

Republic of the Philippines  
DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT  
FIELD OFFICE CARAGA  
CAPITOL SITE, BUTUAN CITY

# **PHILIPPINE BIDDING DOCUMENTS**

**PROCUREMENT OF FUEL THROUGH  
FLEET CARD SYSTEM FOR DSWD  
FIELD OFFICE CARAGA VEHICLES,  
MOTORCYCLE AND GENERATOR SETS  
FOR C.Y. 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***

**Department of Social Welfare and Development**  
Field Office Caraga  
Butuan City

## **INVITATION TO BID FOR PROCUREMENT OF FUEL THROUGH FLEET CARD SYSTEM FOR DSWD FIELD OFFICE CARAGA VEHICLES, MOTORCYCLE AND GENERATOR SETS FOR C.Y. 2025**

1. The Department of Social Welfare and Development – Field Office Caraga, through the *General Appropriations Act for C.Y. 2025* intends to apply the sum of **Two Million Four Hundred Ninety-Nine Thousand Sixty Pesos (Php2,499,060.00)** being the ABC to payments under the contract for **PROCUREMENT OF FUEL THROUGH FLEET CARD SYSTEM FOR DSWD FIELD OFFICE CARAGA VEHICLES, MOTORCYCLE AND GENERATOR SETS FOR C.Y. 2025**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The Department of Social Welfare and Development – Field Office Caraga now invites bids for the above Procurement Project. **The duration of the contract will be for a period of One (1) year, or upon utilization of the total budget allotted, whichever comes first.** Bidders should have completed, within five (5) 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 Department of Social Welfare and Development – Field Office Caraga and inspect the Bidding Documents at the address given below during office hours 8:00 am to 5:00 pm.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **February 6, 2025 – February 25, 2025, before 9:30 am,** 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 Only (Php5,000.00)***. The Procuring Entity shall allow the bidder to present its proof of payment for the fees and ***it may present in person, by facsimile, or through electronic means.***
6. The Department of Social Welfare and Development – Field Office Caraga will hold a Pre-Bid Conference on **February 13, 2025, 2:00 p.m.** at Conference Hall, Pahigayon Building, DSWD Field Office Caraga, Capitol Site Compound, Butuan City and/or

through video conferencing or webcasting via *Google Meet* with details stated below, which shall be open to prospective bidders.

**Google Meet Link:** [meet.google.com/qkt-qasg-hqv](https://meet.google.com/qkt-qasg-hqv)

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **February 25, 2025, 9:30 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 25, 2025, 10:00 a.m.** at Conference Hall, Pahigayon Building, DSWD Field Office Caraga, Capitol Site Compound, Butuan City and/ via ***Google Meet*** with details stated below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

**Google Meet Link:** [meet.google.com/ygr-ijuk-mmf](https://meet.google.com/ygr-ijuk-mmf)

10. The Department of Social Welfare and Development – Field Office Caraga reserves the right to reject 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:  
  
Elizabeth C. Lipa  
Head, BAC Secretariat  
DSWD Field Office Caraga Capitol Site, Butuan City  
Contact No. 0917-651-7458  
Email address: [bac.focrg@dswd.gov.ph](mailto:bac.focrg@dswd.gov.ph)
12. You may visit the following websites:

For downloading of Bidding Documents: *caraga.dswd.gov.ph/category/procurements*  
*or notices.philgeps.gov.ph*

*February 6, 2025*

**JEAN PAUL S. PARAJES**  
Chairperson  
Bids and Awards Committee

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

### **1. Scope of Bid**

The Procuring Entity, Department of Social Welfare and Development – Field Office Caraga wishes to receive Bids for the **PROCUREMENT OF FUEL THROUGH FLEET CARD SYSTEM FOR DSWD FIELD OFFICE CARAGA VEHICLES, MOTORCYCLE AND GENERATOR SETS FOR C.Y. 2025**, with **PROJECT IDENTIFICATION NUMBER 25-01-0136**.

The Procurement Project (referred to herein as “Project”) is composed of one (1) lot, 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 C.Y. 2025 in the amount of **Two Million Four Hundred Ninety-Nine Thousand Sixty Pesos (Php2,499,060.00)**.

2.2. The source of funding is:

a. NGA, *the General Appropriations Act for C.Y. 2025*.

### **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 exceeding those allowed under the rules may participate pursuant to:
  - i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
  - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
  - iii. When the Goods sought to be procured are not available from local suppliers; or
  - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
  - a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
  - b. For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding: the Bidder should comply with the following requirements:
    - 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 Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that:

- a. 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 at Conference Hall, Pahigayon Building, DSWD Field Office Caraga, Capitol Site Compound, Butuan City and/or through videoconferencing/webcasting} 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 two (2) 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 e.
  - b. For Goods offered from abroad:
    - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
    - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

### 13. Bid and Payment Currencies

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

### 14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration<sup>1</sup> 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 until *120 calendar 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 one copy of the first and second components of its Bid.

The Procuring Entity may request additional two (2) 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 at its physical address 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

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<sup>1</sup> In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

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 BAC shall immediately conduct a detailed evaluation of all Bids rated “*passed*,” using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case 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**

- 20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

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

- 21.1. The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.

*[Include the following clauses if Framework Agreement will be used:]*

- 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.

## *Section III. Bid Data Sheet*

<b>ITB Clause</b>	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> <li>a. Procurement of Fuel through Fleet Card System.</li> <li>b. completed within five (5) years prior to the deadline for the submission and receipt of bids.</li> </ul>
7.1	Subcontracting is not allowed.
12	The price of the Goods shall be quoted DDP <i>in Philippine Pesos</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> <li>a. The amount of not less than <b><u>PhP49,981.2</u></b> (2%) <i>of ABC</i>, 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 <b><u>PhP124,953.00</u></b> (5%) <i>of ABC</i> if bid security is in Surety Bond.</li> </ul>
19.1	All forms must be submitted using the prescribed format provided by the Procuring Entity and completed without any alterations to their format, and no substitute form shall be accepted. All blank spaces shall be filled in with the information requested.
19.3	Project will be awarded as one contract.
20.2	<p>The following additional documents must be submitted during post-qualification:</p> <ul style="list-style-type: none"> <li>a) Current Monthly Tax Payments – tax paid within six (6) months prior to the submission of bids;</li> </ul> <p>The Service Provider shall conduct a comprehensive system demonstration during the post-qualification assessment phase. This demonstration will serve to validate the system's compliance with the specified technical requirements.</p>
21.2	<i>No further requirements</i>

## ***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**.

### **3. Performance Security**

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

### **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***

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 <i>at DSWD Field Office Caraga, R.Palma St., Butuan City</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the services at their destination.”</p> <p>The Provision of Services shall be made by the Service provider in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative on the Project Site is <u><b>Mr. Vinnes V. Lastimado</b></u>.</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> <ul 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> <li>d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</li> <li>e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</li> </ul>
	<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>Transportation –</b></p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p>
	<p><b>Regular and Recurring Services –</b></p> <p>“The contract for regular and recurring services shall be subject to renewal subject to the Guidelines on Renewal of Regular and Recurring Services under Appendix 37 of the 2016 revised IRR of RA No. 9184 which includes the performance evaluation of the service provider on the requirements under Section VII. Technical specifications.”</p>
2.2	<i>Advance payment is not allowed. Payment shall be made on a monthly basis.</i>
4	<p>The inspections and tests that will be conducted are:</p> <ol style="list-style-type: none"> <li>1. System Demonstration shall be conducted by the Service Provider during post-qualification assessment.</li> </ol>

## ***Section VI. Schedule of Requirements***

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

<b>Item Number</b>	<b>Description</b>	<b>Total Quantity</b>	<b>Delivered, Weeks/Months</b>
1	<b>DIESEL FUEL – 3,285 Liters for 12 months</b>	<b>39,420 liters</b>	Delivery of new cards must be within fifteen (15) calendar days from receipt of NTP
2	<b>GASOLINE FUEL – 20 Liters for 12 months</b>	<b>240 liters</b>	<p>The Fleet Card System must also be installed within fifteen (15) calendar days from receipt of NTP.</p> <p>The duration of the contract will be for a period of One (1) year, or upon utilization of the total budget allotted, whichever comes first</p>

### ***CONFORMED BY:***

\_\_\_\_\_  
Name of Company/Bidder

Signature over Printed Name of Representative

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

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

*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 services offered.*

<b>Item</b>	<b>Specification</b>	<b>Statement of Compliance</b>
	<b>A. FUEL REQUIREMENT</b>	
	<b><i>DIESEL FUEL</i></b> <ul style="list-style-type: none"> <li>- Conforming to current Department of Energy (DOE) Standards on Petroleum Products – Automotive Diesel Oil.</li> </ul>	
	<b><i>GASOLINE FUEL</i></b> <ul style="list-style-type: none"> <li>- With a minimum Research Octane Number (RON) of 95, compliant with the current Department of Energy (DOE) standards for unleaded petroleum products.</li> </ul>	
	<b>B. FLEET CARD SYSTEM REQUIREMENTS</b>	
	Fleet Card must have the following embossed on each card: <ul style="list-style-type: none"> <li>a. Company Name: DSWD Caraga</li> <li>b. Card Number:</li> <li>c. Vehicle Plate Number:</li> <li>d. Expiry Date:</li> </ul>	
	Fleet cards must be rigorously protected against hacking, fraud, and unauthorized use. Safeguards should also be in place to prevent transaction tampering, illegal cloning, copying, counterfeiting, and the accidental deletion or manipulation of fleet records.	
	The Fleet Card system should have a web-based program for data tracking or monitoring reflecting DSWD’s detailed and summarized transactions.	
	Regular Fleet Card must have the following control features: <ul style="list-style-type: none"> <li>• Product restrictions</li> <li>• Can be deactivated and/or reactivated upon request</li> <li>• Vehicle Specific option</li> <li>• Fleet Cards can be used in any of the Fleet affiliated service stations of the Service Provider</li> </ul>	
	Administrator Fleet Card must have the following control features: <ul style="list-style-type: none"> <li>• Product Restrictions</li> <li>• Can be deactivated and/or reactivated upon request</li> <li>• Fleet Cards can be used in any of the Fleet affiliated service stations of the supplier</li> </ul>	
	<b>C. FLEET CARD SITES AND ACCESSIBILITY</b>	

	<p>The Service Provider shall have/provide:</p> <ul style="list-style-type: none"> <li>• A minimum of 20 fleet card stations across Mindanao, including at least 5 stations in Butuan City.</li> <li>• The list of all stations/sites offering fleet card services.</li> </ul>	
	<b>D. FLEET CARD SERVICES</b>	
	One (1) fleet card shall be issued per vehicle. (see Annex “A” for list of vehicles)	
	Two (2) administrator fleet cards should be issued for emergency purposes for Diesel and Gasoline.	
	Increase and decrease of vehicles under fleet card program are allowed subject to existing procurement laws.	
	Only the vehicle indicated in the fleet card shall be allowed to avail of fuel. Alternatively, administrator fleet cards can be used by other vehicles, but only in emergencies, subject to the approval of the Head of the Administrative Division-General Services Section (AD-GSS).	
	<b>E. FLEET CARD REPORTS</b>	
	<p>Provide the following reports, such as but not limited to:</p> <ul style="list-style-type: none"> <li>• Fuel transaction details and analysis</li> <li>• Fuel consumption report</li> </ul>	
	Reports can be accessed and downloaded through the internet website/portal.	
	Availability of internet web module for DSWD authorized personnel through secured log-on access.	

**CONFORMED BY:**

\_\_\_\_\_  
Name of Company/Bidder  
Signature over Printed Name of Representative  
Date: \_\_\_\_\_

## **OTHER TERMS AND CONDITIONS OF THE CONTRACT**

### **A. DELIVERY**

1. Delivery of new cards must be within fifteen (15) calendar days from receipt of NTP.
2. The cards must be ready for use within 24 hours upon delivery.
3. Replacement cards must be delivered within fifteen (15) calendar days upon receipt of report/request.
4. Additional cards must be delivered within fifteen (15) calendar days upon request.
5. All cards shall be delivered to the DSWD Field Office Caraga, located at R. Palma Street, Brgy. Dagohoy, Butuan City, upon receipt of notice from the DSWD.
6. Computer Program / System must also be installed within 15 days from receipt of NTP.

### **B. FLEET CARD BILLING & PAYMENT SYSTEM**

1. Price per liter should be the current retail price on the day of withdrawal.
2. Cashless purchase of fuel products.
3. The service provider shall issue proof of purchase for every transaction.
4. The billing system should be computer generated.
5. Issuance of Billing Statements to DSWD shall be within fifteen (15) calendar days after the end of the applicable billing month, accompanied by a report (electronic and/or signed printed copy). Billing Statement must be on a per vehicle basis. Late payment due to the delay of receipt of the Billing Statement should not be ground for suspension of the fleet card.
6. All details in the SOA should be complete and accurate.
7. Monthly Billing Cycle.
8. Proof of purchase shall be issued for every transaction.
9. During the contract implementation, discount per liter offered by the bidder shall be applied to the pump price per liter at the time of purchase.
10. The amount per liter of fuel to be charged to DSWD shall be based on the pump price at the time of purchase, provided however that the pump price is within the prevailing market/retail/pump price as published in the DOE website.
11. Payment period is within thirty (30) calendar days upon receipt of the complete and correct billing documents as required by DSWD.
12. Payment is VAT inclusive.
13. All duties, excise tax, and other taxes and revenue charges, if any, shall be for the Awardee's account. All transactions are subject to withholding of creditable Value Added Tax (VAT) per Revenue Regulation No. 10-93, and local tax regulations adopted by the LGU per SP Ordinance No. 2235-2000 are presumed to be included in the computation of the price.

### **C. OTHERS**

1. Fleet card transactions can be processed in fleet card sites in remote areas with no available internet connection and telephone line.
2. Card fees, joining fees and other charges shall be free of charge/waived.
3. No handling fees.
4. No minimum monthly purchase/consumption.
5. Please see **Annex "A"** for the type of vehicle and petroleum type used for each service vehicle.
6. The service provider shall allow including in the fleet card program additional or new service vehicles.

### **D. DUTIES AND RESPONSIBILITIES OF THE FLEET SERVICE PROVIDER**

1. Provide/dispense fuel products to DSWD vehicles as indicated in **Annex "A"**.
2. Within fifteen (15) calendar days upon issuance of Notice to Proceed (NTP), the Supplier shall:
  - Provide DSWD Field Office Caraga with the fuel card
  - Provide web-based program/application account for data tracking or monitoring, which reflects the monthly purchases of DSWD Field Office Caraga service vehicles.
3. Allow the supply of gasoline and diesel to all service vehicles of the DSWD Field Office Caraga enrolled/listed in the Fleet Card Program in all of its fleet card sites.
4. Service station/branch shall load fuel only to the vehicle indicated in the fleet card and administrative card (plate number, petroleum products, i.e. gasoline or diesel).
5. Transaction slip/receipt/invoice shall be issued every time fuel is withdrawn.
6. Statement of Account (SOA) shall be accurate with the receipt/invoice issued by the service station.
7. Ensure that the fleet card transaction slip/invoice accurately reflects all purchases charged to the fleet card.
8. Supply of fuels shall be made by the Service Provider in accordance with the terms specified in the Fuel Fleet Card Services Requirements.
9. Replacement of dilapidated/worn-out fleet cards shall be within fifteen (15) calendar days from receipt of report/request.
10. Issuance of the corresponding Official Receipt on payments made by DSWD Field Office Caraga.
11. The Fleet Card Service Provider shall be responsible for dispensing and always ensuring the availability of the following estimated volume or quantity in all branches of its stations for a period of one (1) year.
12. The Fleet Card Service Provider shall provide additional fuel cards, if necessary, upon written request of the DSWD Field Office Caraga under the same terms and conditions without cost to DSWD.
13. Conduct an orientation for the designated drivers/personnel of the General Services Section regarding the use of fleet cards upon delivery.



14. Provide updates to DSWD Field Office Caraga in case a new gasoline station is added by the company.

#### **E. TERMS OF PAYMENT**

1. Payment shall be computed at actual consumption based on prevailing pump prices at the time of withdrawal.
2. The Service Provider shall submit a Statement of Account (SOA) or Billing Statement detailing actual consumption for each billing cycle, with no minimum consumption requirement, as the basis for payment. SOA should be submitted to the Procuring Entity within fifteen (15) calendar days after the preceding month. The SOA should contain the following information:
  - Date and Time of Purchase
  - Vehicle Plate No.
  - No. of liters
  - Name of Driver
  - Fuel Card No.
3. Payment will be made on a monthly basis upon submission of the service provider of its Statement of Account/billing statement, availability of cash and reconciliation of pertinent documents, as follows:
  - Statement of Account generated from the Fleet Card System
  - Trip Ticket issued by the Entity
  - Transaction Slip/ Receipt copy of the driver
  - Inspection and Acceptance Report issued by the Entity
4. Processing of the Statement of Account shall be for a period of two (2) weeks. The certificate of tax withheld is available in the Accounting Division after the 10th working day of each month.

#### **CONFORMED BY:**

\_\_\_\_\_  
Name of Company/Bidder

Signature over Printed Name of Representative

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

**MATRIX FOR FLEET CARD SYSTEM OF DSWD FIELD OFFICE CARAGA**  
(12 Months Duration or upon full consumption whichever comes first)

Item No.	Vehicle Plate No.	Vehicle Type/Model	Brand	Estimated Liters per Month	Fuel Type / Product restriction
1	S2T822	HI-ACE COMMUTER	Toyota	250	Diesel
2	1501-271570	HI-ACE GRANDIA	Toyota	250	Diesel
3	1501-271567	CONQUEST	Toyota	155	Diesel
4	SND 1227	L300	Mitsubishi	150	Diesel
5	SND 1220	L300	Mitsubishi	150	Diesel
6	1501-456054	HI-ACE COMMUTER	Toyota	250	Diesel
7	SAB 4410	D-MAX	Isuzu	165	Diesel
8	SND 1505	NISSAN URVAN	Nissan	250	Diesel
9	SKD 244	D-MAX	Isuzu	165	Diesel
10	1312-430211	PRADO	Toyota	150	Diesel
11	SAA 2637	MONTERO	Mitsubishi	150	Diesel
12	131206	HINO WING VAN	Hino	300	Diesel
13	S8X138	INNOVA	Toyota	150	Diesel
14	1312-433447	CLOSED VAN	JAC	300	Diesel
15	131207	HI-ACE VAN (AMBULANCE)	Toyota	50	Diesel
16	150107	INNOVA	Toyota	50	Diesel
17	131207	HI-ACE VAN (AMBULANCE)	Toyota	50	Diesel
18	150107	INNOVA	Toyota	50	Diesel
19	SCB 1102	MOBILE COMMAND TRUCK	FAW	50	Diesel
20	SJS 254	TOYOTA HILUX	Toyota	100	Diesel
21	SA 10370	XRM125 Motorcycle	Honda	15	Gasoline
22	n/a	2 units - Generator Set (Gasoline)	n/a	5	Gasoline
23	n/a	4 units - Generator Set (Diesel)	n/a	100	Diesel
<b>TOTAL</b>				<b>3,305 L</b>	

*Note: The unit price will be determined based on the prevailing retail pump price of petroleum fuels, including gasoline and diesel, within the Caraga region, as indicated in the Department of Energy's (DOE) price monitoring reports.*

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

### **Notes on the Checklist of Technical and Financial Documents**

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

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

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

# Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE

### *Class “A” Documents*

#### Legal Documents

- ☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);  
**and**
- ☐ (b) BIR Certificate of Registration

#### Technical Documents

- ☐ (c) 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**
- ☐ (d) 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**
- ☐ (e) 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**
- ☐ (f) Conformity with the Technical Specifications, which include production/delivery schedule (conformance of Section VI: Schedule of Requirements), manpower requirements, and/or after-sales/parts, if applicable; **and**
- ☐ (g) 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

- ☐ (h) 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**
- ☐ (i) 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*

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

**or**

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

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

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

**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).

**Bid Form for the Procurement of Goods**  
*[shall be submitted with the Bid]*

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**BID FORM**

Date : \_\_\_\_\_  
 Project Identification No. : \_\_\_\_\_

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

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/deliver/perform]* *[description of the Goods]* 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.

*[Insert this paragraph if Foreign-Assisted Project with the Development Partner:*

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 Amount and Purpose of  
 of agent Currency 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 for and behalf of: \_\_\_\_\_

Date:

## **Bid Securing Declaration Form**

*[shall be submitted with the Bid if bidder opts to provide this form of bid security]*

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REPUBLIC OF THE PHILIPPINES)

CITY OF \_\_\_\_\_) S.S.

### **BID SECURING DECLARATION** **Project Identification No.: [Insert number]**

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any 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 (Revised)

*[shall be submitted with the Bid]*

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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 [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;

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

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by 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 responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:

- a. Carefully examining all of the Bidding Documents;
- b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
- c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
- d. Inquiring or securing 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.

*[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]*

*[shall be submitted with the Bid if bidder is offering goods from within the Philippines]*

Name of Bidder \_\_\_\_\_ Project ID No. \_\_\_\_\_ Page \_\_\_\_ of \_\_\_\_

[illegible]

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

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

# STATEMENT OF ONGOING GOVERNMENT & PRIVATE CONTRACTS INCLUDING CONTRACTS AWARDED BUT NOT YET STARTED

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

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

Name of Bidder /Location Project Cost	a. Owner Name b. Address c. Telephone Nos.	Nature of Work	Bidder's Role		a. Date Awarded b. Date Started c. Date of Completion	% of Accomplishment		Value of Outstanding Works/Uncompleted Portion
			Description	%		Planned	Actual	
<u>Government</u>								
<u>Private</u>								
*Continue in a separate sheet if necessary.						Total Cost		

Note: This statement shall be supported with:

- 1 Notice of Award and/or Contract
- 2 Notice to Proceed issued by the owner
- 3 Certificate of Accomplishments signed by the owner or Project Engineer

Submitted by : \_\_\_\_\_  
(Printed Name and Signature)

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

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

## STATEMENT OF SINGLE LARGEST COMPLETED CONTRACTS

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

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

Name of Bidder /Location Project Cost	d. Owner Name e. Address f. Telephone Nos.	Nature of Work	Bidder's Role		d. Date Awarded e. Date Started f. Date of Completion	% of Accomplishment		Value of Outstanding Works/Uncompleted Portion
			Description	%		Planned	Actual	
<u>Government</u>								
<u>Private</u>								
*Continue in a separate sheet if necessary.						Total Cost		

Note: This statement shall be supported with:

- 1 Notice of Award and/or Contract
- 2 Notice to Proceed issued by the owner
- 3 Certificate of Accomplishments signed by the owner or Project Engineer

Submitted by : \_\_\_\_\_  
(Printed Name and Signature)

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

