

#### AFP RETIREMENT AND SEPARATION BENEFITS SYSTEM

424 Capinpin Ave. Camp General Emilio Aguinaldo, Quezon City

### PHILIPPINE BIDDING DOCUMENTS

# Procurement of Survey Services for the Relocation of Various Lots in Bansud, Oriental Mindoro

June 2022

Government of the Republic of the Philippines

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#### **Preface**

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines for use by any branch, constitutional commission or office, agency, department, bureau, office, or instrumentality of the Government of the Philippines, National Government Agencies, including Government-Owned and/or Controlled Corporations, Government Financing Institutions, State Universities and Colleges, and Local Government Unit. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract or Framework Agreement, as the case may be; (ii) the eligibility requirements of Bidders; (iii) the expected contract or Framework Agreement duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (iv) the obligations, duties, and/or functions of the winning bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the "name of the Procuring Entity" and "address for bid submission," should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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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



#### AFP RETIREMENT AND SEPARATION BENEFITS SYSTEM

424 Capinpin Ave., Camp General Emilio Aguinaldo, Quezon City

Invitation to Bid for the Procurement of Survey Services for the Relocation of Various Lots in Bansud, Oriental Mindoro

- 1. The *AFPRSBS*, through the *Corporate Budget for CY 2022* intends to apply the sum of *Three Hundred Seventy Thousand Pesos (Php 370,000.00)* being the ABC to payments under the contract for *Procurement of Survey Services for the Relocation of Various Lots in Bansud, Oriental Mindoro*. Bids received in excess of the ABC shall be automatically rejected at bid opening.
- 2. The AFPRSBS now invites bids for the Procurement of Survey Services for the Relocation of Various Lots in Bansud, Oriental Mindoro. Delivery of the Goods is required by One (1) year. Bidders should have completed, within Two (2) 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.
  - a. 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 *AFPRSBS* and inspect the Bidding Documents at the address given below from 8:00 a.m. to 5:00 p.m., Monday to Friday.
- 5. A complete set of Bidding Documents may be acquired by interested Bidders on 14 June 2022 from the given address and websites 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 Hundred Pesos (Php 500.00). The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person, by facsimile, or through electronic means
- 6. The *AFPRSBS* will hold a Pre-Bid Conference on *21 June 2022, 2:00 p.m.* at AFPRSBS Boardroom, AFPRSBS Building, 424 Capinpin Avenue, Camp Aguinaldo, Quezon City, which shall be open to prospective bidders.
- 7. Bids must be duly received by the BAC Secretariat or before 10:30 am, *04 July 2022* through (i) manual submission at the office address indicated below, (ii) online or electronic submission to this e-mail address: rsbsafpbac@gmail.com. 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 *04 July 2022*, *10:30 am* at AFPRSBS Boardroom, AFPRSBS Building, 424 Capinpin Avenue, Camp Aguinaldo, Quezon City. Bids will be opened in the presence of the bidders' representatives who choose to attend at the address below. Late bids shall not be accepted.
- 10. The *AFPRSBS* reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
- 11. For further information, please refer to:

#### MARIA GRACITA C. GARCIA

BAC Secretariat
AFPRSBS
AFPRSBS Building, 424 Capinpin Avenue,
Camp General Emilio Aguinaldo, Quezon City
rsbsafpbac@gmail.com
Tel. Nos. (02)89121858 / (02)89124686
www.afprsbs.com

12. You may visit the following website:
For downloading of Bidding Documents.
www.afprsbs.com and PhilGEPS website

13 June 2022

RODERICK A LUNA

Chairperson
Bids and Awards Committee

# Section II. Instructions to Bidders

#### 1. Scope of Bid

The Procuring Entity, AFP Retirement and Separation Benefits System wishes to receive Bids for the Procurement of Survey Services for the Relocation of Various Lots in Bansud, Oriental Mindoro.

The Procurement Project (referred to herein as "Project") is the deliver of *Survey Services for the Relocation of Various Lots in Bansud, Oriental Mindoro*, the details of which are described in Section VII (Technical Specifications).

#### 2. Funding Information

- 2.1. The GOP through the source of funding as indicated below for *CY 2022* in the amount of *Three Hundred Seventy Thousand Pesos (Php 370,000.00)*.
- 2.2. The source of funding is:
  - a. Board-Approved Corporate Budget for CY 2022 (Corporate Operating Budget).

#### 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 **ITB** by the BAC through the issuance of a supplemental or bid bulletin.

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

#### 4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

#### 5. Eligible Bidders

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

- 5.2. Foreign ownership limited to those allowed under the rules may participate in this project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to 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

The Procuring Entity has prescribed that subcontracting is not allowed.

#### 8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time at AFPRSBS Boardroom, AFPRSBS Building, 424 Capinpin Avenue, Camp Aguinaldo, Quezon City as indicated in paragraph 6 of the **ITB**.

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

#### 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 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 **20 October 2022**. 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. Submission by Electronics or Online Means

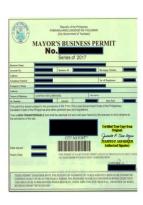
17.1 All procurement related documents to include the eligibility requirements and bid proposals may be submitted electronically to this e-mail address <a href="mailto:rsbsafpbac@gmail.com">rsbsafpbac@gmail.com</a> on or before the closing date and time specified in the Bidding Documents as published in the Philippine Government Electronic Procurement System (PhilGEPS). The electronic documents must be sent

through the <u>bidder's valid company e-mail account</u> or through the <u>e-mail address of the bidder's duly authorized representative</u>.

- 17.2 The receipt of electronic submission shall be acknowledged by the AFPRSBS BAC Secretariat through an e-mailed reply from the official AFPRSBS e-mail account <a href="mailto:rsbsafpbac@gmail.com">rsbsafpbac@gmail.com</a>. A Bid receipt page for the official time of submission as well as the e-mail acknowledgment of the submission shall be printed by the AFPRSBS BAC representative for reference and audit trail.
- 17.3 Bid documents to be submitted through electronic means must be saved in two (2) separate compressed archive folders in "WinRAR" or "ZIP" archive format. These should be sent simultaneously to the <a href="rsbsafpbac@gmail.com">rsbsafpbac@gmail.com</a>. The first compressed archived folder which shall contain the technical component of the bid, including the eligibility requirements under Section 23.1 of the IRR for the procurement of Goods and Infrastructure Projects shall be labeled as "Technical Bid", while the second compressed archived folder which shall contain the financial component of the bid shall be labeled as "Financial Bid".
- 17.4 The electronic Bidding Documents contained in each of the compressed archive folders must be <u>password-protected</u>. The passwords for accessing the files will be disclosed by the bidders' duly authorized representatives to the AFPRSBS BAC Secretariat only during the actual bid opening which will be done face-to-face through videoconferencing using Google Meet. The invite for the videoconferencing shall be sent to the bidder's valid company e-mail account and/or e-mail address of the bidder's duly authorized representative.
- 17.5 Electronic Bidding Documents not in compressed archive folders and are not password-protected, shall be rejected. However, submitted bids that are not properly compressed and not password-protected may be accepted provided that the bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The BAC shall assume no responsibility for the misplacement of the contents of improperly compressed or not password-protected folder, or for its premature opening.
- The Bidding Documents to be submitted through electronic means should be <u>scanned</u> <u>copies of the original documents</u> in PDF/JPEG file format. Each scanned document must bear the markings "<u>Certified True Copy from Original</u>" <u>duly signed by the bidder's authorized signatory</u>. Each document must be saved in PDF/JPEG file format using this <u>file name format</u>: "<u>Name of Bidder Title of the Original Document"</u>. Examples are shown below:







File Name:

File Name:

File Name:

ABC Company -

ABC Company -

ABC Company -

- 17.7. As with manual submission, Bidders may modify or withdraw their electronic bid submission at any time before the deadline for the submission and receipt of bids. Where a bidder modifies its Bid, it shall not be allowed to retrieve its original Bid and shall only be allowed to send another Bid equally secured, properly identified, and labeled as "Technical Bid Modification" and "Financial Bid Modification". The time indicated in the latest Bid receipt page generated shall be the official time of submission. Electronic bids submitted after the deadline shall not be accepted.
- 17.8. Electronic Bidding Documents, including the eligibility requirements under Section 23.1 of the IRR, submitted after the deadline shall not be accepted by the BAC Secretariat. The BAC Secretariat shall generate a Bid receipt page for the official time of late submission which should be saved and printed for reference and audit trail. The BAC Secretariat shall likewise record in the minutes of bid submission and opening, the bidder's name, its representative and the time the late bid was submitted.

#### 18. Opening and Preliminary Examination of Bids

- 18.1 The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **ITB**. The Bidders' representatives who are present shall sign a register evidencing their attendance.
  - 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.
- 18.2 The preliminary examination of bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

#### 19. Domestic Preference

19.1 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.

#### 20. Detailed Evaluation and Comparison of Bids

- 20.1 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
- 20.2 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.
- 20.3 The Project shall be awarded One Project having several items that shall be awarded as one contract.
- 20.4 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.

#### 21. Post-Qualification

21.1 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**.

#### 22. Signing of the Contract

22.1 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	For this purpose, contracts similar to the Project shall be:
	a. Rendering of survey services covering an area of not less than 20 hectares.
	b. Completed within (2) years prior to the deadlines for the submission and receipt of bids
7.1	Subcontracting is not allowed.
12	The price of the Goods quoted DDP Philippines or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:
	a. The amount of not less than <i>Seven Thousand Four Hundred Pesos</i> ( <i>Php 7,400.00</i> ), if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or
	b. The amount of not less than <i>Eighteen Thousand Five Hundred Pesos</i> ( <i>Php 18,500.00</i> ) if bid security is in Surety Bond.
20.1	No further instructions
21.1	No further instructions

Section IV.	General Coi	nditions o	f Contrac	't

#### 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 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.

accident to approximate of the contraction of the c	Section	V.	Special	<b>Conditions</b>	of	<sup>c</sup> Contract
--	---------	----	---------	-------------------	----	-----------------------

**Special Conditions of Contract** 

~~~	Special Conditions of Contract
GCC	
Clause	
2.2	The terms of payment shall be as follows:
	a. An initial payment equivalent to <b>fifteen percent</b> (15%) of the contract price shall be made within seven (7) working days after the effective date of the work order.
	b. Additional payment equivalent to <b>sixty</b> ( <b>60</b> ) percent of the contract price shall be released upon installation of the lot monuments to be installed.
	c. Full payment of <b>twenty five percent</b> (25%) shall be released upon submission of the respective lot plans and certification of relocation survey.
	d. All payments shall be subject to expanded withholding taxes and other application taxes, and such other deductions as may be mutually agreed upon by both parties.

# 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.

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
1	Survey Services	Five (5) Lots	Five (5) Lots	Contract duration is Sixty (60) Calendar days

Section VII. Technical Specifications



#### AFP RETIREMENT AND SEPARATION BENEFITS SYSTEM

424 Capinpin Avenue, Camp Gen. Emilio Aguinaldo, Quezon City

#### **SPECIFICATIONS**

# PROCUREMENT OF SURVEY SERVICES FOR THE RELOCATION VARIOUS LOTS IN BANSUD, ORIENTAL MINDORO

#### 1.0 Introduction

The intent of this document is to outline the requirements of the project and to secure quotations from surveyors to undertake the **Survey Services for the Relocation Survey** of various agricultural lots located in Barangays Conrazon and Pag-Asa, Bansud, Oriental Mindoro, in accordance with Republic Act (R.A.) No. 9184 (The Government Procurement Reform Act) and its implementing Rules and Regulations.

#### 2.0 The Property

The properties are agricultural lots located at Barangay Conrazon and Pag-Asa, Bansud, Oriental Mindoro, with an approximately total area of **40.7612** hectares.

TCT No.	Lot No.	Area (Has.)	Remarks
1. 51383	1028	8.4700	
2. 51346	1031	8.5316	
3. 51381	1032	7.3013	Not covered by
4. 51338	1035	8.6429	CARP
5. 51345	1037	7.8154	

#### 3.0 The Project

- 3.1 The project covers the survey services for the relocation survey of the above mentioned lot with a total area of approximately 40.7612 hectares.
- 3.2 Respective lot monuments of the said lot.

Note: Interested bidders are required to conduct an ocular inspection of the project site to determine the actual site condition and verification of location of the lot

#### 4.0 Approved Budget for the Contract (ABC)

The procuring entity's Approved Budget for the Contract (ABC) is **Three Hundred Seventy Thousand and 00/100 (Php 370,000.00)**. The ABC is inclusive of value added tax, withholding tax, and other forms of taxes that may be imposed by the Philippine government and/or concerned government agencies in relation to the above project.

#### 5.0 Scope of Work

- 5.1 Relocation listed in para. 2.0
- 5.2 Installation of the corresponding monuments of the individual lots. Standard lot monuments (15 cm x 60 cm) shall be used.

#### 6.0 Deliverables

- 6.1 Report of the relocation survey of lots listed in para 2.0.
- 6.2 Individual lot plan of the subject lot.
- 6.3 Installation of lot monuments of the subject lot.

#### 7.0 Contract Duration

The Surveyor shall complete the relocation survey and submission of respective lot plans and installation of lot monuments for a period of **sixty (60)** calendar days.

#### 8.0 Terms of Payment

- 8.1 The terms of payment shall be as follows:
- 8.2 An initial payment equivalent to **fifteen percent (15%)** of the contract price shall be made within seven (7) working days after the effective date of the work order.
- 8.3 Additional payment equivalent to **sixty percent (60%)** of the contract price shall be released upon installation of the lot monuments to be installed.
- 8.4 Full payment of **twenty five percent (25%)** shall be released upon submission of the respective lot plans and certification of relocation survey.
- 8.5 All payments shall be subject to expanded withholding taxes and other application taxes, and such other deductions as may be mutually agreed upon by both parties.

#### 9.0 Evaluation Guidelines

Evaluation of bids shall be on the basis of the Lowest Calculated Responsive Bid pursuant to Section 32 under Rule IX, of the Implementing Rules and Regulations of RA 9184.

# 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);

#### <u>or</u>

(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;

#### <u>or</u>

Original copy of Notarized Bid Securing Declaration; and

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

(j) Original duly signed Omnibus Sworn Statement (OSS);

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

#### Financial Documents

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

#### <u>or</u>

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;

#### <u>or</u>

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

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

Section IX. Bidding Forms

#### **Bid Form**

	Invitation	Date: n to Bid N°:
To: [name and address of P.	rocuring Entity]	
Gentlemen and/or Ladies:		
numbers], the receipt of wh [supply/deliver/perform] [deliver/perform] [deliver/perform] [tellipse]	ich is hereby duly a escription of the Gootal Bid amount in v	acknowledged, we, the undersigned, offer to oods] in conformity with the said Bidding words and figures] or such other sums as may of Prices attached herewith and made part of
We undertake, if our delivery schedule specified in		o deliver the goods in accordance with the equirements.
If our Bid is accepted amounts, and within the time	-	provide a performance security in the form, idding Documents.
	rence source not fo	Validity Period specified in <u>BDS</u> provision <b>pund.</b> and it shall remain binding upon us and of that period.
Commissions or gratuit and to contract execution if v		to be paid by us to agents relating to this Bid, contract, are listed below:
Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
(if none, state "None"	·)	

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

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

We certify/confirm that we comply with the eligibility requirements as per **ITB** Clause **Error! Reference source not found.** of the Bidding Documents.

We likewise certify/confirm that the undersigned, [for sole proprietorships, insert: as the owner and sole proprietor or authorized representative of <u>Name of Bidder</u>, has the full

power and authority to participate, submit the bid, and to sign and execute the ensuing contract, on the latter's behalf for the <u>Name of Project</u> of the <u>Name of the Procuring Entity</u>] [for partnerships, corporations, cooperatives, or joint ventures, insert: is granted full power and authority by the <u>Name of Bidder</u>, to participate, submit the bid, and to sign and execute the ensuing contract on the latter's behalf for <u>Name of Project</u> of the <u>Name of the Procuring Entity</u>].

C	C	n each and every page of this Bid Form, including ground for the rejection of our bid.
Dated this	day of	20
[signature]		[in the capacity of]
Duly authorized to sig	n Bid for and on be	half of

#### For Goods Offered From Abroad

Name of Bidder				Invitation to	o Bid Number	Page _	of	
_				·				
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)
	ianatural				a the canas	ity of		_
	ignature] uly authori	ized to si	gn Bid f	or and on behalf o	the capac	иу 0]]		_

#### For Goods Offered From Within the Philippines

	Name of I	Bidder _			Invi	tation to Bi	id Number _	. Page of _	<u>_</u> .
1	2	3	4	5	6	7	8	9	10
em	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and Insurance and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)
									_
	[signature]				[in the	e capacity o	of]		

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

#### **Contract Agreement Form**

THIS AGREEMENT made the	•		_ between [name of
PROCURING ENTITY] of the Philippines	(hereinafter ca	alled "the Entity"	of the one part and
[name of Supplier] of [city and country of other part:	<i>Supplier]</i> (he	reinafter called "t	the Supplier") of the

WHEREAS the Entity invited Bids for certain goods and ancillary services, viz., [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] (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 shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the Supplier's Bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.* bidder's response to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity's bid evaluation;
  - (b) the Schedule of Requirements;
  - (c) the Technical Specifications;
  - (d) the General Conditions of Contract;
  - (e) the Special Conditions of Contract;
  - (f) the Performance Security; and
  - (g) the Entity's Notice of Award.
- 3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
- 4. The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

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

Signed, sealed, delivered by	the	(for the Entity)	
Signed, sealed, delivered by	the	(for the Supplier)	

#### **Omnibus Sworn Statement**

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

#### **AFFIDAVIT**

- I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:
  - 1. I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder];
  - 2. 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;
  - 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;
  - 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. 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;
  - 7. [Name of Bidder] complies with existing labor laws and standards; and
  - 8. [Name of Bidder] is aware of and has undertaken the following responsibilities as a Bidder:
    - a) Carefully examine all of the Bidding Documents;
    - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;

	c)	Made an estimate of the facilities available and needed for the contract to be bid if any; and
	d)	Inquire or secure Supplemental/Bid Bulletin(s) issued for the [Name of the Project].
9.	fee per	Tame of Bidder] did not give or pay directly or indirectly, any commission, amount e, or any form of consideration, pecuniary or otherwise, to any person or official rsonnel or representative of the government in relation to any procurement projec activity.
		ITNESS WHEREOF, I have hereunto set my hand this day of, 20 a, Philippines.
		Bidder's Representative/Authorized Signatory
by me Practic	cution things the cution the cuti	<b>DBSCRIBED AND SWORN</b> to before me this day of [month] [year] at [place fon], Philippines. Affiant/s is/are personally known to me and was/were identified rough competent evidence of identity as defined in the 2004 Rules on Notaria A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of governmention card used], with his/her photograph and signature appearing thereon, with no and his/her Community Tax Certificate No issued on at  Titness my hand and seal this day of [month] [year].
		NAME OF NOTARY PUBLIC  Serial No. of Commission  Notary Public for until  Roll of Attorneys No  PTR No [date issued], [place issued]  IBP No [date issued], [place issued]
Doc. N Page N Book I Series	No. <sub>-</sub> No.	
* This	for	rm will not apply for WB funded projects.

#### **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 ontract 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].

Signature and seal of the Guarantors

Yours truly,

[name of bank or financial institution]	
[address]	
[date]	

#### BID SECURING DECLARATION FORM

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

## **BID SECURING DECLARATION Invitation to Bid:** [Insert Reference 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 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 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;
  - (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'S AUTHORIZED REPRESENTATIVE] [Insert Signatory's Legal Capacity] Affiant

SUBSCRIBED AND SWORN to before me this day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notaria Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no and his/her Community Tax Certificate No issued on at				
Witness my hand and seal this day of [month] [year].				
NAME OF NOTARY PUBLIC Serial No. of Commission Notary Public for until Roll of Attorneys No PTR No [date issued], [place issued] IBP No [date issued], [place issued]				
Doc. No Page No Book No Series of				

