



Republic of the Philippines  
**PROVINCE OF LA UNION**

*"The Heart of Agri-Tourism in Northern Luzon by 2025"*



## **BIDS AND AWARDS COMMITTEE**

### SUPPLEMENTAL / BID BULLETIN

ADDENDUM NO. **11663083-1**

This Addendum No. 11663083-1 is issued to modify or amend items in the Bidding Documents for the project: **Supply and Delivery of Tires and Batteries – Framework Agreement (EPA)/ ITB No. 2025-1-06**. This shall form an integral part of the Bidding Documents.

***"Adoption of the revised Bidding Documents as hereto attached"***

For guidance and information of all concerned.

(SGD)

**RESSIE A. ESTRELLA**

*BAC Chairperson*

January 28, 2025





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



# **Supply and Delivery of Tires and Batteries - Framework Agreement (EPA)**

ITB No. 2025-1-06

**January 15, 2025**

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# *Glossary of Acronyms, Terms, and Abbreviations*

**ABC** – Approved Budget for the Contract.

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

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

**CDA** - Cooperative Development Authority.

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

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

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

**DTI** – Department of Trade and Industry.

**EXW** – Ex works.

**FCA** – “Free Carrier” shipping point.

**FOB** – “Free on Board” shipping point.

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

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

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

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

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

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

**PhilGEPS** - Philippine Government Electronic Procurement System.

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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

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

**UN** – United Nations.

## ***Section I. Invitation to Bid***





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



## **INVITATION TO BID FOR THE SUPPLY AND DELIVERY OF TIRES AND BATTERIES – FRAMEWORK AGREEMENT (EARLY PROCUREMENT)**

1. The **Provincial Government of La Union (PGLU)**, using a single-year Framework Agreement, through the **PGLU Annual Budget CY 2025** intends to apply the sum of **Fifteen Million Four Hundred Twenty-Two Thousand One Hundred Sixty-Eight Pesos (₱15,422,168.00)** being the ABC to payments for **Supply and Delivery of Tires and Batteries / ITB No. 2025-1-06**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **Provincial Government of La Union** now invites bids for Supply and Delivery of Tires and Batteries. 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 the following office hours:

8:00 AM to 4:30 PM	Monday to Thursday
8:00 AM to 12:00NN	Friday

5. A complete set of Bidding Documents may be acquired by interested Bidders on **January 15 – February 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 **Twenty-Five Thousand Pesos (₱25,000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees through the submission of a copy of the official receipt in person, by facsimile, or through electronic means.
6. The **PGLU** will hold a Pre-Bid Conference on **January 23, 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 **February 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 **February 4, 2025 at 10:00 a.m. at the BAC Conference Room, Provincial Capitol, City of San Fernando, Province of La Union.** Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
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: pglu\_bacsu@launion.gov.ph  
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/>**

*January 15, 2025*

\_\_\_\_\_  
SGD.  
**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 **Supply and Delivery of Tires and Batteries** with identification number **ITB No. 2025-1-06**.

The Procurement Project (referred to herein as “Project”) is composed of **Sixty-Seven (67) items**, the details of which are described in Section VII (Technical Specifications).

## 2. Funding Information

2.1. The GOP through the source of funding as indicated below for **CY 2025** in the amount of **Fifteen Million Four Hundred Twenty-Two Thousand One Hundred Sixty-Eight Pesos (₱15,422,168.00)**.

2.2. 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.
- 11.5. Financial proposals for single or multi-year Framework Agreement shall be submitted before the deadline of submission of bids as prescribed in the **IB**.

## **12. Bid Prices**

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

- b. For Goods offered from abroad:
  - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
  - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

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.

### **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.
  - a. Payment of the contract price shall be made in Philippine Pesos.

### **14. Bid Security**

- 14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid for 120 days. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 14.3. In the case of Framework Agreement, other than the grounds for forfeiture under the 2016 revised IRR, the bid security may also be forfeited if the successful bidder fails to sign the Framework Agreement, or fails to furnish the performance security or performance securing declaration. Without prejudice on its forfeiture, bid securities shall be returned only after the posting of performance security or performance securing declaration, as the case may be,

by the winning Bidder or compliant Bidders and the signing of the Framework Agreement.

## **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**.

## **17. Opening and Preliminary Examination of Bids**

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

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

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

## **18. Domestic Preference**

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

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

19.1. The Procuring Entity's 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.
- 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 shall 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

- 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.

## **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 Clause				
5.3	For this purpose, contracts similar to the Project shall be: <ol style="list-style-type: none"> <li>a. Supply and Delivery of Tires and/or Batteries.</li> <li>b. Completed within six (6) years prior to the deadline for the submission and receipt of bids.</li> </ol>			
7.1	Subcontracting is not allowed.			
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: <ol style="list-style-type: none"> <li>a. The amount of not less than ₱ 308,443.36 if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than ₱ 771,527.65 if bid security is in Surety Bond.</li> </ol>			
19.3	<b>Item #</b>	<b>Description</b>	<b>Total Quantity</b>	<b>ABC (₱)</b>
		<b>MOTORCYCLE TIRES</b>		
	1	90/100/R10 (MC)	1 piece	3,420.00
	2	90/90/R12 (MC)	1 piece	3,591.00
	3	90/80/R14 (MC)	9 pieces	32,832.00
	4	90/90/R14 (MC)	2 pieces	8,700.00
	5	80/90/R14 (MC)	2 pieces	8,700.00
	6	100/80/R14 (MC)	9 pieces	40,527.00
	7	70/90/R17 (MC)	6 pieces	22,914.00
	8	80/90/R17 (MC)	6 pieces	22,914.00
	9	3.00/R17 (MC)	3 pieces	11,970.00
	10	110/70/R17 (MC)	1 piece	4,749.00
	11	110/90/R17 (MC)	3 pieces	15,660.00
	12	150/70/R17 (MC)	1 piece	8,480.00
	13	80/100/R18 (MC)	1 piece	5,757.00
	14	90/90/R18 (MC)	1 piece	4,503.00
	15	2.75/R18 (MC)	8 pieces	28,272.00
	16	4.10/R18 (MC)	2 pieces	13,224.00
	17	90/90/R19 (MC)	3 pieces	15,960.00

18	2.75/R21 (MC)	2 pieces	9,348.00
19	3.0/R21 (MC)	2 pieces	9,348.00
	<b>HIGHWAY TERRAIN TIRES</b>		
20	175/70/R13	8 pieces	88,464.00
21	195/R14	4 pieces	61,380.00
22	195/R14C	12 pieces	184,140.00
23	195/R15	4 pieces	64,800.00
24	205/70/R15	98 pieces	1,597,596.00
25	205/65/R15	44 pieces	609,708.00
26	235/70/R15	24 pieces	411,768.00
27	205/65/R16	104 pieces	1,591,096.00
28	235/60/R16	8 pieces	149,888.00
29	205/70/R16	8 pieces	110,856.00
30	235/65/R16	16 pieces	321,936.00
31	235/70/R16	16 pieces	301,328.00
32	265/70/R16	8 pieces	168,680.00
33	215/55/R17	8 pieces	172,096.00
34	235/65/R17	16 pieces	422,704.00
35	255/60/R18	8 pieces	226,864.00
	<b>ALL-TERRAIN TIRES</b>		
36	315/70/R17	12 pieces	528,468.00
37	L+315/70/R17	8 pieces	352,312.00
38	265/70/R17	12 pieces	485,352.00
39	265/65/R17	36 pieces	1,235,844.00
40	245/70/R17	8 pieces	369,696.00
41	225/70/R17	12 pieces	366,168.00
42	285/70/R17	8 pieces	395,080.00
43	265/55/R19	8 pieces	323,568.00
44	255/45/R20	8 pieces	383,424.00
	<b>TRUCKS/ BUS TIRES</b>		
45	8.25/R16	6 pieces	184,680.00
46	7.50/R16LT	24 pieces	590,712.00

	47	215/70/R17.5	12 pieces	336,948.00
	48	235/75/R17.5	6 pieces	176,670.00
	49	12R/22.5	12 pieces	474,000.00
		<b>BATTERIES</b>		
	50	75LN3	29 pieces	517,389.00
	51	2SMF	25 pieces	294,550.00
	52	370LN3	19 pieces	330,011.00
	53	3SMF	38 pieces	532,418.00
	54	2D	8 pieces	118,016.00
	55	DIN110	10 pieces	201,330.00
	56	DIN55	3 piece	41,382.00
	57	DIN66	6 pieces	106,980.00
	58	DIN66L	6 pieces	103,014.00
	59	DIN66H	6 pieces	106,980.00
	60	85DL6L-MF	1 piece	17,850.00
	61	YTX4L-BS	19 pieces	55,138.00
	62	YTX5L-BS	3 pieces	9,540.00
	63	GTZ6V	2 pieces	6,360.00
	64	YB5L	1 piece	2,950.00
	65	YTZ6V	3 pieces	9,540.00
	66	YTX7A-BS	2 pieces	8,500.00
	67	APBTZ4L	1 piece	3,125.00
			<b>TOTAL</b>	<b>15,422,168.00</b>
20.2	a) Latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS); and  b) Notarized Certificate of Authorized Distributorship/Dealership.			
21.2	No other documents needed.			

## ***Section IV. General Conditions of Contract***

## **1. Scope of Contract**

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

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

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

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

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

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

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**

5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.

5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

## **6. Liability of the Supplier**

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

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

## *Section V. Special Conditions of Contract*

## Special Conditions of Contract

GCC Clause	
1	<p><b>Delivery and Documents –</b></p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>The delivery terms applicable to this Contract are delivered within the City of San Fernando, 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.</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is the PGLU Inspectorate Team.</p> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p><b>Incidental Services –</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> </ol>
	<p><b>Packaging –</b></p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p>

	<p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity  Name of the Supplier  Contract Description  Final Destination  Gross weight  Any special lifting instructions  Any special handling instructions  Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p>
2.2	<p>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</p>
4	<p>The inspection and tests that will be conducted are:  a) Completeness of the delivered items as to quantity and specifications;  b) Functionality/operation test.</p>

## *Section VI. Framework Agreement List*

<b>FRAMEWORK AGREEMENT LIST PROVINCIAL GOVERNMENT OF LA UNION</b>				
<i>Item / Service Type and nature of each item/service</i>		<i>Cost per item or service (in PhP)</i>	<i>Maximum Quantity</i>	<i>Total Cost per Item</i>
<p><b><u>TIRES</u></b></p> <p>a) Service includes:</p> <ul style="list-style-type: none"> <li>• Balancing, Mounting and Alignment for Service Vehicles; and</li> <li>• Mounting for Trucks, Bus and Motorcycles</li> </ul> <p>b) Should not be over two years from manufacturing date.</p> <p>c) Supplier must have a local service center within La Union to accommodate the services needed.</p>				
	<b>LOT 1 - MOTORCYCLE TIRES</b>			
1	90/100/R10 (MC)	3,420.00	1 piece	3,420.00
2	90/90/R12 (MC)	3,591.00	1 piece	3,591.00
3	90/80/R14 (MC)	3,648.00	9 pieces	32,832.00
4	90/90/R14 (MC)	4,350.00	2 pieces	8,700.00
5	80/90/R14 (MC)	4,350.00	2 pieces	8,700.00
6	100/80/R14 (MC)	4,503.00	9 pieces	40,527.00
7	70/90/R17 (MC)	3,819.00	6 pieces	22,914.00
8	80/90/R17 (MC)	3,819.00	6 pieces	22,914.00
9	3.00/R17 (MC)	3,990.00	3 pieces	11,970.00
10	110/70/R17 (MC)	4,749.00	1 piece	4,749.00
11	110/90/R17 (MC)	5,220.00	3 pieces	15,660.00
12	150/70/R17 (MC)	8,480.00	1 piece	8,480.00
13	80/100/R18 (MC)	5,757.00	1 piece	5,757.00
14	90/90/R18 (MC)	4,503.00	1 piece	4,503.00

15	2.75/R18 (MC)	3,534.00	8 pieces	28,272.00
16	4.10/R18 (MC)	6,612.00	2 pieces	13,224.00
17	90/90/R19 (MC)	5,320.00	3 pieces	15,960.00
18	2.75/R21 (MC)	4,674.00	2 pieces	9,348.00
19	3.0/R21 (MC)	4,674.00	2 pieces	9,348.00
	<b>LOT 2 - HIGHWAY TERRAIN TIRES</b>			
20	175/70/R13	11,058.00	8 pieces	88,464.00
21	195/R14	15,345.00	4 pieces	61,380.00
22	195/R14C	15,345.00	12 pieces	184,140.00
23	195/R15	16,200.00	4 pieces	64,800.00
24	205/70/R15	16,302.00	98 pieces	1,597,596.00
25	205/65/R15	13,857.00	44 pieces	609,708.00
26	235/70/R15	17,157.00	24 pieces	411,768.00
27	205/65/R16	15,299.00	104 pieces	1,591,096.00
28	235/60/R16	18,736.00	8 pieces	149,888.00
29	205/70/R16	13,857.00	8 pieces	110,856.00
30	235/65/R16	20,121.00	16 pieces	321,936.00
31	235/70/R16	18,833.00	16 pieces	301,328.00
32	265/70/R16	21,085.00	8 pieces	168,680.00
33	215/55/R17	21,512.00	8 pieces	172,096.00
34	235/65/R17	26,419.00	16 pieces	422,704.00
35	255/60/R18	28,358.00	8 pieces	226,864.00
	<b>LOT 3 - ALL-TERRAIN TIRES</b>			
36	315/70/R17	11,058.00	12 pieces	528,468.00
37	L+315/70/R17	15,345.00	8 pieces	352,312.00
38	265/70/R17	15,345.00	12 pieces	485,352.00
39	265/65/R17	16,200.00	36 pieces	1,235,844.00
40	245/70/R17	16,302.00	8 pieces	369,696.00
41	225/70/R17	13,857.00	12 pieces	366,168.00

42	285/70/R17	17,157.00	8 pieces	395,080.00
43	265/55/R19	15,299.00	8 pieces	323,568.00
44	255/45/R20	18,736.00	8 pieces	383,424.00
	<b>LOT 4 - TRUCKS/ BUS TIRES</b>			
45	8.25/R16	44,039.00	6 pieces	184,680.00
46	7.50/R16LT	44,039.00	24 pieces	590,712.00
47	215/70/R17.5	40,446.00	12 pieces	336,948.00
48	235/75/R17.5	34,329.00	6 pieces	176,670.00
49	12R/22.5	46,212.00	12 pieces	474,000.00
	<b>BATTERIES</b>			
	<ul style="list-style-type: none"> <li>Should not be over two years from manufacturing date</li> </ul>			
	<b>LOT 5 - BATTERIES</b>			
50	75LN3	17,841.00	29 pieces	517,389.00
51	2SMF	11,782.00	25 pieces	294,550.00
52	370LN3	17,369.00	19 pieces	330,011.00
53	3SMF	14,011.00	38 pieces	532,418.00
54	2D	14,752.00	8 pieces	118,016.00
55	DIN110	20,133.00	10 pieces	201,330.00
56	DIN55	13,794.00	3 piece	41,382.00
57	DIN66	17,830.00	6 pieces	106,980.00
58	DIN66L	17,169.00	6 pieces	103,014.00
59	DIN66H	17,830.00	6 pieces	106,980.00
60	85DL6L-MF	17,850.00	1 piece	17,850.00
61	YTX4L-BS	2,902.00	19 pieces	55,138.00
62	YTX5L-BS	3,180.00	3 pieces	9,540.00
63	GTZ6V	3,180.00	2 pieces	6,360.00
64	YB5L	2,950.00	1 piece	2,950.00
65	YTZ6V	3,180.00	3 pieces	9,540.00
66	YTX7A-BS	4,250.00	2 pieces	8,500.00

67	APBTZ4L	2,950.00	1 piece	3,125.00
<b><i>TOTAL</i></b> <b><i>(Approved Budget for the Contract)</i></b>				<b>₱ 15,422,168.00</b>
Expected delivery timeframe after receipt of a Call-Off.		Within one (1) day upon issuance of Call-off.		
Remarks		Call-offs must be in accordance with this Framework Agreement List		
		Payment shall be based on the actual services rendered.		
<b><i>SIGNATURE OVER PRINTED NAME</i></b>		<b><i>POSITION</i></b>	<b><i>DEPARTMENT/DIVISION</i></b>	



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

# Technical Specifications

<i>TECHNICAL SPECIFICATIONS</i>			
<i>Item / Service</i>	<i>Maximum Quantity</i>	<i>Technical Specifications / Scope of Work</i>	<i>Statement of Compliance<sup>1</sup></i>
<p><b><u>TIRES</u></b></p> <p>a) Service includes:</p> <ul style="list-style-type: none"> <li>• Balancing, Mounting and Alignment for Service Vehicles; and</li> <li>• Mounting for Trucks, Bus and Motorcycles</li> </ul> <p>b) Should not be over two years from manufacturing date.</p> <p>c) Supplier must have a local service center within La Union to accommodate the services needed.</p>			
1	1 piece	90/100/R10 (MC)	
2	1 piece	90/90/R12 (MC)	
3	9 pieces	90/80/R14 (MC)	
4	2 pieces	90/90/R14 (MC)	
5	2 pieces	80/90/R14 (MC)	
6	9 pieces	100/80/R14 (MC)	
7	6 pieces	70/90/R17 (MC)	
8	6 pieces	80/90/R17 (MC)	
9	3 pieces	3.00/R17 (MC)	
10	1 piece	110/70/R17 (MC)	
11	3 pieces	110/90/R17 (MC)	
12	1 piece	150/70/R17 (MC)	
13	1 piece	80/100/R18 (MC)	
14	1 piece	90/90/R18 (MC)	
15	8 pieces	2.75/R18 (MC)	
16	2 pieces	4.10/R18 (MC)	

<sup>1</sup> Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder’s statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution.

17	3 pieces	90/90/R19 (MC)	
18	2 pieces	2.75/R21 (MC)	
19	2 pieces	3.0/R21 (MC)	
20	8 pieces	175/70/R13	
21	4 pieces	195/R14	
22	12 pieces	195/R14C	
23	4 pieces	195/R15	
24	98 pieces	205/70/R15	
25	44 pieces	205/65/R15	
26	24 pieces	235/70/R15	
27	104 pieces	205/65/R16	
28	8 pieces	235/60/R16	
29	8 pieces	205/70/R16	
30	16 pieces	235/65/R16	
31	16 pieces	235/70/R16	
32	8 pieces	265/70/R16	
33	8 pieces	215/55/R17	
34	16 pieces	235/65/R17	
35	8 pieces	255/60/R18	
36	12 pieces	315/70/R17	
37	8 pieces	L+315/70/R17	
38	12 pieces	265/70/R17	
39	36 pieces	265/65/R17	
40	8 pieces	245/70/R17	
41	12 pieces	225/70/R17	
42	8 pieces	285/70/R17	
43	8 pieces	265/55/R19	
44	8 pieces	255/45/R20	
45	6 pieces	8.25/R16	

46	24 pieces	7.50/R16LT	
47	12 pieces	215/70/R17.5	
48	6 pieces	235/75/R17.5	
49	12 pieces	12R/22.5	
<b>BATTERIES</b>			
<ul style="list-style-type: none"> <li>Should not be over two years from manufacturing date</li> </ul>			
50	29 pieces	75LN3	
51	25 pieces	2SMF	
52	19 pieces	370LN3	
53	38 pieces	3SMF	
54	8 pieces	2D	
55	10 pieces	DIN110	
56	3 piece	DIN55	
57	6 pieces	DIN66	
58	6 pieces	DIN66L	
59	6 pieces	DIN66H	
60	1 piece	85DL6L-MF	
61	19 pieces	YTX4L-BS	
62	3 pieces	YTX5L-BS	
63	2 pieces	GTZ6V	
64	1 piece	YB5L	
65	3 pieces	YTZ6V	
66	2 pieces	YTX7A-BS	
67	1 piece	APBTZ4L	

***Section VIII. Checklist of Technical and  
Financial Documents***

# Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE

### *Class “A” Documents*

#### Legal Documents

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

#### Technical Documents

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

#### Financial Documents

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

A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

***Class "B" Documents***

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

**or**

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

**25 FINANCIAL COMPONENT ENVELOPE**

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

## ***Section IX. Forms***



## Bid Form

Date: \_\_\_\_\_  
Project Identification N<sup>o</sup>: 2025-1-06

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 **Supply and Deliver Tires and Batteries** 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: \_\_\_\_\_

## Price Schedule

Name of Bidder \_\_\_\_\_

Invitation to Bid Number 2025-1-06

Page 1 of 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)
<b>LOT 1 - MOTORCYCLE TIRES</b>									
1	90/100/R10 (MC)		1 piece						
2	90/90/R12 (MC)		1 piece						
3	90/80/R14 (MC)		9 pieces						
4	90/90/R14 (MC)		2 pieces						
5	80/90/R14 (MC)		2 pieces						
6	100/80/R14 (MC)		9 pieces						
7	70/90/R17 (MC)		6 pieces						
8	80/90/R17 (MC)		6 pieces						
9	3.00/R17 (MC)		3 pieces						
10	110/70/R17 (MC)		1 piece						
11	110/90/R17 (MC)		3 pieces						
12	150/70/R17 (MC)		1 piece						
13	80/100/R18 (MC)		1 piece						
14	90/90/R18 (MC)		1 piece						
15	2.75/R18 (MC)		8 pieces						
16	4.10/R18 (MC)		2 pieces						
17	90/90/R19 (MC)		3 pieces						
18	2.75/R21 (MC)		2 pieces						
19	3.0/R21 (MC)		2 pieces						
<b>LOT 2 - HIGHWAY TERRAIN TIRES</b>									
20	175/70/R13		8 pieces						
21	195/R14								
<b>SUB-TOTAL</b>									

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)
22	195/R14C		4 pieces						
23	195/R15		12 pieces						
24	205/70/R15		4 pieces						
25	205/65/R15		98 pieces						
26	235/70/R15		44 pieces						
27	205/65/R16		24 pieces						
28	235/60/R16		104 pcs						
29	205/70/R16		8 pieces						
30	235/65/R16		8 pieces						
31	235/70/R16		16 pieces						
32	265/70/R16		16 pieces						
33	215/55/R17		8 pieces						
34	235/65/R17		8 pieces						
35	255/60/R18		16 pieces						
	<b>LOT 3 - ALL-TERRAIN TIRES</b>								
36	315/70/R17		12 pieces						
37	L+315/70/R17		8 pieces						
38	265/70/R17		12 pieces						
39	265/65/R17		36 pieces						
40	245/70/R17		8 pieces						
41	225/70/R17		12 pieces						
42	285/70/R17		8 pieces						
43	265/55/R19		8 pieces						
44	255/45/R20		8 pieces						
	<b>LOT 4 - TRUCKS/ BUS TIRES</b>								
45	8.25/R16		6 pieces						
								<b>SUB-TOTAL</b>	

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)
46	7.50/R16LT		24 pieces						
47	215/70/R17.5		12 pieces						
48	235/75/R17.5		6 pieces						
49	12R/22.5		12 pieces						
	<b>LOT 5 - BATTERIES</b>								
50	75LN3		29 pieces						
51	2SMF		25 pieces						
52	370LN3		19 pieces						
53	3SMF		38 pieces						
54	2D		8 pieces						
55	DIN110		10 pieces						
56	DIN55		3 piece						
57	DIN66		6 pieces						
58	DIN66L		6 pieces						
59	DIN66H		6 pieces						
60	85DL6L-MF		1 piece						
61	YTX4L-BS		19 pieces						
62	YTX5L-BS		3 pieces						
63	GTZ6V		2 pieces						
64	YB5L		1 piece						
65	YTZ6V		3 pieces						
66	YTX7A-BS		2 pieces						
67	APBTZ4L		1 piece						
								<b>SUB-TOTAL</b>	
	T O T A L (in figures):								<b>₱</b>
	AMOUNT IN WORDS:								

*\*Indicate the brand name of the item being offered.*

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.: 2025-1-06**

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]*

## **Framework Agreement**

KNOW ALL MEN BY THESE PRESENTS:

This Agreement made and entered into by and between [name of PROCURING ENTITY] of the Philippines with office address at \_\_\_\_\_, represented herein by its \_\_\_\_\_, and hereinafter referred to as the “THE PROCURING ENTITY”.

and

[name of SUPPLIER], a duly registered entity existing under the laws of the Philippines, with postal address at \_\_\_\_\_, represented by its \_\_\_\_\_ hereinafter referred to as the “THE SUPPLIER”,

WITNESSETH, that:

WHEREAS, THE PROCURING ENTITY decided to use Framework Agreement on its procurement project \_\_\_\_\_;

WHEREAS, this Agreement is for the option to purchase of goods determined to be necessary and desirable to address and satisfy the needs of THE PROCURING ENTITY but by its nature, use or characteristic, the quantity and/or exact time of need cannot be accurately pre-determined;

WHEREAS, THE PROCURING ENTITY has the option to purchase the items provided in the Framework Agreement List, attached and made an integral part of this Agreement as provided in Article I, on a date and time to be determined in the Call-Off to be issued for such purpose by THE PROCURING ENTITY; and

WHEREAS, THE SUPPLIER which passed the eligibility screening conducted by THE PROCURING ENTITY, shall maintain and update the eligibility requirements during period of this Agreement and shall honor all obligations under this Framework Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

### **Article I GENERAL CONSIDERATIONS**

1. This Framework Agreement is an option contract. THE PROCURING ENTITY is given the option to either purchase the identified items in the Framework Agreement or not to purchase at all. The discretion to exercise the option falls solely with THE PROCURING ENTITY. THE SUPPLIER may not require or demand for the latter to purchase the items in the Framework Agreement List.



2. In this Framework Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract which is attached thereto and made and integral part thereof.
3. The following documents shall be deemed to form and be read and construed as part of this Agreement:
  - (a) the Supplier's Bid, including the Technical and Financial Proposals, and all other documents/statements submitted (e.g. bidder's response to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity's bid evaluation;
  - (b) the Framework Agreement List and the Technical Specifications;
  - (c) the General Conditions of Contract;
  - (d) the Special Conditions of Contract;
  - (e) the Performance Security or Performance Securing Declaration;
  - (f) the Procuring Entity's Notice to Execute Framework Agreement;
  - (g) Mini Competition, when necessary; and
  - (h) Call-Offs.

## **Article II DURATION**

The term of this Agreement shall be from \_\_\_\_\_ to \_\_\_\_\_ unless sooner revoked by both parties.

## **Article III CONSIDERATION**

For the consideration of one peso (Php 1.00), THE PROCURING ENTITY have the option to purchase any or all of the items in the Framework Agreement List through the issuance of Call-off and THE SUPPLIER commits to deliver the goods and performe the services subject to the conditions of the Call-off.

## **Article IV PERFECTION OF PROCUREMENT CONTRACT**

The Framework Agreement being an option contract, a procurement contract is perfected only when THE PROCURING ENTITY exercises the option to procure any item from the Framework Agreement List through the issuance of a Call-off

## **Article V OBLIGATION TO ANSWER A CALL-OFF**

Once THE PROCURING ENTITY issues a Call-off, THE SUPPLIER is bound to deliver the goods or perform the services identified at the time and date specified in the Call-off.

Failure on the part of THE SUPPLIER to deliver goods or perform the services shall warrant forfeiture of performance security or performance securing declaration and imposition of liquidated damages as provided for in the Guidelines on use of Framework Agreement by all Procuring Entities without prejudice to all other applicable sanctions.  
GPPB Resolution No. 27-2019, dated 10 December 2019 page 19 of 20

**Article VI**  
**TERMS AND CONDITIONS**

The terms and conditions of this Framework Agreement shall be governed by Guidelines on the Use of Framework Agreement by all Procuring Entity and all relevant issuance of the GPPB.

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

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

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

## 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 *Supply and Delivery of Tires and Batteries* 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 *Supply and Delivery of Tires and Batteries* 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.

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

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

**[Jurat]**

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

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

## 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/manufacture/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years for the second offense, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
  - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
    - i. Procuring Entity has no claims filed against the contract awardee;
    - ii. It has no claims for labor and materials filed against the contractor; and
    - iii. Other terms of the contract; or
  - b. replacement by the 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].

<i>[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]</i>
<i>[Insert signatory's legal capacity]</i> 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)	

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

Business Name : \_\_\_\_\_  
 Business Address: \_\_\_\_\_

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

*Note: This statement shall be supported with:  
 1 Notice of Award or Notice to Proceed  
 2 Contract or Purchase Order issued by the owner*

Submitted by : \_\_\_\_\_  
 (Print Name and Signature)  
 Designation : \_\_\_\_\_  
 Date : \_\_\_\_\_



**STATEMENT IDENTIFYING BIDDER'S SINGLE LARGEST CONTRACT COMPLETED WITHIN THE YEAR 2020  
TO PRESENT WHICH IS SIMILAR IN NATURE**

Business Name : \_\_\_\_\_

Business Address: \_\_\_\_\_

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

*Note: This 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 : \_\_\_\_\_  
(Print Name and Signature)  
Designation : \_\_\_\_\_  
Date : \_\_\_\_\_

## SEALING AND MARKING OF BID ENVELOPES



