



# PHILIPPINE BIDDING DOCUMENTS

# SUPPLY & DELIVERY OF TWO (2) UNITS BRAND NEW MULTIPURPOSE VEHICLE

GS 2022-12-079

CITY GOVERNMENT OF SORSOGON

Sixth Edition July 2020

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### Section I. Invitation to Bid

### Republic of the Philippines CITY OF SORSOGON

### **Bids and Awards Committee**

City Hall, Cabid-an, East District, Sorsogon City

# INVITATION TO BID SUPPLY & DELIVERY OF TWO (2) UNITS BRAND NEW MULTI-PURPOSE VEHICLE

GS 2022-12-079

1. The City Government of Sorsogon through the City's Annual Appropriation approved by the Sanggunian intends to apply the sum of Three Million (Php 3,000,000.00) being the ABC to payments under the contract for the SUPPLY AND DELIVERY OF TWO (2)- UNITS BRAND MULTI-PURPOSE VEHICLE under identification number GS 2022-12-079

2. Bids received in excess of the ABC shall be automatically rejected at bid opening.

Lot No.	Description	QTY	Total ABC (Php) (VAT Inclusive)	Cost/Price of Bid Documents (Cash Payment only) (Php)
1	Supply & Delivery of Two (2) units Brand New Multi-Purpose vehicle With engine displacement of at least 2,700 cc for the City Treasurer's Office and City Assessor's Office	2 Units	3,000,000.00	5,000.00
	TOTAL ABC			

- 3. The *City Government of Sorsogon* now invites bids for the above Procurement Project. Delivery of the Goods is required *within (60) Ninety Calendar Days*. Bidders should have completed, within (2) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II of the Instructions to Bidders.
- 4. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
  - a. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
- 5. Prospective Bidders may obtain further information from the City Government Bids and Award Committee and inspect the Bidding Documents at the address given below from 9:00 AM to 3:00PM only.
- 6. A complete set of Bidding Documents may be acquired by interested Bidders on *December 29*, 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 <u>Five Thousand (Php 5,000.00)</u> Pesos for each lot. The Procuring Entity shall allow the bidder to present its proof of payment for the fees after payment has been made.

7. The City Government BAC will hold a Pre-Bid Conference<sup>1</sup> on January 4, 2023@ 9:00AM at the BAC Office, City Hall, Cabid-an, East Dist. Sorsogon City for Pre-Bid Conference, which shall be open to prospective bidders however shall abide by the health protocol imposed by

### the Local Government unit as govern by the EO No. 22 of the Provincial Government of Sorsogon.

- 8. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before *January 16*, 2023 at 8:00 A.M. Late bids shall not be accepted.
- 9. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
- 10. Bid opening shall be on *January 16*, 2023 at the given address below at 9:00 A.M. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
- 11. The *City Government of Sorsogon* reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
- 12. For further information, please refer to:

NANCY D. CABALLERO Head – BAC Secretariat Bids and Awards Committee City Hall, Cabid-an, East District, Sorsogon City

Website: sorsogoncity.gov.ph

Email: sorsogoncity19@yahoo.com

13. You may visit the following websites:

For downloading of Bidding Documents: <a href="https://notices.philgeps.gov.ph">https://notices.philgeps.gov.ph</a>

Procuring entities website : sorsogoncity.gov.ph

**DR. ROLANDO E. DEALCA** BAC Chairperson

<u>December 29, 2022</u> <u>Published Date</u>

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<sup>&</sup>lt;sup>1</sup> May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a Pre-Bid Conference.

### Section II. Instructions to Bidders

### 1. Scope of Bid

The Procuring Entity, City Government of Sorsogon wishes to receive Bids for the SUPPLY & DELIVERY OF TWO (2) UNITS BRAND NEW MULTI-PURPOSE VEHICLE.

The Procurement Project (referred to herein as "Project") is composed of **Supply & Delivery of Two (2) units Brand New Multi-Purpose vehicle With engine displacement of at least 2,700 cc for the City Treasurer's Office and City Assessor's Office**, the details of which are described in Section VII (Technical Specifications).

### 2. Funding Information

- 2.1. The City Government of Sorsogon through the source of fund as indicated below for Annual Budget approved by the Sanggunian in the amount of Three Million Pesos Only (Php 3,000,000 .00).
- 2.2. The source of funding is:
  - a. LGUs, the proposed Local Expenditure Program.

### 3. Bidding Requirements

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

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

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

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

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

### 5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2.
- 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:
  - a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC per lot.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

### 6. Origin of Goods

There is no restriction on the origin of goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN, subject to Domestic Preference requirements under **ITB** Clause 18.

#### 7. Subcontracts

7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that:

a. Subcontracting is not allowed.

### 8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address **see the Schedule of activities above** and/or through videoconferencing/webcasting} as indicated in paragraph 6 of the **IB**.

### 9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

### 10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII** (Checklist of Technical and Financial Documents).
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within two (2) years prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting

Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

### 11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

### 12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following
  - a. For Goods offered from within the Procuring Entity's country:
    - i. The price of the Goods quoted EXW (ex-works, ex-factory, exwarehouse, ex-showroom, or off-the-shelf, as applicable);

- ii. The cost of all customs duties and sales and other taxes already paid or payable;
- ii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
- iv. The price of other (incidental) services, if any, listed in e.

### b. For Goods offered from abroad:

- i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
- ii. The price of other (incidental) services, if any, as listed in

### 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 *for 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.

Bidders shall enclose their original eligibility and technical documents in one sealed envelope marked "ORIGINAL - TECHNICAL COMPONENT", .The original of their financial component in another sealed envelope marked "ORIGINAL - FINANCIAL COMPONENT", sealing them all in an outer envelope marked "ORIGINAL BID".

Additional two (2) copies shall be submitted by the bidder observing the two(2) envelop system sealed and marked accordingly.

#### 16. Deadline for Submission of Bids

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

### 17. Opening and Preliminary Examination of Bids

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

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

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

#### 18. Domestic Preference

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

### 19. Detailed Evaluation and Comparison of Bids

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

19.4. The Project shall be awarded as follows:

### Option 3 – One Project having several items, which shall be awarded as separate contract per item.

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.

### 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**.

For every mini-competition in Framework Agreement, the LCB shall likewise submit the required documents for final Post Qualification.}

### 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> <li>a. Supply and Delivery of various cars being offered and almost the same as the required technical specifications</li> <li>b. Completed within two (2) years prior to the deadline for the submission and receipt of bids.</li> </ul>
7.1	No further instructions.
12	The price of the Goods shall be quoted DDP and deliver to City Government of Sorsogon, City Hall, Cabid-an, East District, Sorsogon City
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:  a The amount of not less than : Sixty Thousand Pesos Only (Php 60, 000.00 which is the amount equivalent to two percent (2%) of the ABC, 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 One Hundred Fifty Thousand Pesos Only (PhP 150, 000.00) which is the amount equivalent to five percent (5%) of ABC if bid security is in Surety Bond.
19.3	[In case the Project will be awarded by lot, list the grouping of lots by specifying the group title, items, and the quantity for every identified lot, and the corresponding ABC for each lot.]  [In case the project will be awarded by item, list each item indicating its quantity and ABC.]
20.2	Latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (EFPS)  VAT Returns (Form 2550M & 2550Q) or Percentage Tax Return (2552M) with proof of payment
21.2	[List here any additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity.] LTO Requirement, warranty security in the form of bank guarantee after delivery has been made

Section IV.	General	<b>Conditions</b>	of	Contract
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### 1. Scope of Contract

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

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

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

### 2. Advance Payment and Terms of Payment

- 2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

### 3. Performance Security

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

### 4. Inspection and Tests

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

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

### 5. Warranty

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

### 6. Liability of the Supplier

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

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

Section	V.	Special	<b>Conditions</b>	of	<b>Contract</b>
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### **Special Conditions of Contract**

GCC				
Clause				
1	Delivery and Documents –			
	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:			
	"The delivery terms applicable to the Contract are DDP delivered to <b>City Government of Sorsogon, City Hall Cabid-an, East District, Sorsogon City</b> In accordance with INCOTERMS."			
	"The delivery terms applicable to this Contract are delivered to <b>City Government of Sorsogon, City Hall Cabid-an, East District, Sorsogon City</b> . Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods attheir final destination."			
	Delivery of the Goods 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 Representative is the Sorsogon City Chief PNP or their authorized representative			
	Incidental Services –			
	The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:			
	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.

The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

### Spare Parts -

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- 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 at least three (3) years.

Spare parts or components shall be supplied as promptly as possible, but in any case, within 30 calendar days or 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 packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.

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

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.

### Transportation -

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.

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.

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.

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.

### **Intellectual Property Rights –**

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.

#### 2.2 **Partial payment is not allowed.**

4 The inspections and tests that will be conducted are:

- a. If applicable, the inspections and tests may be conducted on the premises of the Supplier at point of delivery, and/or at the goods' final destination. If conducted on the premises of the Supplier all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity. The Supplier shall provide the Procuring Entity with results of such inspections and tests.
- b. The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in this Clause provided that the Procuring Entity shall bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- c. The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity.
- d. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, shall release the Supplier from any warranties or other obligations under this Contract.

# 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 no.	Descript ion	Qty	Unit	Total ABC	Division	Delivery Period
1.	Supply & Delivery of Brand New Passenger Van vehicle With engine displacement of at least 2700 cc for the Sorsogon City Tourism Office (complete requirement in separate sheet)	1	unit			Within 90 days upon receipt of PO/NTP
2.	Supply & Delivery of Brand New Pick up Type vehicle With engine displacement of at least 2,300 cc (complete requirement in separate sheet)	1	unit	1,850,000.00	City Vice Mayor's Office	Within 90 days upon receipt of PO/NTP

### SECTION VII. Technical Specifications

Item	Specification	Statement of Compliance
	Sunday & Daliners of David Nave	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 Bidders 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.
1	Supply & Delivery of Brand New Passenger Van vehicle (complete specification in separate sheet)	
2	Supply & Delivery of Brand New Pick up Type vehicle (complete specification in separate sheet)	

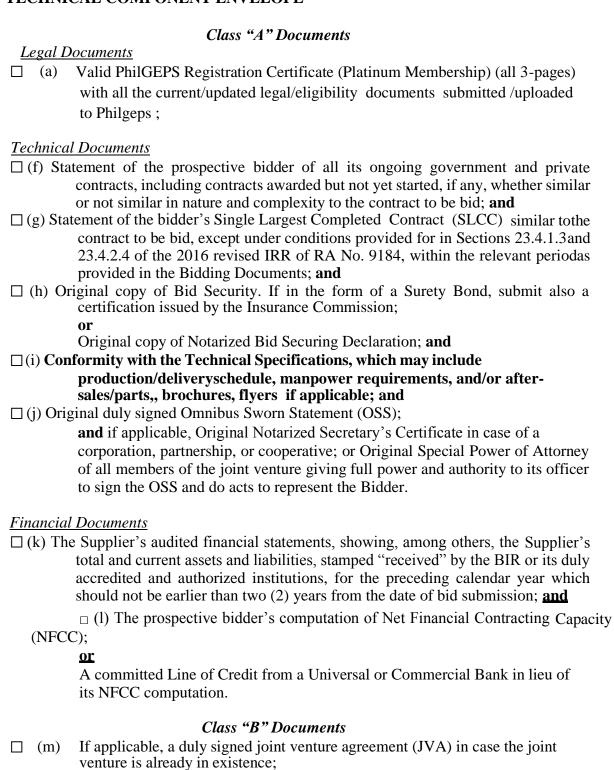
## Section VIII. Checklist of Technical and Financial Documents

### Checklist of Technical and Financial Documents

The Eligibility & Technical Component shall contain the following: Kindly put tab markings on each of the requirements and arrange the documents in proper order. Please refer to ITB Clause 15 Sealing and Marking of Bids.

#### I. TECHNICAL COMPONENT ENVELOPE

<u>or</u>



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

Other documentary requirements under RA No. 9184 (as applicable)
$\square$ (n) [For foreign bidders claiming by reason of their country's extension of reciproca
rights to Filipinos] Certification from the relevant government office of their
country stating that Filipinos are allowed to participate in governmen
procurement activities for the same item or product.
☐ (o) Certification from the DTI if the Bidder claims preference as a Domestic Bidder of
Domestic Entity.
☐ (p) Document Request List
$\Box$ (q) Official Receipt for the proof of acquisition of tender documents
25 FINANCIAL COMPONENT ENVELOPE
☐ (a) Original of duly signed and accomplished Financial Bid Form; and
☐ (b) Original of duly signed and accomplished Price Schedule(s)
☐ (c) Original Bill of quantity
☐ (C) Original Bill of quantity

### Section IX. Bidding Forms

#### **Bid Form for the Procurement of Goods**

[shall be submitted with the Bid]

### SUPPLY & DELIVERY OF TWO (2) UNITS BRAND NEW MULTI-PURPOSE VEHICLE

Date :		
Project Identification No.	:	GS 2022-012-079

To: Dr. Rolando E. Dealca
BAC Chairperson
Bids and Awards Committee
City Government of Sorsogon
City Hall, Cabid-an, East Dist., Sorsogon City

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

If our Bid is accepted, we undertake:

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

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

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

f agentCurrencyCommiss	sion or g	ratuity	
if none, state "None") /			 

Name and address Amount and Dumass of

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 Abroad [shall be submitted with the Bid if bidder is offering goods from Abroad]

### For Goods Offered from Abroad

Name of Bidder	Project ID No.	GS 2022-012-079	Page	of

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

Name:
Legal Capacity:
Signature:
Duly authorized to sign the Bid for and behalf of:

### 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. <u>GS 2022-012-079 Page</u> of\_\_\_\_\_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:

### **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]	
	CONTRACT AGREEMENT	
	THIS AGREEMENT made the day of 20 between [name of PROCURITY] of the Philippines (hereinafter called "the Entity") of the one part and [name of Supplier] of [city as y of Supplier] (hereinafter called "the Supplier") of the other part;	
_	WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly [brief descript ds and services] and has accepted a Bid by the Supplier for the supply of those goods and services in the sutract price in words and figures in specified currency] (hereinafter called "the Contract Price").	

#### 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 referred to.
- 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.:
  - Philippine Bidding Documents (PBDs);
    - Schedule of Requirements; i.
    - Technical Specifications; ii.
    - iii. General and Special Conditions of Contract; and
    - Supplemental or Bid Bulletins, if any iv.
  - 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;
- Notice of Award of Contract; and the Bidder's conforme thereto; and iv.
- 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.
- 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.
- 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: [Insert Procuring Entity] [Insert Name of Supplier]

<u>Acknowledgment</u> [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 OF SORSOGON ) 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]

## **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 SORSOGON S.S.

BID SECURING DECLARATION Project Identification No.: GS 2022-012-079

To: Dr. Rolando E. Dealca
BAC Chairperson
Bids and Awards Committee
City Government of Sorsogon
City Hall, Cabid-an, East Dist., Sorsogon City

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 actsresulting 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/wefailed 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 theperformance 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]

### 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: **GS 2022-012-079** 

To: Dr. Rolando E. Dealca
BAC Chairperson
Bids and Awards Committee
City Government of Sorsogon
City Hall, Cabid-an, East Dist., Sorsogon City

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 ofexecution].

[Insert NAME OF BIDDER OR ITS AUTHORIZEDREPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant

#### [Jurat]

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

### MANPOWER REQIUREMENTS

Project Reference No: GS 2022-012-079

Name of the Project: SUPPLY & DELIVERY OF TWO (2) UNITS BRAND NEW MULTI-PURPOSE VEHICLE

Location of the Project: Sorsogon City

MANPOWER	DURATION			
	2 3 1 1 1	,		

Name of firm

Name & Signature of Bidder

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

**Business Name** Business Address

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

Name of Co Project (		a. Owner's Name b. Address c. Telephone	Nature of Work	a. Date Awarded b. Date Bidder's Started c. Date of Completion		% (	Value of Outstandin Works / Undelivere Portion				
		С.	Nos.		Description	1	%		Planned	Actual	
Government											
Private											
Note: This stateme	nt shall be supp	orted	with:		1			ı	Total Co	ost	
1 N	otice of Award	and/o	r Contract								
2 N	otice to Proceed	d issue	ed by the owner								
<i>3</i>	Certificate of Acc	compli	ishments signed	by the owner or authorized	d						
Submitted by	:_										
		(Prin	ted Name & Sign	nture)							
Designation	:_										
Date											

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

### Statement of Single Largest Contracts Completed (Government or Private Contract ) with in the last three (5) years from the date of submission and receipt of bid

Business N	lame :						
Business Addres	ss :						
	Name of Contract	d. Owner's Name		Bidder's i	Role	d. Amount at Award e. Amount at	a. Date Awarded b. Contract
		e. Address f. Telephone Nos.	Nature of Work	Description	%	Completion f. Duration	Effectivity c. Date Completed
Government							
Private							
Note: This state	ment shall be supported with:			<u> </u>			
1	Contract						
2	Certificate of Completion	1					
3	Certificate of Acceptance	?					
Submitted by							
Submitted by	(Printe	ed Name & Signature)					
Designation							
-							
Date	<i>-</i>						

Standard Form Number: SF-GOOD-14

Revised on: May 24, 2004

#### FINANCIAL DOCUMENTS FOR ELIGIBILITY CHECK

A. Summary of the Applicant Supplier's/Distributor's/Manufacturer's assets and liabilities on the basis of the attached income tax return and audited financial statement, stamped "RECEIVED" by the Bureau of Internal Revenue or BIR authorized collecting agent, for the immediately preceding year and a certified copy of Schedule of Fixed Assets particularly the list of construction equipment.

		Year 20
1.	Total Assets	
2.	Current Assets	
3.	Total Liabilities	
4.	Current Liabilities	
5.	Net Worth (1-3)	
6.	Net Working Capital (2-4)	

В.	The Net Financial Contracting Capacity (NFCC) based on the above data 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
	NFCC = P
	K=10 for a contract duration of one year or less, 15 for more than one year up to two years and 20 for more than two years
	or
	Commitment from a licensed bank to extend to it a credit line if awarded the contract or a cash deposit certificate in the amount of at least 10% of the proposed project to bid.
	Name of Bank: Amount:
sta	erewith attached are certified true copies of the income tax return and audited financial statement: imped "RECEIVED" by the BIR or BIR authorized collecting agent for the immediately preceding year d the cash deposit certificate or certificate of commitment from a licensed bank to extend a credit line.
Su	bmitted by:
Na	me of Supplier / Distributor / Manufacturer
	gnature of Authorized Representative te:

#### NOTE:

1. If Partnership or Joint Venture, each Partner or Member Firm of Joint Venture shall submit the above requirements.

### CITY GOVERNMENT OF SORSOGON

Sixth Edition July 2020