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Department of Social Welfare and Development
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BIDDING DOCUMENT

**Hiring of Technical Service Provider for the Service Repair
and Preventive Maintenance of the Specialized Machineries of the
Mechanized Production System at the National Resource
and Logistics Management Bureau**

ITB No. GOP/21-DSWD-040

(PR No. 2021100636)



OCTOBER 2021

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Procurement of GOODS

Government of the Republic of the Philippines

Sixth Edition
July 2020

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Section I. Invitation to Bid

INVITATION TO BID FOR

Hiring of Technical Service Provider for the Service Repair and Preventive Maintenance of the Specialized Machineries of the Mechanized Production System at the National Resource and Logistics Management Bureau

ITB No. GOP/21-DSWD-040
(PR No. 2021100636)

1. The **Department of Social Welfare and Development (DSWD)**, through the **National Resource and Logistics Management Bureau – NRO Current Funds 2022** intends to apply the sum of **One Million One Hundred Forty-Eight Thousand Four Hundred Pesos (PhP1,148,400.00)**, being the Approved Budget for the Contract (ABC) to payments under the contract for **Hiring of Technical Service Provider for the Service Repair and Preventive Maintenance of the Specialized Machineries of the Mechanized Production System at the National Resource and Logistics Management Bureau**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **DSWD** now invites bids for the above Procurement Project. Delivery of the Goods and/or Services shall be in accordance with Section VI (Schedule of Requirements). 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 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

4. Prospective bidders may obtain further information from **DSWD – Bids and Awards Committee (BAC) Secretariat** and inspect the Bidding Documents at the address given below from **Monday to Friday at 8:00 a.m. to 5:00 p.m.**
5. A complete set of Bidding Documents may be acquired by interested bidders on **29 October 2021 to 19 November 2021** from given address and website/s below and

upon payment of the applicable fee for the Bidding Documents, in the amount of **Two Thousand Five Hundred Pesos (PhP2,500.00)**. The DSWD shall allow the bidder to present its proof of payment for the fees in person.

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

6. The DSWD will hold a Pre-Bid Conference on **5 November 2021, 11:30 a.m.**, at the **Procurement Management Service (PMS) Conference Room, 2nd/F Mahusay Bldg. BAC Secretariat Conference Room 2nd Floor, DSWD Central Office, IBP Road, Constitution Hills, Quezon City**, and/or through video conferencing or webcasting via **google meet**, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address as indicated below, on or before **19 November 2021, 09:00 AM**. 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 **19 November 2021, 11:30 a.m.**, at the **Procurement Management Service (PMS) Conference Room, 2nd/F Mahusay Bldg. Bac Secretariat Conference Room 2nd Floor, DSWD Central Office, IBP Road, Constitution Hills, Quezon City** and/or through video conferencing via **google meet**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. To facilitate the immediate implementation of the procurement of this Project, the DSWD shall proceed with the conduct of **Early Procurement Activities (EPA)**, pursuant to Section 7.6 of the 2016 Revised IRR of RA 9184, Section 19 of the General Provisions of the FY2022 National Expenditure Program (NEP) and Government Procurement Policy Board (GPPB) Resolution No. 14-2019 dated 17 July 2019
11. The DSWD 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 Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
12. For further information, please refer to:

THE CHAIRPERSON

Bids and Awards Committee

c/o BAC Secretariat

2nd Floor Mahusay Bldg, DSWD Central Office

IBP Road, Constitution Hills, 1126 Quezon City

Email Address: bacsec@dswd.gov.ph

Fax No. (02) 8951-7116

Telephone Nos. (02) 8931-8101 to 07 VoIP 10090 and 10197

13. You may visit the following websites:

For downloading of Bidding Documents: www.philgeps.gov.ph or www.dswd.gov.ph

29 October 2021

(ORIGINAL SIGNED)
ATTY. PAUL ANTHONY A. TACORDA
Director III and
Bids and Awards Committee Vice-Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **DSWD** wishes to receive Bids for the Hiring of Technical Service Provider for the Service Repair and Preventive Maintenance of the Specialized Machineries of the Mechanized Production System at the National Resource and Logistics Management Bureau with Project Identification Number **ITB No. GOP/21-DSWD-040**.

The Procurement Project is for the “**Hiring of Technical Service Provider for the Service Repair and Preventive Maintenance of the Specialized Machineries of the Mechanized Production System at the National Resource and Logistics Management Bureau**” 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 **NRO Current Funds 2022** in the amount of **One Million One Hundred Forty-Eight Thousand Four Hundred Pesos (PhP1,148,400.00)**.

2.2. The source of funding is NGA, the National 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 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.
- 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.

- 7.2. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

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 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 5 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 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 One Hundred Twenty (120) calendar days from the date of opening of bids. 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 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 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 may be. 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. 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**.

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause							
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p>a. Similar contracts shall refer to Hiring of Technical Service Provider for the Service Repair and Preventive Maintenance of the Specialized Machineries of the Mechanized Production System at the National Resource and Logistics Management Bureau.</p> <p>b. Completed within five (5) years prior to the deadline for the submission and receipt of bids.</p>						
7.1	Subcontracting is not allowed.						
12	The price of the Goods shall be quoted DDP at the delivery sites indicated in Section VI (Schedule of Requirements) 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> <p>a. The amount of not less than <u>Twenty-Two Thousand Nine Hundred Sixty-Eight Pesos (PhP 22,968.00)</u>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;</p> <p>b. The amount of not less than <u>Fifty-Seven Thousand Four Hundred Twenty Pesos (PhP 57,420.00)</u>, if bid security is in Surety Bond.</p>						
15	Each Bidder shall submit one (1) original and one (1) copy of the first and second components of its Bid. Forms provided in Section IX (Bidding Forms) must be completed without any alterations to their format, and no substitute form shall accepted.						
19.3	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Particulars</th> <th style="text-align: center;">Quantity</th> <th style="text-align: center;">ABC (in PHP)</th> </tr> </thead> <tbody> <tr> <td>Hiring of Technical Service Provider for the Service Repair and Preventive Maintenance of the Specialized Machineries of the Mechanized Production System at the National Resource and Logistics Management Bureau</td> <td style="text-align: center;">1 lot</td> <td style="text-align: right;">1,148,400.00</td> </tr> </tbody> </table>	Particulars	Quantity	ABC (in PHP)	Hiring of Technical Service Provider for the Service Repair and Preventive Maintenance of the Specialized Machineries of the Mechanized Production System at the National Resource and Logistics Management Bureau	1 lot	1,148,400.00
Particulars	Quantity	ABC (in PHP)					
Hiring of Technical Service Provider for the Service Repair and Preventive Maintenance of the Specialized Machineries of the Mechanized Production System at the National Resource and Logistics Management Bureau	1 lot	1,148,400.00					
20.1	The Lowest Calculated Bid (LCB) or Single Calculated Bid (SCB) as the case may be, shall submit the following additional documents during the Post-Qualification Stage:						

	<ol style="list-style-type: none"> 1. Latest income tax returns (ITR) are those covering the immediately preceding year while latest business tax returns (BTR) are those filed for the last six (6) months preceding the date of bid submission, and paid through the Electronic Filing and Payment System (eFPS) of the BIR. 2) Updated PhilGEPS Certificate of Platinum Membership, in case the said document was not submitted during the opening of bids; 3) The Service Provider shall submit their company profile including the following: <ol style="list-style-type: none"> a. Company Information and Contact Details; b. Management Directory, Workforce and Manpower Qualifications; c. Company Overview / Industry / Information; d. Background, Development / Accomplishments and Present Conditions; e. List of Clients and their Information; f. Registrations, Certificates and Licenses; and g. Approach, Work Plan, and Schedule 4) Original and duly notarized certification from the Service Provider stating that it has done at least three (3) successful projects involving the quoted services with certifications and proof of satisfactory performance issued by its previous or existing clients;
21.1	No further instruction.

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 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 VII (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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>Delivery and Documents –</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>For Goods supplied from abroad: The delivery terms applicable to the Contract are DDP delivered as indicated in Section VI (Schedule of Requirements). In accordance with INCOTERMS.</p> <p>For Goods supplied from within the Philippines: The delivery terms applicable to this Contract are as indicated in Section VI (Schedule of Requirements). 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 and Services 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 defined in Section VI (Schedule of Requirements)</p>
	<p>Incidental Services –</p> <p>The Supplier is required to provide all the required services, including additional services, if any, specified in Section VI. Schedule of Requirements.</p> <p>The Contract price for the Goods/ Services 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>Spare Parts –</p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <ol style="list-style-type: none"> a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and b. in the event of termination of production of the spare parts: c. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and

	<p>d. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.</p> <p>The spare parts and other components required, if any, are listed in Section VI (Schedule of Requirements) and the cost thereof are included in the contract price.</p>
	<p>Packaging –</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>
	<p>Transportation –</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,</p>

	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>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>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	The terms of payment shall be accordance to the “Terms of Payment” indicated in Section VI. Schedule of Requirements.
4	No further instruction.

Section VI. Schedule of Requirements

Schedule of Requirements

Hiring of Technical Service Provider for the Service Repair and Preventive Maintenance of the Specialized Machineries of the Mechanized Production System at the National Resource and Logistics Management Bureau

SCHEDULE OF SERVICES:

Bagging Machine	NROO PERSONNEL		SERVICE PROVIDER						
	(G) Daily	(S) Weekly	(Q) Every 3 mos.	(M) Monthly	(TR) Quarterly	(SM) Six Months	(A) Annual	(BI)	(TY) Two Years
Gear Box					✓				
Machine		✓							
Agitator					✓				
Carpet					✓				
Scraper				✓					
Air Reservoir				✓					
Pliers Group		✓							
Supports									
Jaws					✓				
Regulating Filter		✓		✓	✓	✓			
Pneumatic Cylinder			✓						
Variable Speed Unit		✓				✓	✓		
Reducer					✓	✓	✓	✓	
Bearing Support							✓		
Accumulator Shaft				✓					
Hydraulic Plant				✓			✓		
Hydraulic Cylinder			✓						
Vertical Sealing Bar	✓								
Horizontal Sealing Bar	✓								
Control Panel	✓			✓			✓		

Chainvey	NROO PERSONNEL		SERVICE PROVIDER						
	(G) Daily	(S) Weekly	(Q) Every 3 mos.	(M) Monthly	(TR) Quarterly	(SM) Six Months	(A) Annual	(BI)	(TY) Two Years
Drive Unit	✓								
Turnaround Unit	✓								
Discharge Unit	✓								
Conveyor Piping	✓								
Inlets	✓								
Chain / Discs	✓								
Floor Ceiling Support	✓	✓							
Tension Switch		✓							
Solenoid Valve				✓					
Sight -Glass	✓			✓					
Sprocket	✓	✓		✓					

Case Erector	NROO PERSONNEL		SERVICE PROVIDER						
	(G) Daily	(S) Weekly	(Q) Every 3 mos.	(M) Monthly	(TR) Quarterly	(SM) Six Months	(A) Annual	(BI)	(TY) Two Years
Air Filter	✓								
Mist Mixer				✓					
Vacuum Cup		✓		✓					
Vacuum Generator				✓					
Chains and Chain Sprocket		✓							
Connecting Bearing				✓					
PVC Belts				✓	✓		✓		
Gears		✓							
Cylinder		✓		✓					
Pipes						✓			
Screws		✓							

Carton Sealer	NROO PERSONNEL		SERVICE PROVIDER						
	(G) Daily	(S) Weekly	(Q) Every 3 mos.	(M) Monthly	(TR) Quarterly	(SM) Six Months	(A) Annual	(BI)	(TY) Two Years
Leveling adjustment screw				✓					
Power switch (ON/OFF)		✓							
Upper tape head mechanism	✓	✓		✓					
Lower tape head mechanism	✓	✓		✓					
Upper tape head driving belt		✓		✓					
Lower tape head driving belt		✓		✓					
Upper tape head driving motor				✓	✓	✓			
Lower tape head driving motor				✓	✓	✓			
Height adjustment crank handle					✓				
carton guide rail		✓		✓					
Width adjustment knob		✓		✓					
Guide wheel				✓					
Guide wheel adjustment knob				✓					
Height rule gauge				✓	✓	✓			
Knife		✓		✓	✓				
Rubber roller		✓		✓	✓				

Instrumentation	NROO PERSONNEL		SERVICE PROVIDER						
	(G) Daily	(S) Weekly	(Q) Every 3 mos.	(M) Monthly	(TR) Quarterly	(SM) Six Months	(A) Annual	(BI)	(TY) Two Years
Check weigher	✓			✓			✓		
Control panel	✓			✓			✓		
Scoreboard	✓			✓			✓		
Human Machine Interface (HMI)	✓			✓			✓		
Sensor	✓			✓			✓		

CONTRACT DURATION:

The contract shall commence from the receipt of Notice to Proceed (NTP) until December 31, 2022 or until such time that the awarded budget has been fully consummated, whichever comes first.

TERMS OF PAYMENT:

1. Original invoices/billing statement for payment of the maintenance services rendered must be submitted to DSWD NRLMB in order to process the payment on a monthly basis.
2. The contract price for the service rendered will be based on the Terms of Reference/Proposal submitted by NRLMB inclusive of all applicable taxes.

3. Payment shall be made fifteen (15) to thirty (30) days upon inspection and final acceptance by DSWD, as within the contract duration and any additional payment shall not be charge against DSWD NRLMB not specified in this TOR.

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Date: _____

*****THIS DOCUMENTS MUST BE ATTACHED TO THE TECHNICAL SPECIFICATIONS*****

Section VII. Technical Specifications

Technical Specifications

Hiring of Technical Service Provider for the Service Repair and Preventive Maintenance of the Specialized Machineries of the Mechanized Production System at the National Resource and Logistics Management Bureau

DSWD Technical Specification	Bidder's Specification¹
<p style="text-align: center;">COMPETENCE AND QUALIFICATION</p> <p>1. The Service Provider shall have a proven track record of providing technical support and assistance in the field of production plant equipment/machineries such as conveyors, gear motors, bagging machines, Programmable Logic Controller (PLC), sensors and other related components in terms of production.</p> <p>2. They shall employ highly-skilled and competently experienced key personnel, who poses at least Vocational Diploma / Short Course Certificate on Engineering (Mechanical) or equivalent, each with a minimum 1-year work experience on Machine Operations related to Manufacturing/Production or equivalent ensuring adequate staffing needs are met at any given time.</p> <p style="text-align: center;">SCOPE OF WORK</p> <p>A. Mechanical Preventive Maintenance</p> <p>1. Ensures operation of machinery and mechanical equipment by completing preventive maintenance requirement on motors, conveyor systems, and</p>	

¹ **IMPORTANT NOTE:** Detailed Specifications must be provided. 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 subject to the applicable laws and issuances.

<p>production machines; following diagrams, sketches, operation manuals, manufacturer's instructions and engineering specifications; and troubleshoot malfunctions;</p> <ol style="list-style-type: none"> 2. Identify sources of problems by observing mechanical devices in operations; diagnosing and analyzing the problems; using precision measuring and testing instruments; 3. Removes defective parts through proper use of dismantling devices; using hoists, cranes, hand and power tools; examining form and texture of parts; 4. Determines changes in dimensional requirement of parts by inspecting used parts; using rulers, calipers, micrometers and other measuring instruments; 5. Increase automation and life expectancy of assets to eliminate premature replacement of parts; 6. Identify equipment/parts for immediate repairs or age of replacement and reduce cost of repairs especially in secondary failure; 7. Controls downtime by informing production workers of routine preventive maintenance techniques; monitoring compliance; 8. Fabricates spare parts by using machine shop instrumentation and equipment; 9. Maintains equipment, parts and supplies inventories by checking stock to determine inventory level; anticipating needed equipment, parts and supplies; placing and expediting orders; verifying receipts; 10. Conserves maintenance resources by using equipment and supplies as needed to accomplish job results; 11. Provides mechanical maintenance information by answering queries and requests; 12. Prepares mechanical maintenance reports by collecting, analyzing and summarizing information and trends; 13. Maintain continuity among work teams by documenting and communicating actions, irregularities and continuing needs; 	
--	--

14. Improvement of quality and safety condition, quality assurance in service, parts and preventive maintenance schedule;
15. Maintains safe and clean working environment by complying with procedures, rules and regulations; and,
16. Contributes to team effort by accomplishing related results as needed.

B. Electrical Preventive Maintenance

1. Schedule and undertake periodic maintenance on all electrical equipment, components and installations;
2. Provide prompt response to inquiries whenever there is a breakdown and resolve the issue as quickly as possible;
3. Ensure that equipment is in good working order to prevent disruption of activities;
4. Installation of new electrical components and fittings as needed;
5. Recommend replacement for old or faulty electrical components or fittings to the management;
6. Provision of compiled based maintenance techniques such as;
 - a. Vibration analysis of gear box motor to determine misalignment, unbalance, mechanical looseness, gear wear, broken teeth and bearing wear by using Vibrometer.
 - b. Oil analysis to prevent gearbox failure and oil contamination.
 - c. Thermography of heat using Thermal Imagers to capture heat-based images and overheating often signals impending breakdown.
 - d. Electrical effects and penetrants report
7. Assist in forecasting requirements, creating a budget and scheduling expenses for the electrical department;
8. Working in collaboration with the production team to formulate the best cost-effective manufacturing process;
9. Troubleshoot machine breakdowns and provide preventive maintenance services;

10. Provision of free training programs for the DSWD machine operators/technical staff to acquire new learnings and skills pertaining to proper maintenance of the machineries.
11. Provide competent, responsible technical people from the service provider in time of production;

C. Instrumentation Preventive Maintenance

1. The service provider shall calibrate all instrumentation devices on a monthly basis to ensure they show the right value.
2. The service provider shall regularly check or control loop checks.
3. The service provider shall check/inspect physical instrumentation on a monthly basis on the valves, transmitter or membrane to pinpoint physical problems and identify problems earlier.
4. The service provider should train NRLMB technical staff on basic equipment and instrumentation functionality and proper equipment inspection.

Other Provisions:

1. The service provider shall maintain and service the Mechanized Production System and Equipment listed on the proposal in accordance with schedule of services described at the interval specified therein.
2. The service provider shall give priority in its service or within 24-hours to repair, other remedial maintenance and maintaining of facilities for the replacement of parts to restore to its normal service.
3. The service provider shall check the whole system and make necessary tests to ensure that all circuits and time setting devices are properly set-up and functional. *Refer to Schedule of Services*

<ol style="list-style-type: none"> 4. Service maintenance and/or testing may include, without limitation, lubrication, adjustments, testing and commissioning, and replacement of parts and components deemed necessary by NRLMB. 5. The service provider shall maintain a reasonable stock of spare parts and supplies to service the mechanized machine for which are no longer commercially available and have to be specifically manufactured for the said equipment. 6. The service provider shall conduct at least a monthly schematic safety meeting with NRLMB technical. 7. The service provider shall assign a Technical Staff to be stationed at the NROC Mechanized Production System (upon request). 8. The service provider must submit a monthly maintenance service report which serves as a baseline data for any adjustment needed or innovation; 9. The service provider shall submit a service report within 24 hours upon completion of any activity conducted; 10. The service provider shall assist in forecasting requirements, creating a budget and scheduling expenses for the machine components; 11. The service provider shall work in collaboration with the production team to formulate the best cost effective manufacturing process; 12. The service provider shall provide free training programs for the DSWD machine operators/technical staff to acquire new learnings and skills pertaining to the proper use and maintenance of the electrical/electronic and mechanical components of machineries; 	
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13. The service provider shall provide technical employees with information and provide Personal Protective Equipment (PPE) necessary in compliance with Occupational Safety and Health Standards (OSHS-DOLE as amended 1989) and procedures.
14. The service provider shall provide for the essential tools, gauges, meters, diagnostic equipment, computers, machinery, vehicles, spare parts, and consumables which includes lubricants and other petroleum products, cleaning agents, electrical pipes, and the like, necessary for the conduct of Preventive Maintenance on the machineries; and,
15. All materials must be approved by the end-user prior to installation

CALLBACK SERVICES:

1. The service provider shall implement an emergency callback service upon receipt of notice from NRLMB at any hour of a regular working day. The equipment must be visited or attended within 24 hours upon receipt of notice from NRLMB or as soon as technical staff of the service provider is available when urgent action is required.
2. The Technical staff of NRLMB will provide a copy of report describing any details of unsatisfactory running or irregularities of mechanized machine to the respective technical staff of service provider.
3. The service provider must submit monthly maintenance service report which served as baseline data for any necessary report or innovation.

ACCOUNTABILITIES:

1. The service provider is liable for losses and/or damages to persons or property due to the fault and negligence of the service provider during the conduct of its service. Service Provider shall assume sole

<p>responsibility for payment / replacement of damaged spare parts, payment of parts taxes, social security benefits/insurance coverage and the like that are payable by service provider.</p> <ol style="list-style-type: none">2. The service provider hereto agrees that their technical staff may be subjected to an on-the spot search/inspection by NRLMB's security guards-on-duty whenever entering and/or leaving the premises.3. NRLMB agrees to defend, negotiate and hold harmless service provider, its technical staff, employees and third party agents for any and all losses, damages, legal or non-legal, arising out of any interruption in electrical or mechanical services.4. Service provider must maintain insurance for its own employees or technical staff against all claims that it may be responsible such as accident or damages.5. The foregoing warranty and conditions shall apply only to any replaced product or to any repaired, parts, or components supplied/provided by service provider or manufacturer, together with the workmanship as provided herein;<ol style="list-style-type: none">a. The services furnished shall be free from defects in workmanship and material.b. Service provider accountability under this warranty is limited to the repair or replacement, at its opinion; of any part that, within ninety (90) days after installation and acceptance.c. In the event of repairs of any part/s of the machineries, warranty will thereafter continue and remain in force only for the unexpired period of the warranty. The time taken for repair and in transit whether under the service warranty or otherwise shall not be excluded from the service warranty period.6. Machineries shall not be obstructed, moved, or removed without the prior consent of NRLMB, who shall maintain exclusive	
--	--

<p>ownership of all replaced parts, component segments, and waste materials produced thereof, from the repair and maintenance of the Mechanized Production System; and,</p> <p>7. The service provider shall surrender replaced parts/components and waste materials to the end-user.</p>	
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Name of Bidder: _____

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

***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 (Schedule of Requirements), 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.

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

- (n) *[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.
- (o) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

II. FINANCIAL COMPONENT ENVELOPE

- (p) Original of duly signed and accomplished Financial Bid Form; **and**
- (q) Original of duly signed and accomplished Price Proposal Form; **and**
- (r) Original of duly signed and accomplished Price Schedule(s).

Section IX. Bidding Forms

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Date: _____	44
Bank Guarantee Form for Advance Payment	51
Certification from Insurance Commission	52
Statement of All On-Going Government and Private Contracts, Including Contracts Awarded but Not Yet Started, Whether Similar or Not Similar in Nature and Complexity to the Contract to be Bid	53
Statement of Single Largest Completed Contract (SLCC) Similar to the Contract to be Bid	54

Bid Form

Date: _____
Invitation to Bid 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.

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: _____

Price Schedule for Goods Offered from Within the Philippines

Date: _____
 Invitation to Bid No.: _____

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation 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)

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Price Schedule for Goods Offered from Abroad

Date: _____
 Invitation to Bid No.: _____

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Price Proposal Form

Date: _____
 Invitation to Bid No.: _____

**HIRING OF TECHNICAL SERVICE PROVIDER FOR THE SERVICE
 REPAIR AND PREVENTIVE MAINTENANCE OF THE SPECIALIZED
 MACHINERIES OF THE MECHANIZED PRODUCTION SYSTEM AT
 THE NATIONAL RESOURCE AND LOGISTICS MANAGEMENT
 BUREAU**

Particulars	Quantity	Total Price <i>(in Phil Peso)</i>
Hiring of Technical Service Provider for the Service Repair and Preventive Maintenance of the Specialized Machineries of the Mechanized Production System at the National Resource and Logistics Management Bureau	1 Lot	
TOTAL CONTRACT PRICE:		

Name of Bidder: _____

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

Bid Securing Declaration Form

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.

BID SECURING DECLARATION Invitation to Bid 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]

Contract Agreement Form

CONTRACT AGREEMENT

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:
 - i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
 - ii. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;
 - iii. Performance Security;
 - iv. Notice of Award of Contract; and the Bidder’s conforme thereto; and
 - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**

3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.
4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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.

[Insert Name and Signature]	[Insert Name and Signature]
[Insert Signatory's Legal Capacity]	[Insert Signatory's Legal Capacity]
for:	for:
[Insert Procuring Entity]	[Insert Name of Supplier]

Acknowledgment

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

Omnibus Sworn Statement

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

AFFIDAVIT

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

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

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

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

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

[If a sole proprietorship:] As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [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]

Bank Guarantee Form for Advance Payment

To: *[name and address of PROCURING ENTITY]*
[name of Contract]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause **Error! Reference source not found.** of the General Conditions of Contract to provide for advance payment, *[name and address of Supplier]* (hereinafter called the "Supplier") shall deposit with the PROCURING ENTITY a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[bank or financial institution]*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the PROCURING ENTITY on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding *[amount of guarantee in figures and words]*.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the PROCURING ENTITY and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

Certification from Insurance Commission

NOTE: Use this template for the required “Certification from the Insurance Commission”, which shall accompany surety bonds issued for purposes of Bid Security and Performance Security.

[Insurance Commission Letterhead]

CERTIFICATION

This is to certify that [insert Name of Insurance Company] is an authorized insurance company and licensed to transact general insurance business in the Philippines for such lines as Fire, Marine, Casualty and Surety under [insert Certificate of Authority Number] effective [insert date of period of effectivity], unless sooner revoked or suspended for cause.

It is certified, moreover, that [insert Name of Insurance Company] is likewise authorized under Administrative Order No. 30 to underwrite and issue Performance Bonds, Bidder’s Bonds, and Surety Bonds, callable on demand in favor of the various agencies and instrumentalities of the government pursuant to the Revised Implementing Rules of RA.9184.

It is further certified that [insert Name of Insurance Company] issued a surety bond under [insert Bond No.] to [insert Name of Service Provider or Supplier] in favor of **Department of Social Welfare and Development** in the amount of [insert amount] for the [insert Name of the Project].

This certification is issued upon the request of [insert Name of the Authorized Representative] of [insert Name of Insurance Company], pursuant to Section 39.2(c) of the Revised Implementing Rules and Regulations of RA9184.

Issued on the [insert date] in [insert Place].

For the Insurance Commissioner

[insert name of Authorized Representative]

[insert Position and Office]

Paid under [insert Official Receipt No.]

Statement of All On-Going Government and Private Contracts, Including Contracts Awarded but Not Yet Started, Whether Similar or Not Similar in Nature and Complexity to the Contract to be Bid

Business Name: _____

Business Address: _____

A. Government

Nature of Contract (Project Title)	a. Owner's Name	Project Cost	Bidder's Role		a. Date Awarded	% of Accomplishment		Value of Outstanding Works (Undelivered Portion)
	b. Address		Description	%	b. Date Started	Planned	Actual	
	c. Contact Nos.				c. Target Date of Completion			
1.	a.				a.			
	b.				b.			
	c.				c.			
2.	a.				a.			
	b.				b.			
	c.				c.			

B. Private

Nature of Contract (Project Title)	a. Owner's Name	Project Cost	Bidder's Role		a. Date Awarded	% of Accomplishment		Value of Outstanding Works (Undelivered Portion)
	b. Address		Description	%	b. Date Started	Planned	Actual	
	c. Contact Nos.				c. Target Date of Completion			
1.	a.				a.			
	b.				b.			
	c.				c.			
2.	a.				a.			
	b.				b.			
	c.				c.			

Note: The following documents must be available upon request of the Bids and Award Committee (BAC) or designated Technical Working Group (TWG) during Post-Qualification to support this statement: (a) Contract or Purchase Order, (b) Official Receipt(s) or Sales Invoice or (c) User's Certificate of Acceptance/Completion

Name of Bidder: _____

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

Statement of Single Largest Completed Contract (SLCC)² Similar to the Contract to be Bid

Business Name: _____

Business Address: _____

Nature of Contract (Project Title)	a. Owner's Name	Project Cost	Bidder's Role		a. Date Awarded
	b. Address		Description	%	b. Date Started
	c. Contact Nos.				c. Date Completed
	a.				a.
	b.				b.
	c.				c.

Note: *The following documents must be attached to support this statement: (a) Official Receipt(s) or Sales Invoice or (b) User's Certificate of Acceptance/Completion*

Name of Bidder: _____

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

² The Bidder must have completed, within the period specified in the Invitation to Bid and ITB Clause 5.3, of the Bid Data Sheet, a single contract that is similar to the project to be bid, equivalent to a percentage (%) of the ABC specified in ITB Clause 5.3 of the Instruction to Bidders.

