indemnify the Procuring Entity against all third- party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.
17.4	No further instructions.
17.5	No further instructions.
20.2	*State here the mode of arbitration that will be resorted, otherwise state*, "Not applicable."
21.1	No further instructions.

Section VI. Schedule of Requirements

The delivery schedule, expressed in weeks or months, indicates the required delivery date which shall be understood as the date the Goods are to be delivered within 20 calendar days upon receiving the Notice to Proceed.

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

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

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

Prudence must be exercised in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable.

The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications:

Sample Clause: Equivalency of Standards and Codes

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

Reference to brand name shall not be allowed except for reasons of technical compatibility, interoperability, servicing, maintenance, or preservation of supplier warranty in order to keep the performance, functionality, and useful life of the equipment, in which case, the Procuring Entity shall indicate the reasons or justifications for availing of the exception as

part of the Technical Specifications, Scope of Work, or Terms of Reference, as the case may be.

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

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

Technical Specifications

QUANTITY	UNIT	DESCRIPTION	COST
1	unit		1,800,000.00

SPECIFICATIONS		
ENGINE	Engine Model	Cummins ISF3.8s4T154
	Engine Type	4 Cylinders inline, water-cooling, CRDI, Turbocharger
	Displacement	3.76L
	Power Output	154Hp / 2600rpm
	Torque	500N.m / 1200~1900rpm
	Transmission	**6 speed Manual + 1 reverse**
SIZE	Volume	4cbm
	Wheelbase	3360mm
	Wheel Track (Front/Rear)	1730mm/1615mm
WEIGHT	Gross Vehicle Weight (GVW)	7495kg.
	Rated Payload	4155kg.
	Curb Weight	3814kg.
MAIN SPECIFICATION	Max Slope of Climb (%)	≥30
	Min. Turning Radius	7m
CHASSIS	Driving Type	6-wheeler
	Steering	Mechanical Circular Ball Power Steering
	Fuel Tank Capacity	120L Aluminum
	Tires/Wheels	215/75R17.5 (Tubeless) (Tubeless)
	Suspension (Front)	Longitudinal, Elliptical Leaf Spring, Non-Independent Suspension, with Auxiliary Leaf Spring, Leaf Spring / 6+7
	Suspension (Rear)	
BRAKE SYSTEM	Brake (Service Brake)	Air Brake, Drum Type
	Brake (Parking Brake)	Air-cutoff Brake

	Brake (Auxiliary Brake)	Engine Exhause Brake
ELECTRICAL SYSTEM	Electric Device (Rated Voltage)	24v
	Electric Device (Battery)	2
Other Features		Adjustable Steering Wheel, Brake Clearance Auto-Adjusting, Central Lock, Power Window, ABS, Air-Conditioning

Section VIII. Philippine Bidding Document Related Forms

Notes to the Philippine Bidding Document Related Forms

The Bidder shall complete and submit with its Bid the **Bid Form** and **Price Schedules** in accordance with ITB Clause 13 with the requirements of the Bidding Documents and the format set out in this Section.

When requested in the BDS, the Bidder should provide the **Bid Security**, either in the form included hereafter or in another form acceptable to the Procuring Entity, pursuant to ITB Clause 16.

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

The **Omnibus Sworn Statement** must be completed by all Bidders in accordance with ITB Clause 4.2. Failure to submit it with the Bid shall result in the rejection of the Bid and the Bidder's disqualification.

The **Performance Securing Declaration, if allowed and Bank Guarantee Form for Advance Payment** shall be completed only by the successful Bidder in accordance with one of the forms indicated herein by the Procuring Entity, and pursuant to **GCC** Clause 13 and its corresponding SCC provision.

Section IX. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

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

a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or

b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

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

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
or

☐ (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,
and

☐ (c) Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
and

☐ (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

☐ (e) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**

☐ (f) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**

☐ (g) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
or
Original copy of Notarized Bid Securing Declaration; **and**

☐ (h) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**

☐ (i) Original duly signed Omnibus Sworn Statement (OSS);
and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

☐ (j) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**

☐ (k) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);
or
A committed Line of Credit from a Universal or Commercial Bank in lieu of

its NFCC computation.

Class "B" Documents

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

or

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


Republic of the Philippines
gppb
Government Procurement Policy Board