

PHILIPPINE BIDDING DOCUMENTS

Procurement of GOODS

*SUPPLY AND DELIVERY OF
GNSS RECEIVERS AND ACCESSORIES
REPOSTING*

Philippine Reclamation Authority

PBGOODS-21-001

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid



Republic of the Philippines
OFFICE OF THE PRESIDENT
PHILIPPINE RECLAMATION AUTHORITY

7th floor, Legaspi Towers 200 Bldg., 107 Paseo De Roxas St., Legaspi Village, 1226 City of Makati
Tel. No.: (02) 459-5000 • Facsimile No.: (02) 815-2662
Website: www.pea.gov.ph • Email: info@pea.gov.ph

INVITATION TO BID FOR
THE SUPPLY AND DELIVERY OF GNSS RECEIVERS AND ACCESSORIES -
REPOSTING

1. The Philippine Reclamation Authority (PRA), through its Approved Corporate Operating Budget for 2021 intends to apply the sum of **Three Million Three Hundred Thousand Pesos (Php3,300,000.00) inclusive of Value-Added Tax (VAT)** being the Approved Budget for the Contract (ABC) to payments under the contract for the **Supply and Delivery of Global Navigation Satellite System (GNSS) Receivers and Accessories**. Bids received in excess of the ABC shall be automatically rejected at bid opening.

Lot No.	GOODS	Approved Budget for the Contract (ABC)
1	<ul style="list-style-type: none">• Two (2) Units of Branded GNSS Receivers,• One (1) Unit of Branded Rugged GNSS Controller (Handheld Touchscreen with QWERTY Buttons),• One (1) Unit Branded Rugged GNSS Controller (Survey Tablet), and• One (1) Unit Branded Datalink External Radio Repeater	Php 3,300,000.00

2. The **PRA** now invites bids for the **Supply and Delivery of GNSS Receivers and Accessories**. Delivery of the Goods is required within **Thirty (30) calendar days** from the receipt of Notice to Proceed. Bidders should have completed, within **five (5) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instructions to Bidders
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “pass/fail” criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the “Government Procurement Reform Act”.

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 and regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA 5183.

Interested bidders may obtain further information from **PRA** and inspect the Bidding Documents at the address given below from **September 06, 2021 to October 04, 2021** during office hours between 8:00 AM to 3:00 PM and on **October 05, 2021**, from 8:00 AM to 11:30 AM.

4. A complete set of Bidding Documents may be acquired by interested Bidders from **September 06, 2021 to October 04, 2021** during office hours between 8:00 AM to 3:00 PM and on **October 05, 2021**, from 8:00 AM to 11:30 AM, from the given address below upon payment of the applicable fee in the amount of Five Thousand Pesos (Php5,000.00) for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB.

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of PRA, provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

Bidders who have already paid the above fee in the previous bidding for the subject procurement are not required to pay the same but must submit a Letter of Intent to secure the Bidding Documents.

5. The **PRA** will hold an Online Pre-Bid Conference on **September 21, 2021, 10:00 AM** through Microsoft Teams (MS Teams) platform. Prospective bidders must register to this link **<https://forms.office.com/r/uukbkVGag4>** to provide their name, representation, and contact details as traditionally required in physical meetings. The Online Pre-Bid Conference shall be open to prospective bidders.

In the conduct of business operations, the PRA observes Alternative Work Arrangements provided in the Updated Notice to Public: GCQ Advisory posted in its website, **www.pea.gov.ph**.

6. Bids must be duly received by the BAC Secretariat through manual submission at the office address as indicated below, on or before **October 05, 2021, 12:00 NN**. **Late bids shall NOT be accepted**. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.

Upon arrival at the building, please submit to the COVID-19 screening procedures of Legaspi Towers 200 Building Administration and inform the lobby guard that you are submitting a bid for the subject procurement. The guard shall then call the PRA BAC Secretariat and a member of the BAC Secretariat shall proceed to the lobby and personally receive your Bids before dropping the same in the Bid Box. Please wait for the PRA personnel and do not leave the documents with the lobby guard.

7. Bid opening shall be on conducted via Online Video Conferencing on **October 05, 2021, 1:30 PM** through this **<https://msteams.link/WY1W>** using MS Teams platform. Bids will be opened in the presence of the bidder's representatives who choose to attend using the said link. Potential bidders who access the link shall be required to provide their name, representation, and contact details as traditionally required in physical meetings.
8. The **PRA** reserves the right to reject any and all bids, declare a failure bidding, or not award the contract at any time prior to contract award in accordance with Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.
9. For further information, please refer to:

Atty. Joseph John M. Literal
Chairperson, Bids and Awards Committee
Philippine Reclamation Authority, 7th Floor, Legaspi Towers 200
107 Paseo de Roxas St., Legaspi Village, Makati City
Tel. Nos. (02) 8459-5000
Email: bac@pea.gov.ph

10. You may visit the following websites:

For downloading of Bidding Documents: www.pea.gov.ph

September 06, 2021

(SGD.) ATTY. JOSEPH JOHN M. LITERAL
Chairperson, Bids and Awards Committee

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, Philippine Reclamation Authority, wishes to receive Bids for the Supply and Delivery of GNSS Receivers and Accessories with identification number [PBGGOODS-21-001].

The Procurement Project (referred to herein as “Project”) is composed of one (1) Lot, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for CY2021 in the amount of **Three Million Three Hundred Thousand Pesos (₱3,300,000.00) inclusive of Value-Added Tax (VAT)**.

2.2. The source of funding is:

The Corporate Operating Budget approved by the Governing Board of the Philippine Reclamation Authority for CY 2021

3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manuals and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or **IB** by the BAC through the issuance of a supplemental or bid bulletin.

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to 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 Procuring Entity has prescribed that Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address and/or through videoconferencing/webcasting as indicated in paragraph 5 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.

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 **Section VII (Technical Specifications)**.

13. Bid and Payment Currencies

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

13.2. Payment of the contract price shall be made in Philippine Pesos.

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

14.2. The Bid and bid security shall be valid for one hundred twenty (120) calendar days from the date of opening of bids. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

Each Bidder shall submit one copy of the first and second components of its Bid.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

16. Deadline for Submission of Bids

16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 6 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 7 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.

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case may be. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:

One Project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: <ul style="list-style-type: none"> a. Contracts involving the procurement of GNSS receivers and accessories. b. Completed within five (5) years prior to the deadline of this bidding.
7.1	Subcontracting is not allowed.
12	The price of the Goods shall be quoted DDP to the PRA office address in Makati City 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: <ul style="list-style-type: none"> a. The amount of not less than Php66,000.00, 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 Php165,000.00 if bid security is in Surety Bond.
19.3	No further instructions.
20.1	No other licenses/permits needed
21.1	Bidder should be an authorized Philippine reseller/dealership or similar document, the equipment has an authorized service provider in the Philippines, certified instructors, and technicians, etc.

Section IV. General Conditions of Contract

1. **Scope of Contract**

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

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

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

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

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

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

3. **Performance Security**

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

4. **Inspection and Tests**

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

5. Warranty

- 5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>The delivery terms applicable to this Contract are delivered to <i>7th Flr. Legaspi Towers 200, 107 Paseo de Roxas, Makati City</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is Engr. Joel D. Marundan.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods <p>Spare Parts –</p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p>

- a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
- b. in the event of termination of production of the spare parts:
 - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
 - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

The spare parts and other components required are listed in **Section VI (Schedule of Requirements)** and the cost thereof are included in the contract price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of Five (5) years.

Spare parts or components shall be supplied as promptly as possible, but in any case, within One (1) month of placing the order.

Packaging –

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.

The outer packaging must be clearly marked on at least four (4) sides as follows:

- Name of the Procuring Entity
- Name of the Supplier
- Contract Description
- Final Destination
- Gross weight
- Any special lifting instructions
- Any special handling instructions
- Any relevant HAZCHEM classifications

	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	Payment of the contract price is subject to submission of Certificate of Instrument Registration from LMB/NAMRIA.
4	The inspection and approval as to the acceptability of the Goods vis-à-vis its compliance with the technical specifications will be done with prior notice, written or verbal, to the authorized representative of the Supplier. The inspection will push through as scheduled even in the absence of the Supplier's representative, if the latter was duly notified. In which case, the result of the

	<p>inspection conducted by the Procuring Entity shall be final and binding upon the Supplier.</p> <p>Eighty (80) hours training for equipment operations, data gathering and data processing, and actual survey of Procuring Entity's personnel assisted by the contractor to test and check established control points, conduct as-built and, topographic surveys as per accuracy specifications issued by NAMRIA and DENR.</p>
--	--

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
	Supply and Delivery of GNSS Receivers and Accessories			
1	Branded GNSS Receivers	2	Set/package	Within a period of thirty (30) calendar days from the receipt of Notice to Proceed
2	Branded Rugged GNSS Controller (Handheld Touchscreen with QWERTY Buttons)	1	Set	
3	Branded Rugged GNSS Controller (Survey Tablet)	1	Set	
4	Branded Datalink External Radio Repeater	1	Set	
5	Training	2	Weeks for 8 personnel;	One (1) week after the complete delivery of goods.

Bidder's Authorized Representative

Signature Over Printed Name

Principal Bidder/Supplier

Section VII. Technical Specifications

Technical Specifications

Item	Minimum Specification	Statement of Compliance
		<p><i>[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.]</i></p>
A	BRANDED GNSS RECEIVERS	
1	GNSS Receivers (1 unit - Base interchangeable to Rover and 1 unit - Rover)	
2	Position update rate range	
	a. Base = 1 - 20 Hz	
	b. Rover = 1-20 Hz	
3	Rover range from base radio without radio repeater: 2-5 km (1 to 3 miles) or better;	

	Rover with correction back-up feature for RTK up to 5 minutes	
4	GNSS Capability: with GPS (L1, L2, L5), GLONASS, Galileo, Beidou, and QZSS	
5	Minimum of 480 channels	
6	Mobile and Satellite Service	
	a. Horizontal accuracy = 2 cm or better	
	b. Vertical accuracy = 5 cm or better	
7	Static Positioning	
	a. Horizontal: minimum of 3mm + 0.1ppm	
	b. Vertical: minimum of 4mm + 0.4ppm	
8	Real Time Kinematic Positioning	
	a. Horizontal: maximum of 10 mm + 1 ppm	
	b. Vertical: maximum of 15 mm +1 ppm	
9	Initialization time: less than 10 seconds	
10	Field operations conditions	
	a. Dust/water protection = IP67 or better	
	b. Shock Designed to withstand topple over from at least 2 m (6.6 ft) pole onto concrete surface	
	C. with IMU (tilt compensator)	
11	Operation Time for one (1) battery	
	a. Base = minimum of 3 hrs	
	b. Rover = minimum of 4 hrs	
12	Communication	
	a. External GSM/GPRS, cellular phone support, Bluetooth, Serial, WI-FI, and USB ports	
	b. Internal UHF Radio: minimum of 2 watts	
	c. Integrated Radio: (any approved NTC Frequencies)	
	d. Memory: minimum of 2 GB Internal, expandable thru external USB ports	

13	Four (4) spare rechargeable and removable internal batteries	
14	External Power: 6 - 30V DC and must be compatible with the receivers	
15	Software Capable of Processing Native Data of the GNSS Receivers	
	a. Data post-processing (with licenses at least 1pc.)	
	b. Exporting / Importing points capable	
	c. Can generate reports: Baseline processing report, network adjustment report and loop closure report	
	d. Output file in .csv, .xls, or .txt formats	
	e. Can process RINEX files	
16	Accessories	
	a. Two (2) pcs Hard Case Box for safe keeping of instruments and accessories:	
	a.1. One (1) unit of Tribrach per GNSS receivers	
	a.2. Two (2) sets of Connectors, Chargers and Cables	
	a.3. User's Manual	
	a.4. Two (2) sets of Cable with alligator clip on one end and specified power plug on the other end	
	a.5. Other necessary accessories to maximize use of Beidou and Internet-based RTK	
	b. Two (2) Heavy-duty Tripod with dual locking system (clamp and screw)	
	c. Three (3) units Range poles and bipods	
	d. Four (4) pcs. of Safety vests with reflector and pockets	
	e. Four (4) pcs. of Safety cones	
17	With dedicated and compatible controller (See <i>Branded GNSS Controllers – Handheld & Survey Tablet</i> specifications)	

18	With dedicated and compatible datalink external radio repeater (See <i>Branded Datalink External Radio Repeater</i>)	
19	Interconnectivity and intercommunication: Must transmit GNSS RTK correction to any GNSS receivers.	
20	Provide up to date official certificate of calibration for each unit obtained from the manufacturer upon delivery and from LMB/ NAMRIA (LMB/ NAMRIA Certificate of Instrument Registration upon acceptance)	
21	<p>Three (3) years subscription of Mobile Service and One (1) year subscription of Satellite Service for two (2) receivers activated with Certificates/ Proofs of Subscription for each subscription upon acceptance:</p> <ol style="list-style-type: none"> 1. Satellite-based Correction Service for 1 year; 2. Mobile Internet Correction Service for 3 years <p>Provide proof or document of capability to receive mobile internet correction and satellite-based correction subscriptions and services, available in and reliability of signal in the Philippines.</p>	
B	BRANDED RUGGED GNSS CONTROLLER (HANDHELD TOUCHSCREEN WITH QWERTY BUTTONS)	
1	Environmental specifications	
	a. Dust & water protection = IP68 or better for submersion to depth of 1 m (3.3 ft)	
	b. At least 1-meter drop shock resistance on hard surface	
2	Electrical specifications	
	a. RAM memory at least 8 GB	
	b. Internal storage at least 64 GB SSD	
	c. Expandable memory up to 2TB	
	d. Screen Size at least 7"	

	e. Touchscreen	
	f. With internal GNSS: GPS, Glonass, Beidou, SBAS	
	g. Wireless - Bluetooth, Wi-Fi	
	h. Integrated cellular modem	
	i. Battery life minimum of 4 hrs under normal operating conditions, hot-swappable	
	j. Camera: at least 2 MP	
	k. USB host port for data retrieving	
	l. With QWERTY keypads	
4	Preinstalled software for data acquisition, configuration per unit and maximizing features capability of the GNSS receivers	
5	Preinstalled software for Internet-based or satellite-based RTK mode or equivalent feature	
6	Interconnectivity and intercommunication: Must be compatible and dedicated to the GNSS Receivers	
7	Accessories: Pole Adapter, Charger, Sling Bag.	
C	BRANDED RUGGED GNSS CONTROLLER (SURVEY TABLET)	
1	Processor: at least Intel Core i7 or equivalent	
2	CPU Speed: minimum of 2.5 GHz	
3	RAM: at least 8 GB	
4	OS: Windows 10 Enterprise or Professional	
5	Display Size of at least 7 inches	
6	Disk drive: at least 120 GB SSD	
7	Display type: Sunlight readable TFT, scratch resistant	
8	Housing: Metal frame with drop bumpers	
9	Shock resistance: at least 1m drop	
10	Dust & Water-proof: IP65 or better	

11	Sensors: Accelerometer, e-compass, ambient light sensor	
12	Camera: at least 5 Mp	
13	Interface: USB port, 3.5mm audio, dock, power	
14	Wireless: Wi-Fi, Bluetooth, 4G LTE	
15	Preinstalled software for data acquisition, configuration per unit and maximizing features capability of the GNSS receivers	
16	Preinstalled software for Internet-based or satellite-based RTK mode or equivalent feature	
17	Interconnectivity and intercommunication: Must be compatible and dedicated to the GNSS Receivers	
18	Accessories: Pole, Adapter, Charger, Tablet cover	
D	BRANDED DATALINK EXTERNAL RADIO REPEATER	
1	General Specifications	
	a. Communication	
	a.1. RS-232 port or USB	
	a.2. 115.2 kbps maximum data transfer speed	
	b. User Interface	
	b.1. LCD display with navigation buttons	
2	Radio Specifications	
	a. Frequency Bands: (any approved NTC Frequencies)	
	b. Frequency Control	
	c. Channel Bandwidth: 12.5kHz and 25kHz	
	d. RF Transmitter Output: Programmable to 2 to 35 Watts, (with NTC Certification upon delivery of goods)	
3	Modem Specifications	
	a. Link Rate/Modulation	
	b. With Forward Error Correction	

4	Environmental specifications	
	a. Housing: Full-metal for impact and weather resistance	
	b. Dust & water protection: IP67 for submersion to depth of 1 m (3.3 ft)	
5	Power	
	a. External: 11-16 VDC, maximum of 15 Amp	
6	Accessories	
	a. Two (2) Connecting cables	
	b. One (1) Range pole with bipod	
	c. Two (2) High-gain antennae	
E	SPECIFICATIONS FOR ALL ITEMS	
1	All indicated specifications are minimum.	
2	Must provide manuals and quick guide for easy operation to the end user	
3	Provide after sales services such as technical assistance within 24 hrs., can be reached in any form of media/communication like phone calls, messages thru text, chats and emails. Provide on-site assistance and availability of spare parts in the country. Provide spare equivalent equipment while under repair within the warranty period.	
4	One (1) year standard warranty of free parts and three (3) years service warranty	
5	Delivery Period: within Thirty (30) calendar days from receipt of Notice to Proceed	
F	TRAINING SPECIFICATIONS	
1	Eighty (80) hours training for equipment operations, data gathering and data processing.	
2	Must provide training plan upon delivery of goods	
3	Trainor/s should be knowledgeable of the equipment and its accessories by providing proof such as certificate that undergone training and he/she is	

	authorized to conduct training from the equipment manufacturer. Provide Certificate of Trainer/ Authorized Training Provider upon delivery of goods	
4	Issuance of Certificate of Training to Procuring Entity's personnel upon acceptance of goods	
G	CERTIFICATIONS AND OTHER DOCUMENT	
1	Certificate of Authorized Philippine Reseller/Distributor/Dealer for all brands	
2	Certificate of Authorized Philippine Service Provider or similar document	
3	Product brochures and related documents	
4	Certificate of Calibration from Manufacturer upon delivery of goods	

Bidder's Authorized Representative

Signature Over Printed Name

Principal Bidder/ Supplier

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

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE
<i>Class “A” Documents</i>
<u>Legal Documents</u>
<input type="checkbox"/> (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages); <p style="text-align: center;"><u>OR</u></p>
<input type="checkbox"/> (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, <p style="text-align: center;"><u>and</u></p>
<input type="checkbox"/> (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; <p style="text-align: center;"><u>and</u></p>
<input type="checkbox"/> (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).
<u>Technical Documents</u>
<input type="checkbox"/> (e) 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; <u>and</u>
<input type="checkbox"/> (f) 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; <u>and</u>
<input type="checkbox"/> (g) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission; <p style="text-align: center;"><u>or</u></p> Original copy of Notarized Bid Securing Declaration; <u>and</u>
<input type="checkbox"/> (h) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; <u>and</u>
<input type="checkbox"/> (i) Original duly signed Omnibus Sworn Statement (OSS); <u>and</u> 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.
<u>Financial Documents</u>
<input type="checkbox"/> (j) 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
<input type="checkbox"/> (k)	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.
<i>Class "B" Documents</i>	
<input type="checkbox"/> (l)	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	
<input type="checkbox"/> (m)	Original of duly signed and accomplished Financial Bid Form; and
<input type="checkbox"/> (n)	Original of duly signed and accomplished Price Schedule(s).
<i>Other documentary requirements under RA No. 9184 (as applicable)</i>	
<input type="checkbox"/> (o)	<i>[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]</i> 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.
<input type="checkbox"/> (p)	Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

Note to Bidders:

- A. All **bid forms** to be submitted by the Bidder must bear the original signature of its Authorized Representative.
- B. Each Bidder shall submit one (1) original copy, one (1) photocopy and one (1) USB/CD containing the scanned copy of its Technical and Financial Components.
- C. Upon arrival at the building, please submit to the COVID-19 screening procedures of Legaspi Towers 200 Building Administration and inform the lobby guard that you are submitting a bid for the subject procurement. The guard shall then call the PRA BAC Secretariat and a member of the BAC Secretariat shall proceed to the lobby and personally receive your Bids before dropping the same in the Bid Box. Please wait for the PRA personnel and do not leave the documents with the lobby guard.
- D. To facilitate checking of the eligibility documents, these must be sorted in the same sequence listed above and separated by tabs or page separators.
- E. Note that the **Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started** also require additional supporting documents as attachments. **Only the five (5) biggest contracts/projects for the past five (5) years shall be submitted with the required attachments.**
- F. In accomplishing the Standard Forms, please consider the following information:

Procuring Entity : **PHILIPPINE RECLAMATION
AUTHORITY**

Address of Procuring Entity : **7th Floor, Legaspi Towers 200 Bldg.,
107 Paseo de Roxas St., Legazpi Village
Makati City, 1226**

Project Reference/ID No. : **PBGOODS-21-001**

Name of the Project : **SUPPLY AND DELIVERY OF
GNSS RECEIVERS AND ACCESSORIES**

Name of Head of the Procuring Entity : **ATTY. JANILO E. RUBIATO**

Position of Head of Procuring Entity : **General Manager & CEO**

Section IX. Bidding Forms

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Standard Form Number: SF-GOOD-13a
 Revised on: July 28, 2004

List of all Ongoing Government & Private Contracts including contracts awarded but not yet started

Business Name : _____
Business Address : _____

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

Note: This statement shall be supported with any of the following:

1. Notice of Award
2. Notice to Proceed issued by the owner; or,
3. Contract

Submitted by : _____
 (Printed Name & Signature)

**Statement of Single Largest Completed Contract (SLCC)
Which is Similar in Nature**

Business Name : _____

Business Address : _____

Name of Client	Date of the Contract	Kinds of Goods	Amount of Contract	Date of Delivery

Submitted by : _____
(Printed Name and Signature)

Designation : _____

Date : _____

Instructions:

- a. Cut-off date for the Contract is for the past five (5) years,
- b. The Kinds of Goods should be similar to the Supply and Delivery of Construction Equipment and Tools
- c. Include any of the following as attachment:
 - i. Contract
 - ii. Invoice with Official Receipt

Bid Securing Declaration Form

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

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]

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]

COMPUTATION OF NET FINANCIAL CONTRACTING CAPACITY

The Net Financial Contracting Capacity (NFCC) is computed as follows:

NFCC = K (current asset - current liabilities) minus value of all outstanding works under ongoing contracts including awarded contracts yet to be started

Where **K** = 10 for a contract duration of one (1) year or less

	Amount
Current Assets	
Minus: Current Liabilities	
Sub-Total	
Multiplied by Value of K	
Sub-Total	
Minus: Value of Outstanding Contracts	
NFCC	

Submitted By:

Name of the Firm/Contractor

Signature of Authorized Representative

BID FORM

Date : _____
Project Identification No. : _____

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

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods]* in conformity with the said PBDs for the sum of *[total Bid amount in words and figures]* or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

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: _____

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]

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:
 1. Procuring Entity has no claims filed against the contract awardee;
 2. It has no claims for labor and materials filed against the contractor; and
 3. 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]

Draft Contract

**CONTRACT FOR THE SUPPLY AND DELIVERY OF GLOBAL NAVIGATION
SATELLITE SYSTEM (GNSS) RECEIVERS AND ACCESSORIES**

KNOW ALL MEN BY THESE PRESENTS:

This **AGREEMENT**, made this ____ day of _____, 2021, in Makati City, Philippines, by and between:

PHILIPPINE RECLAMATION AUTHORITY (Public Estates Authority), a government instrumentality created pursuant to P.D. 1084, as amended, with principal office address at the 7th and 8th Floors, Legaspi Towers 200 Bldg., 107 Paseo de Roxas St., Legazpi Village, Makati City, herein represented by its General Manager and CEO, **ATTY. JANILO E. RUBIATO**, duly authorized for this purpose, under Board Resolution No. ____, Series of ____ (**Annex “M”**), hereinafter referred to as “**PRA**”;

- and -

[NAME OF SUPPLIER], with principal office address at _____,
represented herein by its _____,
hereinafter referred to as “**SUPPLIER**”:

- Collectively referred herein as “Parties” -

ANTECEDENTS:

WHEREAS, the **PRA** needs to engage an authorized distributor to supply and deliver GNSS Receivers and Accessories to be delivered at its principal office located at 7th Floor Legaspi Towers 200 Bldg., 107 Paseo de Roxas, Makati City;

WHEREAS, the **PRA Board of Directors** in its Resolution No. 5282, Series of 2021, (Annex “K”) dated 23 March 2021, approved the procurement of Supply and Delivery of Global Navigation Satellite System (GNSS) Receivers and Accessories through public bidding and appropriated an amount of **PESOS: THREE MILLION THREE HUNDRED THOUSAND ONLY (PhP 3,300,000.00)** as the total Approved Budget for the Contract (ABC) and approved the bidding documents and granted Authority to the General Manager and CEO to sign the contract;

WHEREAS, pursuant to and in compliance with Republic Act No. 9184, otherwise known as the “Government Procurement Reform Act” and its 2016 Revised Implementing Rules and Regulations, the **PRA** duly posted the Invitation to Submit Bids for the Bidding in PhilGEPS website, the **PRA** website and at a conspicuous place within the PRA Office premises on _____, 202__;

WHEREAS, bidding was conducted on _____ 202__ wherein the **SUPPLIER** was declared as the _____ Calculated Bid (___CB), upon determination that it has complied with all the eligibility, technical and financial requirements. After the Post-Qualification Evaluation, the **SUPPLIER** was declared as the _____ Calculated and Responsive Bidder (___CRB);

WHEREAS, on _____, 202__, the PRA Board of Directors under its Resolution No. _____, Series of 202__ (**Annex “M”**), approved the recommendation of the PRA Bids and Awards

Committee (BAC) in its BAC Resolution No. _____ Series of 202__ (**Annex “L”**), to award the contract to the **SUPPLIER**;

WHEREAS, a Notice of Award (**Annex “J”**) was issued on _____, 202__ to the **SUPPLIER**.

WHEREAS, the OGCC, in its Contract Review No. 680, Series of 2021, has furthered reviewed this Agreement and found it to be in order and all its recommendation were duly incorporated hereto;

WHEREAS, the **PRA** is desirous that the **SUPPLIER** execute (*name and identification number of AGREEMENT*) (hereinafter called “the **GOODS**”) and the **PRA** has accepted the Bid for (*insert the amount in specified currency in numbers and words*) by the **SUPPLIER** for the supply and delivery of such Goods;

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- In this **AGREEMENT**, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
- The following documents shall be attached, deemed to form, and be read and construed as integral part of this **AGREEMENT**, to wit:
 - (a) General Conditions of Contract (**Annex “A”**);
 - (b) Special Conditions of Contract (**Annex “B”**);
 - (c) Technical Specifications (**Annex “C”**);
 - (d) Invitation to Bid (**Annex “D”**);
 - (e) Instruction to Bidders (**Annex “E”**);
 - (f) Bid Data Sheet (**Annex “F”**);
 - (g) Winning Bidder’s Bid, Bid Form and Price Schedule (**Annex “G”**);
 - 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 **PRA**’s evaluation;
 - (h) Eligibility Requirements (Legal, Financial and Technical documents) (**Annex “H”**);
 - (i) Performance Security (**Annex “I”**);
 - (j) Notice of Award of Contract and the Bidder’s conforme thereto (**Annex “J”**);
 - (k) **PRA** Board Resolution No. 5282, Series of 2021 dated 23 March 2021 approving the procurement of the GNSS Receivers and Accessories (**Annex “K”**);
 - (l) **PRA** BAC Resolution No. _____, Series of 202__ dated _____, (*title of the BAC Resolution recommending award*) (**Annex “L”**);

- (m) **PRA** Board Resolution No. _____, Series of 202__ dated _____, (*approving the awards of the contract and granting authority to the General Manager and CEO to sign the contract*) (**Annex “M”**);
 - (n) Omnibus Sworn Statement dated _____, granting full power and authority to (*indicate name of representative of SUPPLIER*) to do, execute and perform all acts necessary and to represent (*indicate name of SUPPLIER*) (**Annex “N”**);
 - (o) Addenda and/or Supplemental/Bid Bulletin(s) (**Annex “O”**) (*if any*);
 - (p) Other Contract documents that may be required by existing laws, in the Bid Data Sheet, or otherwise required by PRA or existing laws. The Parties agree that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.
- The **TOTAL CONTRACT PRICE (TCP)** shall be _____

 PESOS (₱ _____), inclusive of Value Added Tax (**VAT**).
 - In consideration of the payments to be made by the **PRA** to the **SUPPLIER** as hereinafter mentioned, the **SUPPLIER** hereby covenants with the **PRA** to supply and deliver the **GOODS** and remedy any defects therein in conformity with the provisions of this **AGREEMENT** in all respects.
 - The **PRA** hereby covenants to pay the **SUPPLIER** in consideration of the supply and delivery of the **GOODS** and the rectification of defects wherein, the Total Contract Price or such other sum as may become payable under the provision of this **AGREEMENT** at the times and in the manner prescribed by this **AGREEMENT**.

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.

PHILIPPINE RECLAMATION AUTHORITY (PRA)

By:

By:

ATTY. JANILO E. RUBIATO
 General Manager/CEO

(name of SUPPLIER’s authorized representative)

SIGNED IN THE PRESENCE OF:

(Signature over printed name)

(Signature over printed name)

FUNDS AVAILABLE:

MA. CHONA T. FLORES
Manager, Treasury and Budget Dept.

A C K N O W L E D G M E N T

REPUBLIC OF THE PHILIPPINES)

_____) S.S.

BEFORE ME, a Notary Public, on this ____ day of _____ 202__, in _____, personally appeared:

NAME

GOV'T. ISSUED I.D.

DATE/PLACE ISSUED

JANILO E. RUBIATO

known to me to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their free act and deed and the free act and deed of the corporations herein represented.

This **AGREEMENT** consisting of _____ (___) pages, including the page on which this **ACKNOWLEDGMENT** is written, has been signed by the parties and their two (2) instrumental witnesses on each and every page thereof and sealed with my notarial seal.

IN WITNESS WHEREOF, I have signed these presents on the day, year, and at the place first above written.

NOTARY PUBLIC

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 202__.

WITNESSES:

(name of SUPPLIER's authorized Representative)

ATTY. JANILO E. RUBIATO

