

Republic of the Philippines **PROVINCE OF LAUNION**City of San Fernando



Periodic Maintenance Services of PGLU Transportation Equipment Framework Agreement (EPA)

ITB No. 2025-01-22

Table of Contents

Glossa	ry of Acronyms, Terms, and Abbreviations	4
Section	n I. Invitation to Bid	7
Section	n II. Instructions to Bidders	10
1.	Scope of Bid	11
2.	Funding Information	11
3.	Bidding Requirements	11
4.	Corrupt, Fraudulent, Collusive, and Coercive Practices	11
5.	Eligible Bidders	11
6.	Origin of Goods	12
7.	Subcontracts	12
8.	Pre-Bid Conference	12
9.	Clarification and Amendment of Bidding Documents	12
10.	Documents comprising the Bid: Eligibility and Technical Components	12
11.	Documents comprising the Bid: Financial Component	13
12.	Bid Prices	13
13.	Bid and Payment Currencies	14
14.	Bid Security	14
15.	Sealing and Marking of Bids	15
16.	Deadline for Submission of Bids	15
17.	Opening and Preliminary Examination of Bids	15
18.	Domestic Preference	15
19.	Detailed Evaluation and Comparison of Bids	16
20.	Post-Qualification	16
21.	Signing of the Contract	17
Section	n III. Bid Data Sheet	18
Section	n IV. General Conditions of Contract	25
1.	Scope of Contract	26
2.	Advance Payment and Terms of Payment	26
3.	Performance Security	26
4.	Inspection and Tests	26
5.	Warranty	27
6.	Liability of the Supplier	27
Section	n V. Special Conditions of Contract	28
Section	n VI. Framework Agreement List	31
Section	n VII. Technical Specifications	35
Section	n VIII. Checklist of Technical and Financial Documents	41
Section	n IX. Forms	44

Bid Form	45
Price Schedule	47
BID SECURING DECLARATION	56
Omnibus Sworn Statement	57
PERFORMANCE SECURING DECLARATION	60
FINANCIAL DOCUMENTS FOR ELIGIBILITY CHECK	61
STATEMENT OF ALL ONGOING GOVERNMENT AND PRIVATE CONTRACTS	62
STATEMENT IDENTIFYING BIDDER'S SINGLE LARGEST CONTRACT	
COMPLETED WITHIN THE YEAR 2019	63
SEALING AND MARKING OF BID ENVELOPES	64

Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW - Ex works.

FCA – "Free Carrier" shipping point.

FOB – "Free on Board" shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid



Republic of the Philippines PROVINCE OF LAUNION City of San Fernando



Invitation to Bid for the Periodic Maintenance Services of PGLU Transportation Equipment

- 1. The **Provincial Government of La Union (PGLU)**, using a single-year Framework Agreement, through the **PGLU Annual Budget CY 2025 (General Fund)** intends to apply the sum of **Two Million Nine Hundred Seventy-Eight Thousand Four Hundred One Pesos (₱ 2,978,401.00)** being the ABC to payments under the contract. Bids received in excess of the ABC shall be automatically rejected.
- 2. The **PGLU** now invites bids for the Periodic Maintenance Services of PGLU Transportation Equipment. Delivery of the Goods shall be in accordance with the delivery schedule under Section VI. Bidders should have completed, within three (3) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
- 3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
 - Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
- 4. Prospective Bidders may obtain further information from the PGLU and inspect the Bidding Documents at the address given below during the following office hours:

	0	\mathcal{E}	
8:00 AM to 4:30 PM		Monday to Thursday	
8:00 AM to 12:00NN	1	Friday	

- 5. A complete set of Bidding Documents may be acquired by interested Bidders on **February 12** − **March 4, 2025** from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Five Thousand Pesos** (₱ **5,000.00**). The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person.
- 6. The PGLU will hold a Pre-Bid Conference on February 20, 2025 at 10:00 a.m. at the BAC Conference Room, Provincial Capitol, City of San Fernando, Province of La Union, which shall be open to prospective bidders.

- 7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **March 4**, **2025 at 9:59 a.m**. Late bids shall not be accepted.
- 8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
- 9. Bid opening shall be on **March 4, 2025 at 10:00 AM** at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend at the address below. Late bids shall not be accepted.
- 10. The **PGLU** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
- 11. For further information, please refer to:

PGLU-BAC Secretariat
BAC Office, Provincial Capitol, Brgy. II
City of San Fernando, Province of La Union
Email Add: philgeps_baclu@yahoo.com
Telefax No. (072) 242-5550-loc 249

12. You may visit the following websites:

For downloading of Bidding Documents: https://launion.gov.ph/goods-and-services/

February 12, 2025

ENGR. RESSIE A. ESTRELLA
Chairperson, Bids and Awards
Committee (BAC)

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, Provincial Government of La Union wishes to receive Bids for the **Periodic Maintenance Services of PGLU Transportation Equipment**, with identification number **ITB No. 2025-01-22**.

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

2. Funding Information

- a. The GOP through the source of funding as indicated below for 2025 in the amount of **Two Million Nine Hundred Seventy-Eight Thousand Four Hundred One Pesos** (₱2,978,401.00).
- b. The source of funding is: LGUs, the proposed Local Expenditure Program

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.

- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
 - a. For procurement of Non-expendable Supplies and Services where the Procuring Entity has determined, after the conduct of market research, that imposition of at least fifty percent (50%) of the ABC 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:
 - i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least *fifty percent* (50%) 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.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

7.1. The Procuring Entity has prescribed that Subcontracting is not allowed.

8. Pre-Bid Conference

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

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII** (Checklist of Technical and Financial **Documents**).

- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within **six** (6) **years** prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII** (Checklist of Technical and Financial Documents).
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in the BDS.
 - b. For Goods offered from abroad:

- i. Unless otherwise stated in the BDS, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the BDS. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
- ii. The price of other (incidental) services, if any, as listed in **Section VII. Technical Specifications**.
- 12.2 For Framework Agreement, the following should also apply in addition to Clause 12.1:
 - a. For a single year Framework Agreement, the prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.
 - b. For a multi-year Framework Agreement, the prices quoted by the Bidder during submission of eligibility documents shall be the ceiling and the price quoted during mini- competition must not exceed the initial price offer. The price quoted during call for mini- competition shall be fixed during the Bidder's performance of that Call-off and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.

13. Bid and Payment Currencies

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid for 120 days. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

Each Bidder shall submit two (2) copies of the first and second components of its Bid.

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

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

16. Deadline for Submission of Bids

- 16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.
- 16.2. For multi-year Framework Agreement, the submission of bids shall be for the initial evaluation of their technical and financial eligibility. Thereafter, those declared eligible during the said initial eligibility evaluation and entered into a Framework Agreement with the Procuring Entity shall submit anew their best financial offer at the address and on or before the date and time indicated in the Call for each mini-competition.

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

- 18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.
- 18.2. For multi-year Framework Agreement, determination of margin of preference shall be conducted every call for Mini-Competition.

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring Entity's Bids and Awards Committee shall immediately conduct a detailed evaluation of all Bids rated "passed," using non-discretionary pass/fail criteria. The Bids and Awards Committee shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
 - a. In the case of single-year Framework Agreement, the Lowest Calculated Bid shall be determined outright after the detailed evaluation;
 - b. For multi-year Framework Agreement, the determination of the eligibility and the compliance of bidders with the technical and financial aspects of the projects shall be initially made by the BAC, in accordance with Item 7.4.2 of the Guidelines on the Use of Framework Agreement.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in Section VII. Technical Specifications, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project may be awarded as follows:
 - Option 1 One Project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

20.1 For multi-year Framework Agreement, all bidders initially determined to be eligible and financially compliant shall be subject to initial post-qualification. The BAC shall then recommend the execution of a Framework Agreement among all eligible, technically and financially compliant bidders and the Procuring Entity and shall be issued by HoPE a Notice to Execute Framework Agreement. The determination of the Lowest Calculated Bid (LCB) shall not be performed by the BAC until a Mini-Competition is conducted among the bidders who executed a Framework Agreement. When a Call for Mini-Competition is made, the BAC shall allow the bidders to submit their best

- financial proposals on such pre-scheduled date, time and place to determine the bidder with the LCB.
- 20.2 Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the Bids and Awards Committee that it submitted the Lowest Calculated Bid, 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. For every mini-competition in Framework Agreement, the LCB shall likewise submit the required documents for final Post Qualification.

21. Signing of the Contract

- 21.1 The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional documents are indicated in the **BDS**.
- 21.2 At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Framework Agreement Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- 21.3 Within ten (10) calendar days from receipt of the Notice to Execute Framework Agreement with the Procuring Entity, the successful Bidder or its duly authorized representative shall formally enter into a Framework Agreement with the procuring entity for an amount of One Peso to be paid to the procuring entity as a consideration for the option granted by the procuring entity to procure the items in the Framework Agreement List when the need arises.
- 21.4 The Procuring Entity shall enter into a Framework Agreement with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 21.5 The following documents shall form part of the Framework Agreement:
 - a. Framework Agreement Form;
 - b. Bidding Documents;
 - c. Call-offs;
 - d. 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;
 - e. Performance Security or Performance Securing Declaration, as the case may be;
 - f. Notice to Execute Framework Agreement; and

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Claus e						
5.3	For this purpose, contracts similar to the Project shall be:					
	 a. Repair and Maintenance of Transport Vehicle b. Completed within six (6) years prior to the deadline for the submission and receipt of bids. 					
7.1	Subcontrac	ting is not allowed.				
14.1		curity shall be in the form of a Bid Sorms and amounts:	Securing Declaration,	or any of the		
	cash cred	amount of not less than ₱ 59,50 nier's/manager's check, bank draft/lit; or amount of not less than ₱ 148,920.0	guarantee or irrevoca	able letter of		
19.3	ITEM NO.	ITEM DESCRIPTION	TOTAL QUANTITY	ABC (₱)		
		INNOVA OLD MODEL - E5				
	1	Drain Plug Gasket	40	3,160.00		
	2	Washer fluid	40	5,240.00		
	3	Injector Cleaner Gas	40	39,280.00		
	4	Injector Cleaner Diesel	40	39,200.00		
	5	Engine Flushing Gas	40	30,800.00		
	6	Engine Flushing Diesel	40	35,160.00		
	7	Oil Treatment	80	127,520.00		
	8	Change Oil (Engine Oil)	320	273,600.00		
	9	Oil Filter	40	24,120.00		
	10	Materials w/ Engine Wash	40	89,440.00		
	11	Labor	40	149,360.00		
		INNOVA OLD MODEL - E20				
	12	Change Brake pad	9	25,839.00		
	13	Wiper Rubber Rear	9	3,096.00		
	14	Wiper Rubber Front RH	9	4,185.00		
	15	Wiper Rubber Front LH	9	4,032.00		
	16	Tail Light/Brake Light	18	2,844.00		

17	Stop Light	18	2,844.00
18	Peanut Bulb	18	2,088.00
19	Aircare	9	38,520.00
20	Aircon Filter	9	11,475.00
	INNOVA OLD MODEL - E40		
21	Head Light	8	19,992.00
22	Signal Light (Flasher)	8	2,768.00
23	Manual Gear Oil	16	6,800.00
24	Diff Gear Oil	16	6,096.00
25	Brake Fluid	8	2,328.00
26	Automatic Transmission Fluid	16	11,168.00
27	General Aircon Cleaning	4	64,148.00
28	Air Filter	4	7,192.00
29	Fuel Filter (Diesel)	4	4,584.00
	INNOVA OLD MODEL - E50		
30	Timing Belt	3	9,705.00
31	Serpentine Belt	3	13,515.00
32	Fan and alt Belt	3	13,515.00
	INNOVA OLD MODEL - E60		
33	Rackened/Tierod	1	17,815.00
34	Shock Absorber front	1	10,984.00
35	Shock Absorber rear	1	3,038.00
	INNOVA OLD MODEL - E80		
36	Radiator fluid (engine coolant)	9	4,662.00
	INNOVA OLD MODEL - ANNUAL		
37	Sludgenizer (annual)	5	29,425.00
	HILUX OLD MODEL - E5		
38	Drain Plug Gasket	24	1,896.00
39	Washer fluid	24	3,144.00
40	Injector Cleaner	24	23,568.00
41	Engine Flushing	24	21,096.00
42	Oil Treatment	48	76,512.00
43	Change Oil (Engine Oil)	192	164,160.00
44	Oil Filter	24	14,472.00
45	Materials w/ Engine Wash	24	53,664.00

46	Labor	24	89,616.00
	HILUX OLD MODEL - E20		
47	Change Brake pad	10	41,190.00
48	Wiper Rubber Front RH	10	4,730.00
49	Wiper Rubber Front LH	10	7,030.00
50	Tail Light/Brake Light	20	3,780.00
51	Stop Light	20	3,780.00
52	Peanut Bulb	20	2,320.00
53	Aircare	10	42,800.00
54	Aircon Filter	10	25,010.00
	HILUX OLD MODEL - E40		
55	Head Light	10	13,110.00
56	Signal Light (Flasher)	10	2,040.00
57	Manual Gear Oil	20	8,500.00
58	Diff Gear Oil	20	22,260.00
59	Brake Fluid	10	2,910.00
60	Automatic Transmission Fluid	20	7,620.00
61	General Aircon Cleaning	5	80,185.00
62	Air Filter	5	8,175.00
63	Fuel Filter	5	25,850.00
	HILUX OLD MODEL - E50		
64	Timing Belt	3	9,705.00
65	Serpentine Belt	3	13,515.00
66	Fan and alt Belt	3	13,515.00
	HILUX OLD MODEL - E60		
67	Rackened/Tierod	2	33,988.00
68	Shock Absorber front	2	30,128.00
69	Shock Absorber rear	2	6,666.00
	HILUX OLD MODEL - E75		
70	Change Brake shoe	1	5,428.00
	HILUX OLD MODEL - E80		
71	Radiator fluid (engine coolant)	9	4,662.00
	HILUX OLD MODEL -		
	ANNUAL		
72	Sludgenizer (annual)	8	47,080.00
	PRADO MODEL - E5		

73	Drain Plug Gasket	3	237.00
74	Washer fluid	3	393.00
75	Injector Cleaner	3	2,946.00
76	Engine Flushing	3	2,637.00
77	Oil Treatment	6	9,564.00
78	Change Oil (Engine Oil)	24	20,520.00
79	Oil Filter	3	1,809.00
80	Materials w/ Engine Wash	3	6,708.00
81	Labor	3	11,202.00
	PRADO MODEL - E20		
82	Change Brake pad	1	7,793.00
83	Wiper Rubber Rear	1	328.00
84	Wiper Rubber Front RH	1	639.00
85	Wiper Rubber Front LH	1	703.00
86	Tail Light/Brake Light	2	346.00
87	Stop Light	2	346.00
88	Peanut Bulb	2	232.00
89	Aircare	1	5,285.00
90	Aircon Filter	1	2,501.00
	PRADO MODEL - E40		
91	Head Light	2	2,622.00
92	Signal Light (Flasher)	2	408.00
93	Manual Gear Oil	4	1,700.00
94	Diff Gear Oil	4	4,452.00
95	Brake Fluid	2	582.00
96	Automatic Transmission Fluid	4	12,956.00
97	General Aircon Cleaning	1	16,037.00
98	Air Filter	1	1,558.00
99	Fuel Filter	1	2,026.00
	PRADO MODEL - ANNUAL		
100	Sludgenizer (annual)	1	5,885.00
	GRANDIA MODEL - E5		
101	Drain Plug Gasket	60	4,740.00
102	Washer fluid	20	2,620.00
103	Injector Cleaner	20	19,640.00
 _			

104	Engine Flushing	20	17,580.00
105	Oil Treatment	40	63,760.00
106	Change Oil (Engine Oil)	160	136,800.00
107	Oil Filter	20	12,060.00
108	Materials w/ Engine Wash	20	44,720.00
109	Labor	20	74,680.00
	GRANDIA MODEL - E20		
110	Change Brake pad	6	68,544.00
111	Wiper Rubber Rear	6	2,868.00
112	Wiper Rubber Front RH	6	3,834.00
113	Wiper Rubber Front LH	6	4,620.00
114	Tail Light/Brake Light	12	2,076.00
115	Stop Light	12	2,076.00
116	Peanut Bulb	12	1,392.00
117	Aircare	6	31,710.00
118	Aircon Filter	6	15,006.00
	GRANDIA MODEL - E40		
119	Head Light	10	24,990.00
120	Signal Light (Flasher)	10	2,330.00
121	Manual Gear Oil	20	8,500.00
122	Diff Gear Oil	20	22,260.00
123	Brake Fluid	10	2,910.00
124	Automatic Transmission Fluid	20	64,780.00
125	General Aircon Cleaning	5	80,185.00
126	Air Filter	5	10,040.00
127	Fuel Filter	5	14,695.00
	GRANDIA MODEL - E50		
128	Timing Belt	3	9,705.00
129	Serpentine Belt	3	13,287.00
130	Fan and alt Belt	3	13,287.00
	GRANDIA MODEL - E80		
131	Radiator fluid (engine coolant)	6	3,108.00
	GRANDIA MODEL - ANNUAL		
132	Sludgenizer (annual)	4	23,540.00

20.2	Document to be required during the Post-Qualification is the Latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS).
21.2	No other required documents relevant to the Project.

Section IV. Gene	eral Condi	tions of Co	ontract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

- 2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.
- 2.3. For a single-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier in its bid.
- 2.4. For multi-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier during conduct of Mini-Competition.

3. Performance Security

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 Section 39 of the 2016 revised IRR of RA No. 9184. In the case of Framework Agreement, the Bidder may opt to furnish the performance security or a Performance Securing Declaration as defined under the Guidelines on the Use of Framework Agreement.

4. Inspection and Tests

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

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract	Section	<i>V</i> .	Special	Conditions	of	Contract
---	---------	------------	----------------	-------------------	----	----------

Special Conditions of Contract

GCC Clause	
1	
	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:
	The delivery terms applicable to this Contract are delivered within the Province of La Union. 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 and Services shall be made by the Supplier in accordance with the terms specified in Section VI (Framework Agreement List).
	For purposes of this Clause the Procuring Entity's Representative at the Project Site is the PGLU Inspectorate Team.
	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.
	Incidental Services –
	The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Framework Agreement List: a. 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;
	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:
	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. Spare parts to be provided shall be genuine parts applicable to the vehicle being maintained.
2.2	The terms of payment shall be as follows: - Partial payment upon the submission of complete documentary requirements for billing after the completion and acceptance of every Call-Offs
4	The inspections and tests that will be conducted are: a. Completeness of the number of installed parts; and b. Functionality/operation test.

Section VI. Framework Agreement List

#	Item / Service Type and nature of each item/service	Cost per item or service (in P)	Maximum Quantity	Total Cost per Item
	INNOVA OLD MODEL - E5	(in F)		
1	Drain Plug Gasket	79.00	40	3,160.00
2	Washer fluid	131.00	40	5,240.00
3	Injector Cleaner Gas	982.00	40	39,280.00
4	Injector Cleaner Diesel	980.00	40	39,200.00
5	Engine Flushing Gas	770.00	40	30,800.00
6	Engine Flushing Diesel	879.00	40	35,160.00
7	Oil Treatment	1,594.00	80	127,520.00
8	Change Oil (Engine Oil)	855.00	320	273,600.00
9	Oil Filter	603.00	40	24,120.00
10	Materials w/ Engine Wash	2,236.00	40	89,440.00
11	Labor	3,734.00	40	149,360.00
11	INNOVA OLD MODEL - E20	3,734.00	40	149,300.00
12		2 971 00	9	25 820 00
13	Change Brake pad Wiper Rubber Rear	2,871.00 344.00	9	25,839.00 3,096.00
14	Wiper Rubber Front RH	+	9	4,185.00
		465.00	9	,
15	Wiper Rubber Front LH	448.00	18	4,032.00
16 17	Tail Light/Brake Light	158.00	18	2,844.00
18	Stop Light	158.00 116.00	18	2,844.00
19	Peanut Bulb Aircare			2,088.00
		4,280.00	9	38,520.00
20	Aircon Filter	1,275.00	9	11,475.00
21	INNOVA OLD MODEL - E40	2 400 00	0	10.002.00
21 22	Head Light	2,499.00	8	19,992.00
	Signal Light (Flasher)	346.00		2,768.00
23	Manual Gear Oil	425.00	16	6,800.00
24	Diff Gear Oil	381.00	16	6,096.00
25	Brake Fluid	291.00	8	2,328.00
26	Automatic Transmission Fluid	698.00	16	11,168.00
27	General Aircon Cleaning	16,037.00	4	64,148.00
28	Air Filter	1,798.00	4	7,192.00
29	Fuel Filter (Diesel)	1,146.00	4	4,584.00
20	INNOVA OLD MODEL - E50	2 225 00	2	0.705.00
30	Timing Belt	3,235.00	3	9,705.00
31	Serpentine Belt	4,505.00	3	13,515.00
32	Fan and alt Belt	4,505.00	3	13,515.00
22	INNOVA OLD MODEL - E60	17.015.00	1	17 015 00
33	Rackened/Tierod Shook Absorber front	17,815.00	1	17,815.00
34	Shock Absorber front	10,984.00	1	10,984.00
35	Shock Absorber rear	3,038.00	1	3,038.00
26	INNOVA OLD MODEL - E80 Redictor fluid (ongine acclent)	51000	0	4 662 00
36	Radiator fluid (engine coolant)	518.00	9	4,662.00

#	Item / Service Type and nature of each item/service	Cost per item or service (in ₱)	Maximum Quantity	Total Cost per Item
	INNOVA OLD MODEL -	` ′		
	ANNUAL			
37	Sludgenizer (annual)	5,885.00	5	29,425.00
	HILUX OLD MODEL - E5			
38	Drain Plug Gasket	79.00	24	1,896.00
39	Washer fluid	131.00	24	3,144.00
40	Injector Cleaner	982.00	24	23,568.00
41	Engine Flushing	879.00	24	21,096.00
42	Oil Treatment	1,594.00	48	76,512.00
43	Change Oil (Engine Oil)	855.00	192	164,160.00
44	Oil Filter	603.00	24	14,472.00
45	Materials w/ Engine Wash	2,236.00	24	53,664.00
46	Labor	3,734.00	24	89,616.00
	HILUX OLD MODEL - E20			
47	Change Brake pad	4,119.00	10	41,190.00
48	Wiper Rubber Front RH	473.00	10	4,730.00
49	Wiper Rubber Front LH	703.00	10	7,030.00
50	Tail Light/Brake Light	189.00	20	3,780.00
51	Stop Light	189.00	20	3,780.00
52	Peanut Bulb	116.00	20	2,320.00
53	Aircare	4,280.00	10	42,800.00
54	Aircon Filter	2,501.00	10	25,010.00
	HILUX OLD MODEL - E40			
55	Head Light	1,311.00	10	13,110.00
56	Signal Light (Flasher)	204.00	10	2,040.00
57	Manual Gear Oil	425.00	20	8,500.00
58	Diff Gear Oil	1,113.00	20	22,260.00
59	Brake Fluid	291.00	10	2,910.00
60	Automatic Transmission Fluid	381.00	20	7,620.00
61	General Aircon Cleaning	16,037.00	5	80,185.00
62	Air Filter	1,635.00	5	8,175.00
63	Fuel Filter	5,170.00	5	25,850.00
	HILUX OLD MODEL - E50			
64	Timing Belt	3,235.00	3	9,705.00
65	Serpentine Belt	4,505.00	3	13,515.00
66	Fan and alt Belt	4,505.00	3	13,515.00
	HILUX OLD MODEL - E60			
67	Rackened/Tierod	16,994.00	2	33,988.00
68	Shock Absorber front	15,064.00	2	30,128.00
69	Shock Absorber rear	3,333.00	2	6,666.00
	HILUX OLD MODEL - E75			
70	Change Brake shoe	5,428.00	1	5,428.00
	HILUX OLD MODEL - E80			
71	Radiator fluid (engine coolant)	518.00	9	4,662.00

#	Item / Service Type and nature of each item/service	Cost per item or service (in ₱)	Maximum Quantity	Total Cost per Item
	HILUX OLD MODEL	-		
	ANNUAL			
72	Sludgenizer (annual)	5,885.00	8	47,080.00
	PRADO MODEL - E5			
73	Drain Plug Gasket	79.00	3	237.00
74	Washer fluid	131.00	3	393.00
75	Injector Cleaner	982.00	3	2,946.00
76	Engine Flushing	879.00	3	2,637.00
77	Oil Treatment	1,594.00	6	9,564.00
78	Change Oil (Engine Oil)	855.00	24	20,520.00
79	Oil Filter	603.00	3	1,809.00
80	Materials w/ Engine Wash	2,236.00	3	6,708.00
81	Labor	3,734.00	3	11,202.00
	PRADO MODEL - E20			
82	Change Brake pad	7,793.00	1	7,793.00
83	Wiper Rubber Rear	328.00	1	328.00
84	Wiper Rubber Front RH	639.00	1	639.00
85	Wiper Rubber Front LH	703.00	1	703.00
86	Tail Light/Brake Light	173.00	2	346.00
87	Stop Light	173.00	2	346.00
88	Peanut Bulb	116.00	2	232.00
89	Aircare	5,285.00	1	5,285.00
90	Aircon Filter	2,501.00	1	2,501.00
	PRADO MODEL - E40			
91	Head Light	1,311.00	2	2,622.00
92	Signal Light (Flasher)	204.00	2	408.00
93	Manual Gear Oil	425.00	4	1,700.00
94	Diff Gear Oil	1,113.00	4	4,452.00
95	Brake Fluid	291.00	2	582.00
96	Automatic Transmission Fluid	3,239.00	4	12,956.00
97	General Aircon Cleaning	16,037.00	1	16,037.00
98	Air Filter	1,558.00	1	1,558.00
99	Fuel Filter	2,026.00	1	2,026.00
	PRADO MODEL - ANNUAL			
100	Sludgenizer (annual)	5,885.00	1	5,885.00
	GRANDIA MODEL - E5			
101	Drain Plug Gasket	79.00	60	4,740.00
102	Washer fluid	131.00	20	2,620.00
103	Injector Cleaner	982.00	20	19,640.00
104	Engine Flushing	879.00	20	17,580.00
105	Oil Treatment	1,594.00	40	63,760.00
106	Change Oil (Engine Oil)	855.00	160	136,800.00
107	Oil Filter	603.00	20	12,060.00
108	Materials w/ Engine Wash	2,236.00	20	44,720.00
109	Labor	3,734.00	20	74,680.00

#	Item / Service Type and nature of each item/service	Cost per item or service (in ₱)	Maximum Quantity	Total Cost per Item
	GRANDIA MODEL - E20	, ,		
110	Change Brake pad	11,424.00	6	68,544.00
111	Wiper Rubber Rear	478.00	6	2,868.00
112	Wiper Rubber Front RH	639.00	6	3,834.00
113	Wiper Rubber Front LH	770.00	6	4,620.00
114	Tail Light/Brake Light	173.00	12	2,076.00
115	Stop Light	173.00	12	2,076.00
116	Peanut Bulb	116.00	12	1,392.00
117	Aircare	5,285.00	6	31,710.00
118	Aircon Filter	2,501.00	6	15,006.00
	GRANDIA MODEL - E40	,		,
119	Head Light	2,499.00	10	24,990.00
120	Signal Light (Flasher)	233.00	10	2,330.00
121	Manual Gear Oil	425.00	20	8,500.00
122	Diff Gear Oil	1,113.00	20	22,260.00
123	Brake Fluid	291.00	10	2,910.00
124	Automatic Transmission Fluid	3,239.00	20	64,780.00
125	General Aircon Cleaning	16,037.00	5	80,185.00
126	Air Filter	2,008.00	5	10,040.00
127	Fuel Filter	2,939.00	5	14,695.00
	GRANDIA MODEL - E50			1.,050.00
128	Timing Belt	3,235.00	3	9,705.00
129	Serpentine Belt	4,429.00	3	13,287.00
130	Fan and alt Belt	4,429.00	3	13,287.00
100	GRANDIA MODEL - E80	.,.25100		10,207.00
131	Radiator fluid (engine coolant)	518.00	6	3,108.00
101	GRANDIA MODEL - ANNUAL	210.00		2,100.00
132	Sludgenizer (annual)	5,885.00	4	23,540.00
132	TOTAL	3,003.00		
(A)	oproved Budget for the Contract)			₱ 2,978,401.00
Expected delivery timeframe after receipt of a Call-Off.		Within thirty (30) calendar days upon receipt of Call-off.		
Remarks		Call-offs must be in accordance with this Framework Agreement List		
		Payment shall be based on the actual services rendered.		
SIGNATURE OVER PRINTED NAME		POSITION	DEPARTM	MENT/DIVISION

Section VII. Technical Specifications

Technical Specifications

Item / Service	Maximum Quantity	Technical Specifications/ Scope of Work	Statement of Compliance
		INNOVA OLD MODEL - E5	
1	40	Drain Plug Gasket	
2	40	Washer fluid	
3	40	Injector Cleaner Gas	
4	40	Injector Cleaner Diesel	
5	40	Engine Flushing Gas	
6	40	Engine Flushing Diesel	
7	80	Oil Treatment	
8	320	Change Oil (Engine Oil)	
9	40	Oil Filter	
10	40	Materials w/ Engine Wash	
11	40	Labor	
		INNOVA OLD MODEL - E20	
12	9	Change Brake pad	
13	9	Wiper Rubber Rear	
14	9	Wiper Rubber Front RH	
15	9	Wiper Rubber Front LH	
16	18	Tail Light/Brake Light	
17	18	Stop Light	
18	18	Peanut Bulb	
19	9	Aircare	
20	9	Aircon Filter	
		INNOVA OLD MODEL - E40	
21	8	Head Light	
22	8	Signal Light (Flasher)	
23	16	Manual Gear Oil	
24	16	Diff Gear Oil	
25	8	Brake Fluid	
26	16	Automatic Transmission Fluid	
27	4	General Aircon Cleaning	
28	4	Air Filter	
29	4	Fuel Filter (Diesel)	
		INNOVA OLD MODEL - E50	

30	3	Timing Belt	
31	3	Serpentine Belt	
32	3	Fan and alt Belt	
		INNOVA OLD MODEL - E60	
33	1	Rackened/Tierod	
34	1	Shock Absorber front	
35	1	Shock Absorber rear	
		INNOVA OLD MODEL - E80	
36	9	Radiator fluid (engine coolant)	
		INNOVA OLD MODEL - ANNUAL	
37	5	Sludgenizer (annual)	
		HILUX OLD MODEL - E5	
38	24	Drain Plug Gasket	
39	24	Washer fluid	
40	24	Injector Cleaner	
41	24	Engine Flushing	
42	48	Oil Treatment	
43	192	Change Oil (Engine Oil)	
44	24	Oil Filter	
45	24	Materials w/ Engine Wash	
46	24	Labor	
		HILUX OLD MODEL - E20	
47	10	Change Brake pad	
48	10	Wiper Rubber Front RH	
49	10	Wiper Rubber Front LH	
50	20	Tail Light/Brake Light	
51	20	Stop Light	
52	20	Peanut Bulb	
53	10	Aircare	
54	10	Aircon Filter	
		HILUX OLD MODEL - E40	
55	10	Head Light	
56	10	Signal Light (Flasher)	
57	20	Manual Gear Oil	
58	20	Diff Gear Oil	
59	10	Brake Fluid	

60	20	Automatic Transmission Fluid	
61	5	General Aircon Cleaning	
62	5	Air Filter	
63	5	Fuel Filter	
		HILUX OLD MODEL - E50	
64	3	Timing Belt	
65	3	Serpentine Belt	
66	3	Fan and alt Belt	
		HILUX OLD MODEL - E60	
67	2	Rackened/Tierod	
68	2	Shock Absorber front	
69	2	Shock Absorber rear	
		HILUX OLD MODEL - E75	
70	1	Change Brake shoe	
		HILUX OLD MODEL - E80	
71	9	Radiator fluid (engine coolant)	
		HILUX OLD MODEL - ANNUAL	
72	8	Sludgenizer (annual)	
		PRADO MODEL - E5	
73	3	Drain Plug Gasket	
74	3	Washer fluid	
75	3	Injector Cleaner	
76	3	Engine Flushing	
77	6	Oil Treatment	
78	24	Change Oil (Engine Oil)	
79	3	Oil Filter	
80	3	Materials w/ Engine Wash	
81	3	Labor	
		PRADO MODEL - E20	
82	1	Change Brake pad	
83	1	Wiper Rubber Rear	
84	1	Wiper Rubber Front RH	
85	1	Wiper Rubber Front LH	
86	2	Tail Light/Brake Light	
87	2	Stop Light	
88	2	Peanut Bulb	

89	1	Aircare	
90	1	Aircon Filter	
		PRADO MODEL - E40	
91	2	Head Light	
92	2	Signal Light (Flasher)	
93	4	Manual Gear Oil	
94	4	Diff Gear Oil	
95	2	Brake Fluid	
96	4	Automatic Transmission Fluid	
97	1	General Aircon Cleaning	
98	1	Air Filter	
99	1	Fuel Filter	
		PRADO MODEL - ANNUAL	
100	1	Sludgenizer (annual)	
		GRANDIA MODEL - E5	
101	60	Drain Plug Gasket	
102	20	Washer fluid	
103	20	Injector Cleaner	
104	20	Engine Flushing	
105	40	Oil Treatment	
106	160	Change Oil (Engine Oil)	
107	20	Oil Filter	
108	20	Materials w/ Engine Wash	
109	20	Labor	
		GRANDIA MODEL - E20	
110	6	Change Brake pad	
111	6	Wiper Rubber Rear	
112	6	Wiper Rubber Front RH	
113	6	Wiper Rubber Front LH	
114	12	Tail Light/Brake Light	
115	12	Stop Light	
116	12	Peanut Bulb	
117	6	Aircare	
118	6	Aircon Filter	
		GRANDIA MODEL - E40	
119	10	Head Light	

120	10	Signal Light (Flasher)	
121	20	Manual Gear Oil	
122	20	Diff Gear Oil	
123	10	Brake Fluid	
124	20	Automatic Transmission Fluid	
125	5	General Aircon Cleaning	
126	5	Air Filter	
127	5	Fuel Filter	
		GRANDIA MODEL - E50	
128	3	Timing Belt	
129	3	Serpentine Belt	
130	3	Fan and alt Belt	
		GRANDIA MODEL - E80	
131	6	Radiator fluid (engine coolant)	
		GRANDIA MODEL - ANNUAL	
132	4	Sludgenizer (annual)	

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Do	cuments
(a)	Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
(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,
(c)	and 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).
Technica	l Documents
(f)	Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; and
(g)	Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; and
(h)	Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission; or
(i)	Original copy of Notarized Bid Securing Declaration; <u>and</u> Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or aftersales/parts, if applicable; and
(j)	Original duly signed Omnibus Sworn Statement (OSS); and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.
Financia	l Documents
(k)	The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; and
(l)	The prospective bidder's computation of Net Financial Contracting Capacity (NFCC); or

		its NFCC computation.
		Class "B" Documents
	(m)	If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;
		or duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.
25	FINANC (a) (b)	CIAL COMPONENT ENVELOPE Original of duly signed and accomplished Financial Bid Form; and Original of duly signed and accomplished Price Schedule(s).

A committed Line of Credit from a Universal or Commercial Bank in lieu of

Section IX. Forms

Bid Form

Date:	
Project Identification No:	2025-01-22

To: Provincial Government of La Union Provincial Capitol, Brgy. II City of San Fernando City, La Union

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

If our Bid is accepted, we undertake:

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

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

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

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

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

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

The undersigned is authorized to submit the bid on behalf of [name of the bidder] as evidenced by the attached [state the written authority].

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

Name:	
Legal Capacity:	
Signature:	
Duly authorized to sign the	
Bid and behalf of:	
Date:	
Bid and behalf of:	

Price Schedule

Name of Bidder	Invitation to Bid Number 2025-01-22	Page <u>1</u> of _
----------------	-------------------------------------	--------------------

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price exw per item	Transportation and Insurance and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)
	INNOVA OLD MODEL - E5								
1	Drain Plug Gasket		40						
2	Washer fluid		40						
3	Injector Cleaner Gas		40						
4	Injector Cleaner Diesel		40						
5	Engine Flushing Gas		40						
6	Engine Flushing Diesel		40						
7	Oil Treatment		80						
8	Change Oil (Engine Oil)		320						
9	Oil Filter		40						
10	Materials w/ Engine Wash		40						
11	Labor		40						
	INNOVA OLD MODEL - E20								
12	Change Brake pad		9						
13	Wiper Rubber Rear		9						
14	Wiper Rubber Front RH		9						

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price exw per item	Transportation and Insurance and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)
15	Wiper Rubber Front LH		9						
16	Tail Light/Brake Light		18						
17	Stop Light		18						
18	Peanut Bulb		18						
19	Aircare		9						
20	Aircon Filter		9						
	INNOVA OLD MODEL - E40								
21	Head Light		8						
22	Signal Light (Flasher)		8						
23	Manual Gear Oil		16						
24	Diff Gear Oil		16						
25	Brake Fluid		8						
26	Automatic Transmission Fluid		16						
27	General Aircon Cleaning		4						
28	Air Filter		4						
29	Fuel Filter (Diesel)		4						
	INNOVA OLD MODEL - E50								
30	Timing Belt		3						
31	Serpentine Belt		3						

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price exw per item	Transportation and Insurance and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)
32	Fan and alt Belt		3						
	INNOVA OLD MODEL - E60								
33	Rackened/Tierod		1						
34	Shock Absorber front		1						
35	Shock Absorber rear		1						
	INNOVA OLD MODEL - E80								
36	Radiator fluid (engine coolant) INNOVA OLD MODEL -		9						
	ANNUAL								
37	Sludgenizer (annual)		5						
	HILUX OLD MODEL - E5								
38	Drain Plug Gasket		24						
39	Washer fluid		24						
40	Injector Cleaner		24						
41	Engine Flushing		24						
42	Oil Treatment		48						
43	Change Oil (Engine Oil)		192						
44	Oil Filter		24						
45	Materials w/ Engine Wash		24						
46	Labor		24						

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price exw per item	Transportation and Insurance and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)
	HILUX OLD MODEL - E20								
47	Change Brake pad		10						
48	Wiper Rubber Front RH		10						
49	Wiper Rubber Front LH		10						
50	Tail Light/Brake Light		20						
51	Stop Light		20						
52	Peanut Bulb		20						
53	Aircare		10						
54	Aircon Filter		10						
	HILUX OLD MODEL - E40								
55	Head Light		10						
56	Signal Light (Flasher)		10						
57	Manual Gear Oil		20						
58	Diff Gear Oil		20						
59	Brake Fluid		10						
60	Automatic Transmission Fluid		20						
61	General Aircon Cleaning		5						
62	Air Filter		5						
63	Fuel Filter		5						

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price exw per item	Transportation and Insurance and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)
	HILUX OLD MODEL - E50								
64	Timing Belt		3						
65	Serpentine Belt		3						
66	Fan and alt Belt		3						
	HILUX OLD MODEL - E60								
67	Rackened/Tierod		2						
68	Shock Absorber front		2						
69	Shock Absorber rear		2						
	HILUX OLD MODEL - E75								
70	Change Brake shoe		1						
	HILUX OLD MODEL - E80								
71	Radiator fluid (engine coolant)		9						
	HILUX OLD MODEL - ANNUAL								
72	Sludgenizer (annual)		8						
	PRADO MODEL - E5								
73	Drain Plug Gasket		3						
74	Washer fluid		3						
75	Injector Cleaner		3						
76	Engine Flushing		3						

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price exw per item	Transportation and Insurance and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)
77	Oil Treatment		6						
78	Change Oil (Engine Oil)		24						
79	Oil Filter		3						
80	Materials w/ Engine Wash		3						
81	Labor		3						
	PRADO MODEL - E20								
82	Change Brake pad		1						
83	Wiper Rubber Rear		1						
84	Wiper Rubber Front RH		1						
85	Wiper Rubber Front LH		1						
86	Tail Light/Brake Light		2						
87	Stop Light		2						
88	Peanut Bulb		2						
89	Aircare		1						
90	Aircon Filter		1						
	PRADO MODEL - E40								
91	Head Light		2						
92	Signal Light (Flasher)		2						
93	Manual Gear Oil		4						

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price exw per item	Transportation and Insurance and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)
94	Diff Gear Oil		4						
95	Brake Fluid		2						
96	Automatic Transmission Fluid		4						
97	General Aircon Cleaning		1						
98	Air Filter		1						
99	Fuel Filter		1						
	PRADO MODEL - ANNUAL								
100	Sludgenizer (annual)		1						
	GRANDIA MODEL - E5								
101	Drain Plug Gasket		60						
102	Washer fluid		20						
103	Injector Cleaner		20						
104	Engine Flushing		20						
105	Oil Treatment		40						
106	Change Oil (Engine Oil)		160						
107	Oil Filter		20						
108	Materials w/ Engine Wash		20						
109	Labor		20						
	GRANDIA MODEL - E20								

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price exw per item	Transportation and Insurance and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)
110	Change Brake pad		6						
111	Wiper Rubber Rear		6						
112	Wiper Rubber Front RH		6						
113	Wiper Rubber Front LH		6						
114	Tail Light/Brake Light		12						
115	Stop Light		12						
116	Peanut Bulb		12						
117	Aircare		6						
118	Aircon Filter		6						
	GRANDIA MODEL - E40								
119	Head Light		10						
120	Signal Light (Flasher)		10						
121	Manual Gear Oil		20						
122	Diff Gear Oil		20						
123	Brake Fluid		10						
124	Automatic Transmission Fluid		20						
125	General Aircon Cleaning		5						
126	Air Filter		5						
127	Fuel Filter		5						

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price exw per item	Transportation and Insurance and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)
	GRANDIA MODEL - E50								
128	Timing Belt		3						
129	Serpentine Belt		3						
130	Fan and alt Belt		3						
	GRANDIA MODEL - E80								
131	Radiator fluid (engine coolant)		6						
	GRANDIA MODEL - ANNUAL								
132	Sludgenizer (annual)		4						
	TOTAL (in figures)								
	AMOUNT IN WORDS:								

Name:	
Legal Capacity:	
Signature:	
Duly authorized to sign the	
Bid and behalf of:	

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

BID SECURING DECLARATION

Project Identification No.: 2025-01-22

To: Provincial Government of La Union Provincial Capitol, Brgy. II City of San Fernando City, La Union

I/We, the undersigned, declare that:

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

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

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

[Jurat]

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

Omnibus Sworn Statement

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

AFFIDAVIT

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

1. Select one, delete the other:

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

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

2. Select one, delete the other:

If a sole proprietorship: As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for the Periodic Maintenance Services of PGLU Transportation Equipment of the Provincial Government of La Union, as shown in the attached duly notarized Special Power of Attorney;

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

- 3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;
- 4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

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

6. Select one, delete the rest:

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

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

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

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

I have hereunto set my hand this day of, 20 at
[Insert NAME OF BIDDER OR ITS AUTHORIZED
REPRESENTATIVE]
[Insert signatory's legal capacity]

[Jurat]

Affiant

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

PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents] To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

- 1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
- 2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years for the second offense, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
- 3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
 - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
 - i. Procuring Entity has no claims filed against the contract awardee;
 - ii. It has no claims for labor and materials filed against the contractor; and
 - iii. Other terms of the contract; or
 - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]
Affiant

[Jurat]

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

FINANCIAL DOCUMENTS FOR ELIGIBILITY CHECK

A.	Summary of the Applicant Supplier's/Distributor's/Manufacturer's
	assets and liabilities on the basis of the attached audited financial
	statement, stamped "RECEIVED" by the Bureau of Internal Revenue or
	BIR authorized collecting agent, for the immediately preceding year:

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

В.	The Net	Financial	Contracting	Capacity	(NFCC)	based	on	the	above
	data is c	computed as	s follows:						

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

NFCC = P			

Submitted by:
Name of Supplier / Distributor / Manufacturer
Signature of Authorized Representative Date:

STATEMENT OF ALL ONGOING GOVERNMENT AND PRIVATE CONTRACTS INCLUDING CONTRACTS AWARDED BUT NOT YET STARTED

Name of Contract/Project	a. Owner's Name	Nature of Work	Bidder's Role		a. Date Awarded	% of Accomplishment		Value of Outstanding
Cost	b. Addressc. Telephone Nos.		Description	%	b. Date Started c. Date of Completion	Planned		Works/Undelivered Portion
Government								
<u>Private</u>								
			1	•		Total (Cost	

Submitted by	:	
3		(Print Name and Signature)
Designation	:	
Date	:	

STATEMENT IDENTIFYING BIDDER'S SINGLE LARGEST CONTRACT COMPLETED WITHIN THE YEAR 2019 TO PRESENT WHICH IS SIMILAR IN NATURE

W	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Bidder's Role		a. Amount at Awarded	a. Date Awarded
Name of Contract			Description	%	b. Amount at Completion c. Duration	b. Contract Effectivity c. Date Completed
Government						
Private						
					Total Cost	

Note: Thi	s statement	shall be	supported	with:
-----------	-------------	----------	-----------	-------

- 1 Contract or Purchase Order
 2 Certificate of Completion or Certificate of Acceptance
 3 Official Receipt/s or Sales Invoice/s

Submitted by	:	
J		(Print Name and Signature)
Designation	:	
Date	:	

SEALING AND MARKING OF BID ENVELOPES



