

# **PHILIPPINE BIDDING DOCUMENTS**

## **PUBLIC BIDDING FOR THE PROCUREMENT OF AUTOMOTIVE DIESEL OIL (DIESOLINE) FOR SAN PABLO MANUFACTURING CORPORATION (SPMC-2022-007)**

**Sixth Edition**

# 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***





**COCONUT INDUSTRY INVESTMENT FUND OIL MILLS GROUP  
SAN PABLO MANUFACTURING CORPORATION**

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Invitation to Bid No.: **SPMC-2022-007**

Date of Posting: 12 November 2022

**INVITATION TO BID**

**FOR THE PROCUREMENT OF AUTOMOTIVE DIESEL OIL (DIESOLINE) FOR  
SAN PABLO MANUFACTURING CORPORATION**

1. The Coconut Industry Investment Fund – San Pablo Manufacturing Corporation (SPMC), through the approved Corporate Budget for Year 2022 intends to apply the sum of **Nine Million Four Hundred Eighty-Six Thousand Pesos (Php 9,486,000.00) inclusive of all applicable government taxes**, being the Approved Budget for the Contract (ABC) to payments under the contract for **Procurement of 100,000 liters AUTOMOTIVE DIESEL OIL (DIESOLINE) of San Pablo Manufacturing Corporation**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The Coconut Industry Investment Fund – San Pablo Manufacturing Corporation (SPMC) now invites bids for the above Procurement Project. Delivery of the Goods as specified in the schedule of requirements. Bidders should have completed, within 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 (Instruction 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 citizen/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 Coconut Industry Investment Fund – San Pablo Manufacturing Corporation and inspect the Bidding Documents at the address given below during 9:00 A.M. to 4:00 P.M. (*except on Saturdays, Sundays and Holidays*).
5. A complete set of Bidding Documents may be acquired by interested Bidders on November 10, 2022 from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of TEN THOUSAND PESOS (PHP 10,000.00). 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. SPMC will hold the Pre-Bid Conference on **November 21, 2022, 10:00 A.M.** at CIIF-OMG, Rizal Conference, 16<sup>th</sup> Floor, Securities and Exchange Commission Headquarters (formerly UCPB Building), Makati Avenue, Makati City and/or through video conferencing or webcasting via *Zoom Application* (**Meeting ID: 822 3464 5681; Passcode: 360328**) which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **December 5, 2022, 12:00 P.M.** Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 14.
9. Bid opening shall be on **December 5, 2022, 1:30 P.M.** through a hybrid set-up, i.e., bidders may wish to participate through video conferencing via Zoom Application (**Meeting ID: 833 5999 2355**) or be physically present at CIIF-OMG, Rizal Conference Room 16th Floor Securities and Exchange Commission Headquarters (formerly UCPB Building), Makati Avenue, Makati City.
10. SPMC 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 Section 35.6 and 41 of the 2016 revised IRR of RA 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

Ms. Angelita G. Rapada  
Head, BAC Secretariat  
Coconut Industry Investment Fund – San Pablo Manufacturing Corporation  
16<sup>th</sup> Floor Securities and Exchange Commission Headquarter (formerly UCPB Building),  
Makati Avenue, Makati City  
Telephone Number: (632) 8892-2927  
Email Address: [arapada@ciif.ph](mailto:arapada@ciif.ph)

Signed on November 11, 2022



Al Matthew P. Umali  
Chairperson, Bids and Awards Committee

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

## **1. Scope of Bid**

The Procuring Entity, Coconut Industry Investment Fund – San Pablo Manufacturing Corporation wishes to receive Bids for the **Procurement of 100,000 Liter Automotive Diesel Oil (Diesoline) for San Pablo Manufacturing Corporation** with identification number **SPMC-2022-007**.

The Procurement Project (referred to herein as “Project”) is composed of **100,000 Liter Automotive Diesel Oil Diesoline for San Pablo Manufacturing Corporation** 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 **Nine Million Four Hundred Eighty-Six Thousand Pesos (Php 9,486,000.00) inclusive of all applicable government taxes**

The source of funding is the Approved 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 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.

a. 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:

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:

- b. Subcontracting is not allowed.

7.2 [If Procuring Entity has determined that subcontracting is allowed during the bidding, state:] The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in ITB Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.

7.3 [If subcontracting is allowed during the contract implementation stage, state:] The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in ITB Clause 5 to the implementing or end-user unit.

7.4 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 at **CIIF-OMG, Rizal Conference Room, 16<sup>th</sup> Floor Securities and Exchange Commission Headquarters (Formerly UCPB Building), Makati Avenue, Makati City** and/or through **video conferencing** 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 **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.

- ii. The price of other (incidental) services, if any, as listed in the **BDS**.

### **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 120days 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**



The Bidders shall submit on the specified date and time and either at its physical address submission as indicated in paragraph 7 of the **IB**.

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

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

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

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

## **18. Domestic Preference**

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

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

19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "passed," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 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:

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. *Not applicable*

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

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

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

## *Section III. Bid Data Sheet*

# Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ol style="list-style-type: none"> <li>a. Supply and Delivery of Petroleum, Oil or Lubricant (POL) Products.</li> <li>b. The bidder’s SLCC similar to the contract to be bid should have been completed within five (5) years prior to the deadline for the submission and receipt of bids. <i>(Use attached Annex “A-1”)</i></li> <li>c. The bidder’s SLCC should not include contracts with CIIF companies (Granexport Manufacturing Corporation, Legaspi Oil Company, Inc. and San Pablo Manufacturing Corporation.</li> </ol> <p>The Single Largest Completed Contract (SLCC) as declared by the bidder shall be verified and validated to ascertain such completed contract. Hence, bidders must ensure access to sites of such projects/equipment to Procuring Entity’s representatives for verification and validation purposes during post-qualification process.</p>
5.4	The bidder should have completed a single contract equivalent to at least 50% of the ABC or in the amount of <b>Php 4,743,000.</b>
7.1	<i>Sub-contracting is not allowed</i>
12	<b>Bid Price must be inclusive of all applicable government taxes</b>
12.1	<p>Bid Price shall follow the Index-based Pricing for Petroleum, Oil and Lubricant Products (ref. Appendix 22 of IRR 2016)</p> <ol style="list-style-type: none"> <li>1. The WPP* index shall be used in the procurement of the following products: <ol style="list-style-type: none"> <li>i. Petroleum, Unleaded or Regular Gasoline;</li> <li>ii. Automotive Diesel Oil</li> </ol> </li> <li>2. The Bid Price shall be determined by the prospective supplier’s bid, less discount given plus delivery cost pursuant to clause 7 of Appendix 22 of the Revised Guidelines on the Procurement of Petroleum, Oil and Lubricant Products. (GPPB Resolution No. 26-2019 dated 30 October 2019)</li> </ol> <p style="text-align: center;"><b><u>Bid Price = Bid – discount (if any) + Delivery Cost</u></b></p> <p style="text-align: center;"><b><u>Total Bid Price = Bid Price x Total Volume in liter</u></b></p> <p>Where:</p> <p style="margin-left: 40px;">Bid = price for Automotive Diesel Oil, peso/liter  Discount = Total reductions given by the Bidder, peso/liter  Delivery Cost = cost of fuel at delivery point (peso/liter or</p>

	<p style="text-align: center;">fixed)</p> <p><i>*WPP – Wholesale Posted Price</i></p> <p><i>Refers to the reference fuel prices individually set by local refiners and traders subject to periodic changes based on the movement in crude oil prices, foreign exchange, and all other costs without hauling charge, dealer’s mark-up and dealer’s E-VAT</i></p>
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> <ol style="list-style-type: none"> <li>1. The amount of not less than <b>Php 189,720.00</b> [2% of ABC], if bid security is in cash, cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>2. The amount of not less than <b>Php 474,300.00</b> [5% of ABC] if bid security is in Surety Bond.</li> </ol>
15	<p>Each Bidder shall submit one (1) original, one (1) duplicate and one (1) PDF file in USB copies of the first (technical) and second (financial) components of its bid. Documents to be submitted shall be properly tabbed and labeled.</p> <p>“Do not open before 11:00 A.M. December 1, 2022”</p>
19.3	<p>The Approved Budget for the Contract for the Procurement of 100,000 Liter Automotive Diesel Oil (Diesoline) is <b>Nine Million Four Hundred Eighty-Six Thousand Pesos (Php 9,486,000.00) inclusive of all applicable government taxes</b></p>
20.2	<p>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 the following documents during post-qualification:</p> <p>The bidder shall be required to submit the following eligibility documents during post-qualification:</p> <ol style="list-style-type: none"> <li>(a) Latest Income and business Tax Returns filed and paid through the BIR Electronic Filing and Payment System (eFPS)</li> <li>(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;</li> <li>(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</li> <li>(d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR); and</li> <li>(e) 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</li> <li>(f) Other appropriate licenses and permits required by law and stated in the BDS.</li> </ol>
21.1	<p><i>No further Instructions</i></p>

21.2	<i>No further instructions</i>
21.3	The contract shall be subject to the review and approval of the Office of the Government Corporate Counsel. Any of its ensuing comments, recommendations, or directives shall form part of the contract

## ***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 from the Procuring Entity but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184

## 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>SCOPE OF CONTRACT</p> <p>Delivery of the Goods (i.e., Automotive Diesel Oil) shall be made by the Supplier in accordance with the terms specified in Section VI. Schedule of Requirements. For purposes of this Clause, the Procuring Entity's Representatives at the Project Site are:</p> <p style="text-align: center;"><b>Name : Joemar Lozada</b>  <b>Mobile Number : 0915-590-85-57</b>  <b>Email Address: jlozada@ciif.ph</b></p> <p style="text-align: center;"><b>Name : Nathaniel Andal</b>  <b>Mobile Number : 0966-702-21-89</b>  <b>Email Address: nandal@ciif.ph</b></p> <p>The bidder should have a storage facility capable of stock piling at least 40,000 liter Automotive Diesel Oil (Diesoline). And at least 20,000 liters readily available for delivery to SPMC at any given time.</p>
2	<p>Advance Payment of 15% of the total contact amount is allowed provided all the conditions under OP Memorandum Order Number 15 dated May 9, 2011 are complied with.</p>
2.2	<p>Guidelines on GPPB Reso 26-2019 for the procurement of Petroleum, Oil and Lubricant Products.</p> <p>For purposes of payment, the bid price, discount and the delivery cost stated in the contract shall be fixed from the time of the bidding through the term of the contract. Delivery should be done within two (2) days upon receipt of notice or advise to deliver. The amount to be paid by the procuring entity for POL requirements actually delivered and duly received by it shall be:</p> <p style="text-align: center;">For the WP index, the bid price, less the discounts offered, if any, plus or minus the weekly price adjustments duly posted by the Oil Industry Management Bureau (OIMB) of the Department of Energy (DOE) in its Price Watch / Price Adjustments / Fuel page in the DOE's website, and the delivery cost stated in the contract, at the date of actual delivery [Payment = (bid price – discounts) +/- (DOE) weekly price adjustments for gasoline and diesel)+ (delivery cost or DC)];</p> <p>The supplier will provide a detailed price adjustment for its POL products actually delivered, as part of its billing (weekly price adjustments for WP index, daily traded MOPS pricing, and ICIS pricing adjustment), together with its certification under oath that:</p> <p style="text-align: center;">The supplier's price adjustments are those reported and duly posted at DOE's</p>

website for products using the WP index;

#### Illustrative Example Computation

Illustrative Example of the Computation for First Delivery for Diesel.

- a. Bid opening was 2nd week January. Winning bidder offered bid price of P25.00/liter for diesel, already with discount. Delivery cost is 5c/liter (fixed).
- b. Total Contract Price is P7,500,000.00 for estimated 200,000 liters of diesel.
- c. Staggered deliveries. PE has ordered for 16,000-22,000 liters to be delivered at the scheduled deliveries (i.e. monthly delivery, but end of the week), subject to adjustment of the volumes.
- d. End user may verify the price adjustments by checking the DOE's website, [www.doe.gov.ph](http://www.doe.gov.ph), go to Price Watch, then Price Adjustments tab/menu, then Fuels.

For example, first delivery is at 3rd week of February for diesel.

Bid price at 2nd week Jan	: Php 25.00/liter (fixed)
Price Adjustments	: + (0.70/liter week3 Jan)
	+ (0.70/liter week4 Jan)
	+ (0.75/liter week1 Feb)
	+ (0.00/liter week2 Feb)
	+ (0.70/liter week3 Feb)

Total Price, as adjusted : **P 27.85/liter**

Volume = 22,000 liters

Price \* Volume = Php 27.85/liter x 22,000 liters  
= Php 612,700

Delivery Cost = Php 1,100 (fixed)  
= Php 612,700 + Php 1,100

**Actual payable = P 613,800**

For staggered deliveries, the end-user and/or store custodian shall make, after every delivery, an accounting of the amount actually payable based on the date of the delivery receipt to determine the allowable unit/volume that may be ordered from the remaining amount allotted for each POL product. The procuring entity shall be allowed to make adjustments in the units/volume to be delivered per type of product to conform to the remaining amount in the total contract price.

If during contract implementation, the total contract price for the project would have been consumed notwithstanding that the requirements were not fully delivered in the units / volume contemplated, no further order and payments shall be made. This provision shall form part of the bidding documents.

Payment shall be made by SPMC within the period of seven (7) days upon submission of the following:

1. Sales Invoice;
2. Delivery Receipt; and

	3. Receiving Report (RR) / Certificate of Acceptance
4	<p>The representatives of SPMC shall inspect the quality and specifications of the product as referred to Section VII. Technical Specifications .</p> <p>Delivery of the product should be accompanied by the following documents:</p> <ol style="list-style-type: none"> <li>1. Delivery Receipt;</li> <li>2. Valid Certificate of Analysis certified by the following: <ol style="list-style-type: none"> <li>1. Bidder's laboratory analyst and/or any other competent personnel showing compliance with the parameters required under Section VII – Technical Specifications; OR</li> <li>2. Reputable 3<sup>rd</sup> Party Laboratory with principal place of business in the Philippines.</li> </ol> </li> </ol>
6	<p>When the supplier fails to satisfactorily deliver goods under the contract within the specified delivery schedule, inclusive of duly granted time extensions, if any, the supplier shall be liable for damages for the delay and shall pay the procuring entity liquidated damages, not by way of penalty, an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed goods scheduled for every day of delay until such goods are finally delivered and accepted by the procuring entity concerned. The procuring entity need not prove that it has incurred actual damages to be entitled to liquidated damages. Such amount shall be deducted from any money due or which may become due to the supplier, whichever is convenient to the procuring entity concerned. In case the total sum of liquidated damages reaches ten percent (10%) of the total contract price, the procuring entity concerned may rescind the contract and impose appropriate sanctions over and above the liquidated damages to be paid. (Please refer to 3.1 of IRR 2016 of RA 9184)</p>

## *Section VI. Schedule of Requirements*

## *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 at San Pablo Manufacturing Corporation, Cocomchem Agro Industrial Park Special Economic Zone (CAIP SEZ), Barangay San Antonio, San Pascual Batangas.

Delivery period: December 2022 to January 2023 on a staggered basis.

Delivery lead time: within two (2) days from winning bidder's receipt of Notice to Deliver.

Item No.	DESCRIPTION	QUANTITY	Total	Delivered, Weeks
1	<b>Automotive Diesel Oil (Diesoline)</b>	At least 20,000	100,000 liters	within two (2) days from winning bidder's receipt of Notice to Deliver
	Density @15°C, kg/m <sup>3</sup> - 860 max	liters per delivery	(more or less)	
	Kinematic Viscosity at 50°C, cST - 4.5 max			
	Flash point, PMCC, °C - 60 min			
	Sediment & Water, % Vol. - 0.1 max			
	Sulfur Content, % Wt. - 0.006 max			
	Cloud Point - 16 max			
	Color - 2.0 max			
	Ash Content - 0.02 (max)			
	Carbon Residue (on 10% distillation residue) - <0.01 - 0.15			
	Distillation, 90% recovery - 370 (max)			
	Heating Value, HHV, BTU/lb - 19,604 (min)			
	LHV, BTU/lb - 18,315 (min)			

*The Contract to be awarded shall be subject to existing DBM Guidelines on Cash-Based Budgeting (NBC No.587 dated 3 January 2022) and other relevant regulations. In case that the amount of the performance bond falls below the limit set forth, the winning bidder shall ensure to replenish the difference or issue a new performance bond equivalent to the amount set forth.*

*The quantity/volume is for bidding purposes only. In the actual implementation of the Contract, the quantity/volume of the Item that may be required may increase or decrease as the need arises but in no case shall the contract/transaction exceed the approved budget*

I hereby undertake to comply and deliver all the above requirements.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Name and Signature of Authorized Representative

\_\_\_\_\_  
Date

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



# Technical Specifications

*[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the 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.]*

Item	Specification	Statement of Compliance
<b>I</b>	<p style="text-align: center;"><b>AUTOMOTIVE DIESEL OIL (DIESOLINE)</b></p> <p>Density @15°C, kg/m<sup>3</sup> - 860 max            Kinematic Viscosity at 50°C, cST - 4.5 max            Flash point, PMCC, °C - 60 min            Sediment &amp; Water, % Vol. - 0.1 max            Sulfur Content, % Wt. - 0.006 max            Cloud Point - 16 max            Color - 2.0 max            Ash Content - 0.02 (max)            Carbon Residue (on 10% distillation residue) - &lt;0.01 - 0.15            Distillation, 90% recovery - 370 (max)            Heating Value, HHV, BTU/lb - 19,604 (min)                                                      LHV, BTU/lb - 18,315 (min)</p>	
<b>II.</b>	<p style="text-align: center;"><b>DOCUMENTARY REQUIREMENTS</b></p> <p style="text-align: center;"><i>Please submit the following documents as part of the submission under this Section VII (Technical Specifications), which shall be checked using a non-discretionary “pass/fail” criteria.</i></p>	
	<p>Other Documentary Requirements:</p> <ol style="list-style-type: none"> <li>1. Safety Data Sheet</li> <li>2. Valid Permit to Operate as depot terminal or any equivalent document issued by the Department of Energy</li> <li>3. Affidavit of Conformity with the Technical Specifications and Availability of Stocks</li> </ol>	

**Conforme :** \_\_\_\_\_

*Signature over Printed Name of Bidder/Authorized Representative*

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

# Checklist of Technical and Financial Documents

INSTRUCTIONS: The following required documents shall be accomplished, satisfied and submitted in chronological order to the BAC Secretariat, 16<sup>th</sup> Floor Securities and Exchange Commission Headquarters (formerly UCPB Building), Makati Avenue, Makati City, December 5, 2022, not later than 12:00 P.M. Prospective Bidders are required to submit in three (3) copies (1 original, 1 duplicate copy and 1PDF File in USB) each of the required documents. All pages of the Bid, including attachments thereto shall be initialed by the person signing the Bid.

## I. TECHNICAL COMPONENT ENVELOPE

### *Class "A" Documents*

#### Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);

#### Technical Documents

- (b) 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
- (c) 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;

The Bidder must have completed a single contract that is similar to this Project, equivalent to at least 50% of the ABC or the amount of **Php 4,743,000**

#### and

- (d) 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

- (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable;
- e.1 Safety Data Sheet;
  - e.2 Valid Permit to Operate as depot terminal or any equivalent document issued by the Department of Energy; and
  - e.3 Affidavit of Conformity with the Technical Specifications and Availability of Stocks

#### and

- (f) 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

- (g) 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***

- (h) 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.

**II. FINANCIAL COMPONENT ENVELOPE**

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

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

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

## *Section IX. Bidding Forms*

## **Bid Securing Declaration Form**

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

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

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

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

I/We, the undersigned, declare that:

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

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

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

### **[Jurat]**

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

**Omnibus Sworn Statement (Revised)**  
*[shall be submitted with the Bid]*

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

**AFFIDAVIT**

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

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

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

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

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

*[If a sole proprietorship:]* As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;

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

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

6. *[Select one, delete the rest:]*

*[If a sole proprietorship:]* The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical

Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

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

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

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

**Jurat**  
*[Format shall be based on the latest Rules on Notarial Practice]*  
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**Bid Form for the Procurement of Goods**  
(shall be submitted with the Bid)

**BID FORM**

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

Project Identification No: \_\_\_\_\_

To: (name and address of Procuring Entity)

Having examined the Bidding Documents including Bid Bulletin Numbers [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply/deliver to (name of Procuring Entity), our services for the project, Supply and Delivery of Automotive Diesel Oil, in conformity with the said Bidding Documents for the sum of Php \_\_\_\_\_ (in words and in figures) with the discount of Php \_\_\_\_\_ (in words and in figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

<b>Bid Price Computation for 100,000 Liter Automotive Diesel Oil (Diesoline)</b>		<b>AMOUNT (PHP)</b>
I	Diesel Price per Liter	
II	Less: Discount (if any)	
III	Delivery Cost	
IV	Bid Price per liter (I-II+III)	
V	Total Bid Price (IV x Total Volume)	

(Note: Total bid price must be equivalent to column 10 of Price Schedule under Annex "D" and inclusive of all applicable government taxes))

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:

1. To deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
2. To provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
3. To abide by this Bid for the Bid Validity Period specified in 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**  
*[shall be submitted with the Bid if bidder is offering goods from within the Philippines]*

**For Goods Offered from Within the Philippines**

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

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: \_\_\_\_\_

**Annex “E”**

**\*Instructions:**

**Statement of Ongoing and Awarded But Not Yet Started Contracts**

Name of Contract	Date of Contract	Duration of Contract	Owner’s Name and Address	Kinds of Goods	Amount of Contract	Value of Outstanding Contracts	Date of Delivery

This is to certify that \_\_\_\_\_ has the following ongoing and awarded but not yet started contracts:

\_\_\_\_\_  
Name and Signature of Authorized Representative

\_\_\_\_\_  
Date

- a) State all ongoing contracts including those awarded but not yet started (government and private contracts which may be similar or not similar to the project called for bidding) as of the day before the deadline of submission and opening of bids.
- b) ***If there is no ongoing contract including awarded but not yet started as of the aforementioned period, state none or equivalent term.***
- c) The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC) in case an NFCC is submitted as an eligibility document.

**Annex “F”**

**Statement of Single Largest Completed Contract Similar to the Contract to be Bid**

This is to certify that \_\_\_\_\_ has the largest completed contract within the **last five (5) years:**

<b>Name of Contract</b>	<b>Date of Contract</b>	<b>Duration of Contract</b>	<b>Owner’s Name and Address</b>	<b>Kinds of Goods</b>	<b>Amount of Completed Contract</b>	<b>Date of Delivery</b>	<b>End User’s Acceptance or Official Receipt(s) or Sales Invoice (If completed)</b>

\_\_\_\_\_  
Name and Signature of Authorized Representative

\_\_\_\_\_  
Date

**\*Instructions:**

- a) Cut-off date: The day before the deadline of submission and opening of bids. In the column for “End-User’s Acceptance”, indicate the date of acceptance or Official Receipt(s) or Sales Invoice.

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

**SWORN CERTIFICATION/UNDERTAKING OF AVAILABILITY OF REQUIRED VOLUME OF COMMITTED STOCK OF AUTOMOTIVE DIESEL OIL (DIESOLINE)**

I, **[NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE]**, Filipino, of legal age, with address at **[BIDDER'S ADDRESS]**, after having been duly sworn in accordance with law, depose and state:

1. I am the President/Chief Executive Officer of **[NAME OF BIDDER]**. I have been duly authorized by the **[NAME OF BIDDER]**'s Board of Directors to execute this *Sworn Certification/Undertaking of Availability of Required Volume of Committed Stock of Automotive Diesel Oil (Diesoline)* ("*Sworn Certification/Undertaking*") on behalf of **[NAME OF BIDDER]**, as shown by the secretary's certificate attesting to the board resolution that is attached hereto as **Annex "A"**.
2. In connection with the **[NAME OF BIDDER]**'s bid for the "*Public Bidding for the Procurement of Automotive Diesel Oil (Diesoline) for San Pablo Manufacturing Corporation (SPMC-2022-007)*" ("*Project*"), I hereby attest on behalf of **[NAME OF BIDDER]** that:
  - 2.1. **[NAME OF BIDDER]** represents and warrants that it has an inventory of at least **TWENTY THOUSAND LITERS (20,000 LITERS)** of committed stock of Automotive Diesel Oil (Diesoline) that comply with the specifications set in the Philippine Bidding Documents by San Pablo Manufacturing Corporation (also referred to herein as "*SPMC*"), which is readily available for delivery to SPMC at any given time;
  - 2.2. **[NAME OF BIDDER]** recognizes and accepts that compliance with the representation and/or warranty expressed in Clause 2.1 of this *Sworn Certification/Undertaking* is a continuing requirement. Should it be awarded the Contract for the Project, **[NAME OF BIDDER]** binds itself that it shall continue to comply with the said representation and/or warranty until the **[NAME OF BIDDER]** has completely delivered to SPMC the **ONE HUNDRED THOUSAND LITERS MORE OR LESS (100,000 LITERS more or less)** of Automotive Diesel Oil (Diesoline) being contemplated by the Philippine Bidding Documents;
  - 2.3. **[NAME OF BIDDER]** shall strictly comply with the terms of the Philippine Bidding Documents and the corresponding Bid Bulletins that may be issued in connection therewith;
  - 2.4. **[NAME OF BIDDER]** hereby certifies that it has not made and will not make any offer, from to pay to authorization of the payment of any money,

gift or any other inducement to any official, political party, employee of Government or any other person in contravention with applicable laws in connection with the execution of the contract and performance of its obligation there under. Violation of this provision shall be a ground for the immediate termination of the Contract.

- 2.5. [NAME OF BIDDER] hereby certifies that it is free and clear of all tax liabilities to the government.
- 2.6. Without prejudice to the other remedies that are available to **SAN PABLO MANUFACTURING CORPORATION**, [NAME OF BIDDER] unconditionally accepts that its failure to comply with any of the undertakings mentioned herein, or the falsity of the information provided above, will result in the forfeiture of its performance bond in favor of **SAN PABLO MANUFACTURING CORPORATION**; and
- 2.7. [NAME OF BIDDER] represents and warrants that all the foregoing information are true and correct. Any falsity, error, or misrepresentation shall automatically disqualify [NAME OF BIDDER] from being awarded the Contract for the Project.

3. I am executing this *Sworn Certification/Undertaking* to attest to the truth of the foregoing.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_ day of \_\_\_\_\_ 2022 in \_\_\_\_\_.

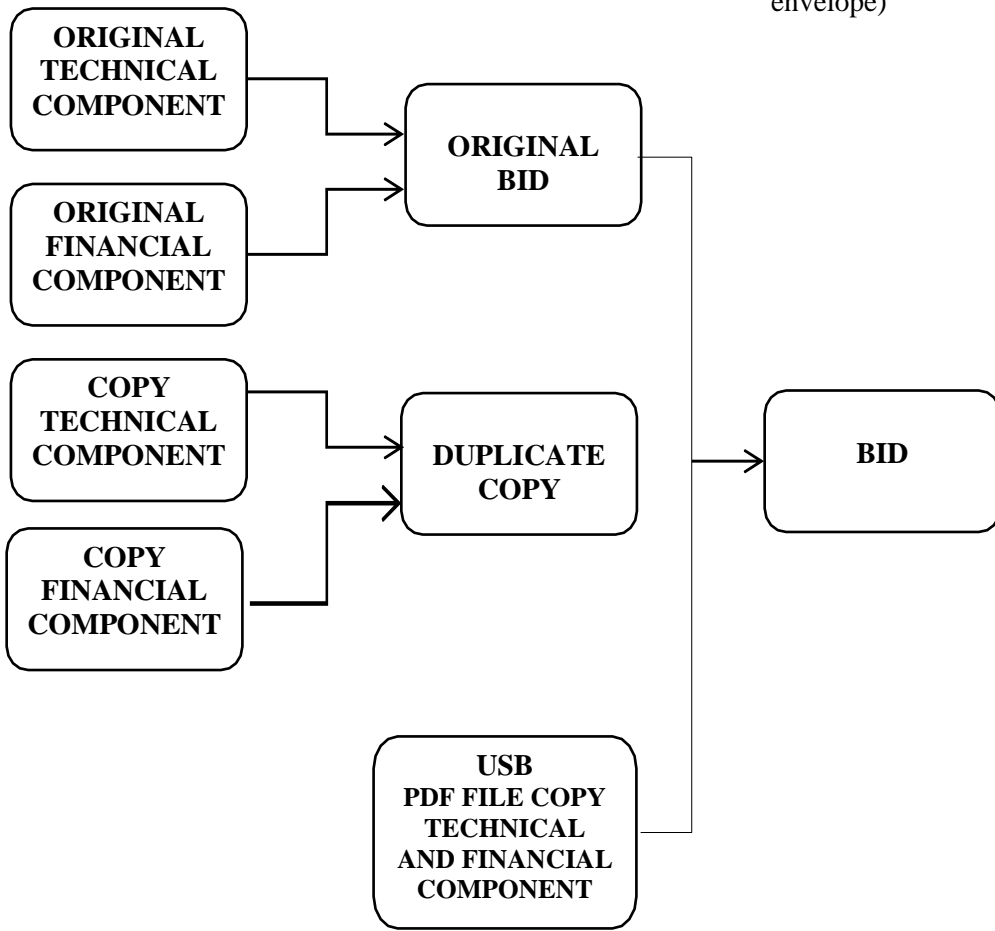
**[NAME OF BIDDER'S  
AUTHORIZED REPRESENTATIVE],**  
*Affiant*

SUBSCRIBED AND SWORN to before me this \_\_ day of \_\_\_\_\_ 2022 in \_\_\_\_\_, affiant, who is personally known to me, exhibiting to me the following:

Affiant	Competent Evidence of Identity	
	Type of ID	ID Number and Expiry Date
<b>NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE],</b>		

**Annex “H”**

Sealing of Bids as defined in Section 15 of the ITB (Illustration of bids with 1 original,1 duplicate and 1 USB copy, each box in the diagram represents a sealed envelope)





**Contract Agreement Form for the Procurement of Goods (Revised)**

*[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]*

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**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]*

**Performance Securing Declaration (Revised)**

*[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]*

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

**PERFORMANCE SECURING DECLARATION**

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]

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

I/We, the undersigned, declare that:

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

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

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

**[Jurat]**

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