

BIDDING DOCUMENTS

Part 1

Procurement for the Supply of Ten (10)
Depot Equipment for the
Expansion of the Existing Depot at
Baclaran and Construction of a New
Satellite Depot at Zapote for LRT Line 1-
South (Cavite) Extension Project

Employer:	Department of Transportation
Procurement Agent:	Procurement Service
Country:	The Republic of the Philippines
Project:	Capacity Enhancement of Mass Transit Systems in Metro Manila
Loan No.:	PH-P255

Composition of Documents

PART 1 – BIDDING PROCEDURES

JICA Standard Bidding Documents [(Procurement of Goods) Version, May 2013]

- Section I. Instructions to Bidders (ITB)
- Section II. Bid Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria (EQC)
- Section IV. Bidding Forms (BF)
- Section V. Eligible Source Countries of Japanese ODA Loans (ESC)

PART 2 – SUPPLY REQUIREMENTS

- Section VI. Schedule of Requirements
 - 1. Terms and Conditions of Supply
 - 2. List of Goods and Delivery Schedule
 - 3. Technical Specifications (TS)
 - 4. Inspections and Tests
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 - 6. Training

PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS

- Section VII. General Conditions – GC
- Section VIII. Particular Conditions – PC
- Section IX. Contract Forms

PART 1 - Bidding Procedures

PART 1 – SECTION I

INSTRUCTIONS TO BIDDERS

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A. General

- 1. Scope of Bid**
- 1.1 In connection with the Invitation for Bids **specified in Section II, Bid Data Sheet (BDS)**, the Purchaser, as **specified in the BDS**, issues these Bidding Documents (hereinafter referred to as “Bidding Documents”) for the supply of Goods and Related Services incidental thereto as specified in Section VI, Schedule of Requirements. The name, identification, and number of the lot(s) (contract(s)) comprising this International Competitive Bidding (ICB) process are **specified in the BDS**.
- 1.2 Throughout these Bidding Documents:
- (a) the term “in writing” means communicated in written form and delivered against receipt;
 - (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and
 - (c) “day” means calendar day.
- 2. Source of Funds**
- 2.1 The Borrower **specified in the BDS** has applied for or received a Japanese ODA Loans from Japan International Cooperation Agency (hereinafter referred to as “JICA”), with the number, in the amount and on the signed date of the Loan Agreement **specified in the BDS**, toward the cost of the project **specified in the BDS**. The Borrower intends to apply a portion of the proceeds of the Loan to eligible payments under the Contract(s) for which these Bidding Documents are issued.
- 2.2 Disbursement of a Japanese ODA Loans by JICA will be subject, in all respects, to the terms and conditions of the Loan Agreement, including the disbursement procedures and the applicable Guidelines for Procurement under Japanese ODA Loans specified in the BDS. No party other than the Borrower shall derive any rights from the Loan Agreement or have any claim to the Loan proceeds.
- 2.3 The above Loan Agreement will cover only part of the project cost. As for the remaining portion, the Borrower will take appropriate measures for finance.
- 3. Corrupt and Fraudulent Practices**
- 3.1 In this ITB 3.1, “Contractors” is used as a synonym of “Suppliers.”
- It is JICA’s policy to require that Bidders and Contractors, as well as Borrowers, under contracts funded with Japanese ODA Loans and other Japanese ODA, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, JICA:
- (a) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
 - (b) will recognize a Bidder or Contractor as ineligible, for a period determined by JICA, to be awarded a contract funded with Japanese ODA Loans if it, at any time, determines that the Bidder or the Contractor has engaged in corrupt or fraudulent practices in competing for, or in executing, another contract funded with Japanese ODA Loans or other Japanese ODA; and

- (c) will recognize a Contractor as ineligible to be awarded a contract funded with Japanese ODA Loans if the Contractor or a Subcontractor, who has a direct contract with the Contractor, is debarred under the cross debarment decisions by the Multilateral Development Banks. Such period of ineligibility shall not exceed three (3) years from (and including) the date on which the cross debarment is imposed.

“Cross debarment decisions by the Multilateral development Banks” is a corporate sanction in accordance with the agreement among the African Development Bank Group, Asian Development Bank, European Bank for Reconstruction and Development, Inter-American Development Bank Group and the World Bank Group signed on 9 April (as amended from time to time), 2010. JICA will recognize the World Bank Group’s debarment of which period exceeds one year, imposed after 19 July, 2010, the date on which the World Bank Group started cross debarment, as “cross debarment decisions by the Multilateral Development Banks.” The list of debarred firms and individuals is available at the electronic address **specified in the BDS.**

JICA will recognize a Bidder or Contractor as ineligible to be awarded a contract funded with Japanese ODA Loans if the Bidder or Contractor is debarred by the World Bank Group for the period starting from the date of the Invitation for Bid, if prequalification has not been conducted; or the date of Advertisements for Prequalification, if prequalification has been conducted, up to the signing of the contract, unless (i) such debarment period does not exceed one year, or (ii) three (3) years have passed since such debarment decision.

If it is revealed that the Contractor was ineligible to be awarded a contract according to the above, JICA will, in principle, impose sanctions against the Contractor.

If it is revealed that a Subcontractor, who has a direct contract with the Contractor, was debarred by the World Bank Group on the sub-contract date, JICA will, in principle, require the Borrower to have the Contractor cancel the subcontract immediately, unless (i) such debarment period does not exceed one year, or (ii) three (3) years have passed since such debarment decision. If the Contractor refuses, JICA will require the Borrower to declare invalidity or cancellation of the contract and demand the refund of the relevant proceeds of the Loan or any other remedies on the grounds of contractual violation.

- 3.2 Furthermore, Bidders shall be aware of the provision stated in Sub-Clause 33.1 (a) of Section VIII, the General Conditions.

4. Eligible Bidders

- 4.1 A Bidder may be a firm that is a single entity or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a JV, all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the bidding process and, in the event the JV is awarded the Contract, during Contract execution.

- 4.2 A Bidder shall not have a conflict of interest. A Bidder shall not be employed under any of the circumstances set forth below where it is determined to have a conflict of interest throughout the bidding/selection process and/or the execution of the contract unless the conflict has been resolved in a manner acceptable to JICA.
- (a) A firm shall be disqualified from providing goods or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of a project that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm. This provision does not apply to the various firms (consultants, contractors, or suppliers) only due to the reason that those firms together are performing the Supplier's obligations under a turnkey or design and build contract.
 - (b) A firm that has a close business relationship with the Borrower's professional personnel, who are directly or indirectly involved in any part of: (i) the preparation of the prequalification and Bidding Documents for the Contract, (ii) the prequalification and Bid evaluation, or (iii) the supervision of such contract, shall be disqualified.
 - (c) Based on the "One Bid Per Bidder" principle, which is to ensure fair competition, a firm and any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm shall not be allowed to submit more than one Bid, either individually or as a member in a Joint Venture. A firm (including its affiliate), if acting in the capacity of a subcontractor in one Bid, may participate in other Bids, only in that capacity.
 - (d) A firm having any other form of conflict of interest other than (a) through (c) above shall be disqualified.
- 4.3 A Bidder shall be from any of the eligible source countries indicated in Section V, Eligible Source Countries of Japanese ODA Loans.
- 4.4 A Bidder that has been determined to be ineligible by JICA in accordance with ITB 3.1 shall not be eligible to be awarded a contract.
- 4.5 A Bidder shall provide such evidence of its continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

5. Eligible Goods and Related Services

- 5.1 All the Goods and Related Services to be supplied under the Contract and financed by JICA shall have their origin in any of the eligible source countries indicated in Section V, Eligible Source Countries of Japanese ODA Loans. At the Purchaser's request, Bidders may be required to provide evidence of the origin of the Goods and Related Services.

5.2 For purposes of this Clause, the term “goods” includes commodities, raw material, machinery, equipment, and industrial plants; and “related services” includes services such as insurance, installation, training, and initial maintenance.

5.3 The term “origin” means the place where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

B. Contents of Bidding Documents

6. Sections of Bidding Documents

6.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 8.

PART 1 Bidding Procedures

- Section I. Instructions to Bidders (ITB)
- Section II. Bid Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria (EQC)
- Section IV. Bidding Forms
- Section V. Eligible Source Countries of Japanese ODA Loans

PART 2 Supply Requirements

- Section VI. Schedule of Requirements

PART 3 Conditions of Contract and Contract Forms

- Section VII. General Conditions (GC)
- Section VIII. Particular Conditions (PC)
- Section IX. Contract Forms

6.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Documents.

6.3 Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the Bidding Documents, responses to requests for clarification, or Addenda to the Bidding Documents in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.

6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents, and to furnish with its Bid all information and documentation as is required by the Bidding Documents.

7. Clarification of Bidding Documents

7.1 A Bidder requiring any clarification of the Bidding Documents shall contact the Purchaser in writing at the Purchaser’s address **specified in the BDS**. The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than fourteen (14) days prior to the deadline for submission of Bids. The Purchaser shall forward copies of its response to all Bidders who have acquired the Bidding Documents in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so **specified in the BDS**, the Purchaser shall also promptly

publish its response at the web page **identified in the BDS**. Should the clarification result in changes to the essential elements of the Bidding Documents, the Purchaser shall amend the Bidding Documents following the procedure under ITB 8 and ITB 24.2.

- 8. Amendment of Bidding Documents**
- 8.1 At any time prior to the deadline for submission of Bids, the Purchaser may amend the Bidding Documents by issuing addenda.
- 8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents from the Purchaser in accordance with ITB 6.3. If so **specified in the BDS**, the Purchaser shall also promptly publish the addendum on the Purchaser's web page in accordance with ITB 7.1.
- 8.3 To give Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Purchaser may extend the deadline for the submission of Bids, pursuant to ITB 24.2.

C. Preparation of Bids

- 9. Cost of Bidding**
- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 10. Language of Bid**
- 10.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in the language **specified in the BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language of Bid, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- 11. Documents Comprising the Bid**
- 11.1 The Bid shall comprise the following:
- (a) Letter of Bid;
 - (b) completed Price Schedules, in accordance with ITB 12 and 14;
 - (c) Bid Security, in accordance with ITB 21;
 - (d) Acknowledgment of Compliance with the Guidelines for Procurement under Japanese ODA Loans (Form ACK), which shall be signed and dated by the Bidder's authorized representative;
 - (e) alternative Bids, if permissible, in accordance with ITB 13;
 - (f) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 22;
 - (g) documentary evidence in accordance with ITB 16, establishing the Bidder's eligibility to bid;
 - (h) documentary evidence in accordance with ITB 17, that the Goods and Related Services to be supplied by the Bidder are of

eligible origin;

- (i) documentary evidence in accordance with ITB 18, establishing that the Goods and Related Services conform to the Bidding Documents;
- (j) documentary evidence in accordance with ITB 19, establishing the Bidder's qualifications to perform the Contract if its Bid is accepted;
- (k) any other document required in the BDS.

11.2 In addition to the requirements under ITB 11.1, Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement.

12. Letters of Bid and Price Schedules

12.1 The Letter of Bid and the Price Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 22.2. All blank spaces shall be filled in with the information requested.

13. Alternative Bids

13.1 **Unless otherwise specified in the BDS** alternative Bids shall not be considered.

14. Bid Prices and Discounts

14.1 The prices and discounts (including any price reduction) quoted by the Bidder in the Letter of Bid and in the Price Schedules shall conform to the requirements specified below.

14.2 All items must be listed and priced separately in the Price Schedules.

14.3 The price to be quoted in the Letter of Bid in accordance with ITB 12.1 shall be total price of the Bid, excluding any discounts offered.

14.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid in accordance with ITB 12.1.

14.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, **unless otherwise specified in the BDS**. A Bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to ITB 33. However, **if in accordance with the BDS**, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a Bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

14.6 If so indicated in ITB 1.1, Bids are being invited for individual lots (contracts) or for any combination of lots (packages). Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify in their Letter of Bid the price reduction applicable to each package, or alternatively, to individual contracts within the package. Discounts shall be submitted in accordance with ITB 14.4, provided the Bids for all lots (contracts) are opened at the same time.

- 14.7 The terms EXW, CIP, and other similar terms shall be governed by the rules prescribed in the latest edition of Incoterms published by the International Chamber of Commerce, as of the date twenty-eight (28) days prior to the latest date for submission of the Bids.
- 14.8 Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding Forms. The disaggregation of price components is required solely for the purpose of facilitating the comparison of Bids by the Purchaser. This shall not in any way limit the Purchaser's right to contact on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible source country, in accordance with Section V, Eligible Source Countries of Japanese ODA Loans. Similarly, the Bidder may obtain insurance services from any eligible source country in accordance with Section V, Eligible Source Countries of Japanese ODA Loans. Prices shall be entered in the following manner:
- (a) For Goods supplied from within the Purchaser's country:
- (i) the price of the Goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods.
 - (ii) any Purchaser's Country sales tax and other taxes which will be payable on the Goods if the Contract is awarded to the Bidder; and
 - (iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) **specified in the BDS.**
- (b) For Goods supplied from outside the Purchaser's Country:
- (i) the price of the Goods, quoted CIP named place of destination, in the Purchaser's Country, as **specified in the BDS;** and
 - (ii) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) **specified in the BDS.**
- (c) For Related Services, other than inland transportation and other services required to convey the Goods to the final destination, whenever such Related Services are specified in Section VI, Schedule of Requirements.
- (i) the local currency cost component of each item comprising the Related Services; and
 - (ii) the foreign currency cost component of each item comprising the Related Services, inclusive of all custom duties, sales and other similar taxes applicable in the Purchaser's Country, payable on the Related Services, if the Contract is awarded to the Bidder.

15. Currencies of Bid and Payment

- 15.1 The currency (ies) of the Bid shall be, as **specified in the BDS.** Payment of the Contract Price shall be made in the currency or currencies in which the Bid Price is expressed in the Bid of the

successful Bidder.

- 16. Documents Establishing the Eligibility of the Bidder**
- 16.1 Bidders shall provide in the corresponding sheets included in Section IV, Bidding Forms, information to establish their eligibility in accordance with ITB 4.
- 17. Documents Establishing the Eligibility of the Goods and Related Services**
- 17.1 To establish the eligibility of the Goods and Related Services in accordance with ITB 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.
- 18. Documents Establishing the Conformity of the Goods and Related Services**
- 18.1 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VI, Schedule of Requirements.
- 18.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.
- 18.3 The bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the BDS** following commencement of the use of the Goods by the Purchaser.
- 18.4 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Schedule of Requirements.
- 19. Documents Establishing the Qualifications of the Bidder**
- 19.1 The documentary evidence of the Bidder's qualifications to perform the contract if its Bid is accepted shall establish to the Purchaser's satisfaction.
- (a) that, if **required in the BDS**, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country.
- (b) that, if **required in the BDS**, in case of a Bidder not doing business within the Purchaser's Country, the Bidder is r will be (if awarded the Contract) represented by an agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical

Specifications; and

- (c) that the Bidder meets each of the qualification criteria specified in Section III, Evaluation and Qualification Criteria.

20. Period of Validity of Bids

- 20.1 Bids shall remain valid for the period **specified in the BDS** after the Bid submission deadline date prescribed by the Purchaser in accordance with ITB 24.1. A Bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- 20.2 In exceptional circumstances, prior to the expiration of the Bid validity period, the Purchaser may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. The Bid Security shall also be extended for twenty-eight (28) days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in ITB 20.3.
- 20.3 If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial Bid validity, the Contract Price shall be determined as follows:
- (a) In the case of Fixed Price Contracts, the Contract Price shall be the Bid Price adjusted by the factor **specified in the BDS**.
 - (b) In the case of adjustable price contracts, to determine the Contract Price, the fixed portion of the Bid Price shall be adjusted by the factor **specified in the BDS**.
 - (c) In any case, Bid evaluation shall be based on the Bid Price without taking into consideration the effect of the corrections indicated above.

21. Bid Security

- 21.1 The Bidder shall furnish as part of its Bid a Bid Security in the amount and currency **specified in the BDS**.
- 21.2 The Bid Security shall be a demand guarantee in any of the following forms at the Bidder's option:
- (a) an unconditional guarantee issued by a bank or financial institution (such as an insurance, bonding or surety company);
 - (b) an irrevocable letter of credit;
 - (c) a cashier's or certified check; or
 - (d) another security **specified in the BDS**,

from a reputable source from an eligible source country. If the unconditional guarantee is issued by a financial institution located outside the Purchaser's Country, the issuing financial institution located in the Purchaser's Country to make it enforceable. In the case of a bank guarantee, the Bid Security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms or in another substantially similar format approved by the Purchaser prior to Bid submission. In either case, the form must include the complete name of the Bidder. The Bid Security shall be valid for twenty-eight (28) days beyond the original validity period of the Bid, or beyond any period of extension if requested under ITB 20.2.

- 21.3 Any Bid not accompanied by a substantially responsive Bid Security shall be rejected by the Purchaser as non-responsive.
- 21.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the Contract and furnishing the Performance Security pursuant to ITB 44.
- 21.5 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required Performance Security.
- 21.6 The Bid Security may be forfeited:
- (a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Letters of Bid, or any extension thereto provided by the Bidder; or
 - (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB 43; or
 - (ii) furnish a Performance Security in accordance with ITB 44.
- 21.7 The Bid Security of a JV shall be in the name of the JV that submits the Bid. If the JV has not been legally constituted into a legally enforceable JV at the time of bidding, the Bid Security shall be in the names of all future members as named in the letter of intent referred to in ITB 4.1 and ITB 11.2.

22. Format and Signing of Bid

- 22.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB 11 and clearly mark it "ORIGINAL Alternative Bids, if permitted in accordance with ITB 13, shall be clearly marked "ALTERNATIVE". In addition, the Bidder shall submit copies of the Bid, in the number **specified in the BDS** and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.
- 22.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as **specified in the BDS** and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid where entries or amendments have been made shall be signed or initialed by the person signing the Bid.
- 22.3 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.
- 22.4 Any interlineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

D. Submission and Opening of Bids

23. Submission, Sealing and

- 23.1 Bidders may submit their Bids by mail or by hand. Procedures for submission, sealing and marking are as follows:

Marking of Bids

Bidders shall enclose the original each copy of the Bid including alternative Bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL,” “ALTERNATIVE” and “COPY.” These envelopes containing the original, the copies and the alternative(s), if any, shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB 23.2 through 23.3.

- 23.2 The inner and outer envelopes shall:
- (a) bear the name and address of the Bidder;
 - (b) be addressed to the Purchaser in accordance with ITB 24.1;
 - (c) bear the specific identification of this bidding process specified in BDS 1.1; and
 - (d) bear a warning not to open before the time and date for Bid opening, in accordance with ITB 27.1.
- 23.3 If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the Bid.

24. Deadline for Submission of Bids

- 24.1 Bids must be received by the Purchaser at the address and no later than the date and time **specified in the BDS**.
- 24.2 The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with ITB 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

25. Late Bids

- 25.1 The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 24. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.

26. Withdrawal, Substitution, and Modification of Bids

- 26.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 22.2, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be:
- (a) prepared and submitted in accordance with ITB 22 and ITB 23 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION;” and
 - (b) received by the Purchaser prior to the deadline prescribed for submission of Bids, in accordance with ITB 24.
- 26.2 Bids requested to be withdrawn in accordance with ITB 26.1 shall be returned unopened to the Bidders.
- 26.3 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the expiration of

the period of Bid validity specified by the Bidder on the Letter of Bid or any extension thereof.

27. Bid Opening

- 27.1 Except in the cases specified in ITB 25 and ITB 26, the Purchaser shall publicly open and read out in accordance with ITB 27.5 all Bids received by the deadline, at the date, time and place **specified in the BDS**, in the presence of Bidders' designated representatives and anyone who choose to attend.
- 27.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Bid shall not be opened, but returned to the Bidder. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Bid opening.
- 27.3 Second, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Bid opening.
- 27.4 Next, outer envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening.
- Only envelopes that are opened and read out at Bid opening shall be considered further.
- 27.5 All other envelopes shall be opened one at a time, reading out:
- (a) the name of the Bidder;
 - (b) whether there is a modification;
 - (c) Bid Prices, per lot (contract) if applicable, including any discounts and alternative Bid;
 - (d) the presence or absence of a Bid Security; and
 - (e) any other details as the Purchaser may consider appropriate.
- Only discounts and alternative Bids read out at Bid opening shall be considered for evaluation. No Bid shall be rejected at Bid opening except for late Bids, in accordance with ITB 25.1.
- 27.6 The Purchaser shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot (contract) if applicable, including any discounts, and alternative Bids; and the presence or absence of a Bid Security. The Bidders' representatives who are present to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

E. Evaluation and Comparison of Bids

- 28. Confidentiality**
- 28.1 Information relating to the evaluation of Bids and recommendation of Contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders in accordance with ITB 42.
- 28.2 Any attempt by a Bidder to influence the Purchaser in the evaluation of the Bids or Contract award decisions may result in the rejection of its Bid.
- 28.3 Notwithstanding ITB 28.2, from the time of Bid opening to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it shall do so in writing.
- 29. Clarification of Bids**
- 29.1 To assist in the examination, evaluation, and comparison of the Technical and Price Bids, and qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid, giving a reasonable time for a response. Any clarification submitted by a Bidder that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease in the prices or substance of the Bid, shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the Bids, in accordance with ITB 35.
- 29.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Purchaser's request for clarification, its Bid may be rejected.
- 30. Deviations, Reservations, and Omissions**
- 30.1 During the evaluation of Bids, the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the Bidding Documents;
 - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and
 - (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents.
- 31. Preliminary Examination of Bids**
- 31.1 The Purchaser shall examine Bids to confirm that all documents and information requested in ITB 11.1 have been provided, and to determine the completeness of each document submitted.
- 31.2 The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the Bid shall be rejected.
- (a) Letter of Bid;
 - (b) written confirmation of authorization to commit the Bidder;
 - (c) Bid Security; and
 - (d) Price Schedules.

- 32. Qualification of the Bidder**
- 32.1 The Purchaser shall determine to its satisfaction whether Bidders meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria, during the evaluation of Bids.
- 32.2 Instead of determining the qualification of all the Bidders, the Purchaser may choose to carry out the assessment of the qualification criteria specified in Section III, Evaluation and Qualification Criteria, only for the Bidder who submitted the lowest evaluated and substantially responsive Bid.
- 32.3 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 19.
- 32.4 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event, if the assessment of the Bidder's qualification was conducted for the lowest evaluated Bidder only, in accordance with ITB 32.2, the Purchaser shall proceed to the next lowest evaluated Bid to make a similar determination of that Bidder's capabilities to perform the Contract satisfactorily.
- 33. Determination of Responsiveness**
- 33.1 The Purchaser's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in ITB 11.
- 33.2 A substantially responsive Bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,
- (a) if accepted, would:
- (i) affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
- (ii) limit in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or
- (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.
- 33.3 The Purchaser shall examine the technical aspects of the Bid submitted in accordance with ITB 17 and 18, in particular, to confirm that all requirements of Section VI, Schedule of Requirements have been met without any material deviation, reservation, or omission.
- 33.4 If a Bid is not substantially responsive to the requirements of the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.
- 34. Nonmaterial Nonconformities**
- 34.1 Provided that a Bid is substantially responsive, the Purchaser may waive any nonconformities in the Bid that do not constitute a material deviation, reservation or omission.
- 34.2 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify

nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

34.3 Provided that a Bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The adjustment shall be made using the method indicated in Section III, Evaluation and Qualification Criteria.

35. Correction of Arithmetical Errors

35.1 Provided that the Bid, is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:

- (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

35.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 35.1, shall result in the rejection of the Bid.

36. Conversion to Single Currency

36.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted into a single currency as **specified in the BDS**.

37. Evaluation of Bids

37.1 The Purchaser shall use the criteria and methodologies listed in this Clause. No other criteria or methodology shall be permitted.

37.2 To evaluate a Bid, the Purchaser shall consider the following:

- (a) the Bid Price as quoted in accordance with ITB 14.
- (b) price adjustment for correction of arithmetic errors in accordance with ITB 35.1;
- (c) price adjustment due to discounts offered in accordance with ITB 14.4;
- (d) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 34.3;
- (e) converting the amount resulting from applying (a) to (d) above, if relevant, to a single currency in accordance with ITB 36; and
- (f) the additional evaluation factors specified in Section III,

Evaluation and Qualification Criteria.

- 37.3 The estimated effect of the price adjustment provisions of the Condition of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.
- 37.4 If these Bidding Documents allow Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Letter of Bid, is specified in Section III, Evaluation and Qualification Criteria.
- 37.5 The Purchaser's evaluation of a Bid will exclude and not take into account:
- (a) in the case of Goods supplied from within the Purchaser's Country, sales and other similar taxes, which will be payable on the Goods if a Contract is awarded to the Bidder;
 - (b) in the case of Goods supplied from outside the Purchaser's Country, customs duties and other import taxes levied on the imported Goods, sales and other similar taxes, which will be payable on the Goods if the Contract is awarded to the Bidder;
 - (c) any allowance for price adjustment during the period of execution of the Contract, if provided in the Bid.
- 37.6 The Purchaser's evaluation of a Bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bids in accordance with Section III, Evaluation and Qualification Criteria.
- 38. Comparison of Bids** 38.1 The Purchaser shall compare the evaluated prices of all substantially responsive Bids in accordance with ITB 37.2 to determine the lowest evaluated Bid.
- 39. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids** 39.1 The Employer reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically, Bid Securities shall be promptly returned to the Bidders.

F. Award of Contract

- 40. Award Criteria** 40.1 Subject to ITB 39.1, the Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- 41. Purchaser's Right to Vary Quantities at** 41.1 At the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VI, Schedule of Requirements, provided this does not exceed the percentages **specified in the BDS**, and without

- Time of Award** any change in the unit prices or other terms and conditions of the Bid and the Bidding Documents.
- 42. Notification of Award**
- 42.1 Prior to the expiration of the period of Bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter shall specify the sum that the Purchaser will pay the Supplier in consideration of the supply of the Goods and Related Services (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”).
- 42.2 At the same time, the Purchaser shall also notify all other Bidders of the results of the bidding.
- 42.3 After a Contract has been determined to be eligible for financing under Japanese ODA Loans, the following information may be made public by JICA:
- (a) name of each Bidder who has submitted a Bid;
 - (b) Bid Prices as read out at Bid opening;
 - (c) name and address of the successful Bidder;
 - (d) name and address of the supplier; and
 - (e) award date and amount of the Contract.
- 42.4 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 42.5 After notification of award, unsuccessful Bidders may request, in writing, to the Purchaser a debriefing seeking explanations on the grounds on which their Bids were not selected. The Purchaser shall promptly respond, in writing, to any unsuccessful Bidders who, after the notification of award in accordance with ITB 42.1, request a debriefing.
- 43. Signing of Contract**
- 43.1 Promptly upon notification, the Purchaser shall send the successful Bidder the Contract Agreement.
- 43.2 Within twenty-eight (28) days of receipt of the Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.
- 43.3 Notwithstanding ITB 43.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/goods, systems or services, the Bidder shall not be bound by its Bid.
- 44. Performance Security**
- 44.1 Within twenty-eight (28) days of the receipt of the notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the General Conditions of Contract, using for that purpose the Performance Security Form included in Section IX Contract Forms, or another form acceptable to the Purchaser. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined

by the successful Bidder to be acceptable to the Purchaser. A foreign institution providing a bond shall have a correspondent financial institution located in the Purchaser's Country.

- 44.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

PART I – SECTION II
BID DATA SHEET

Bid Data Sheet

A. General	
ITB 1.1	The number of the Invitation for Bids is: IFB No.: <u>SBAC-19-PH-P255</u>
ITB 1.1	The Purchaser is: Department of Transportation (DOTr).
ITB 1.1	The name, identification and number of the lot(s) (contract(s)) comprising this International Shopping is: Procurement for the Supply of Ten (10) Depot Equipment for the Expansion of the Existing Depot at Baclaran and Construction of a New Satellite Depot at Zapote for LRT Line 1-South (Cavite) Extension Project.
ITB 2.1	The Borrower is: the Government of the Republic of the Philippines.
ITB 2.1	The number of the Loan Agreement is: PH-P255 The amount of a Japanese ODA Loan is: Forty Three Billion Two Hundred Fifty Two Million Japanese Yen (JPY 43,252,000,000). The signed date of the Loan Agreement is: March 27, 2013.
ITB 2.1	The name of the Project is: Capacity Enhancement of Mass Transit Systems in Metro Manila
ITB 2.2	The applicable Guidelines for Procurement under Japanese ODA Loans are those published in April 2012.
ITB 3.1(c)	A list of debarred firms and individuals is available at the World Bank's website: www.worldbank.org/debarr .
B. Bidding Documents	
ITB 7.1	For clarification purposes only, the Procuring Agent's address is: Attention: THE CHAIRPERSON Special Bids and Awards Committee Address: Special Bids and Awards Committee Procurement Service PS-DBM Compound, Cristobal Street Paco, Manila 1007 Philippines E-mail: lrtline1southextensionproject@ps-philgeps.gov.ph Telephone: 8-290-6300; 8-290-6400 local 8031 and 8057
ITB 7.1	Responses to any request for clarification, if any, will be published on the Procurement Service (PS) and Department of Transportation (DOTr) web pages indicated below : Web pages: www.ps-philgeps.gov.ph ; www.dotr.gov.ph

ITB 8.2	Addenda, if any, will be published on the Purchaser's and Procuring Agent's web pages.
C. Preparation of Bids	
ITB 10.1	The language of the Bid is: English.
ITB 11.1(k)	The Bidder shall submit with its Bid the following additional documents: Form DEC- Declaration as to the Origin of Goods and Services and the Eligibility of Supplier(s)
ITB 14.8 (a)(iii) and (b)(ii)	Final destination (Project Site): LRT Line 1 Baclaran Expansion Depot LRTA Compound, Aurora Blvd., Pasay City 1300 Metro Manila
ITB 14.8 (b)(i)	Place of destination: LRT Line 1 Baclaran Expansion Depot LRTA Compound, Aurora Blvd., Pasay City 1300 Metro Manila
ITB 15.1	The currency(ies) of the Bid shall be as follow: (a) Goods supplied from outside the Purchaser's Country shall be quoted entirely in Japanese Yen. (b) Goods supplied from within the Purchaser's Country shall be quoted in the currency of the Purchaser's Country in Philippine peso. (c) Related Services, other than inland transportation and other services required to convey the Goods to their final destination, shall be quoted in either foreign and/or local currency, depending upon the currency in which the cost are to be incurred.
ITB 18.3	Period of time the Goods are expected to be functioning (for the purpose of spare parts): Fifteen (15) years.
ITB 19.1(a)	Manufacturer's Authorization is: Required
ITB 19.1(b)	The Bidder is to be represented by an agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations: Not Required
ITB 20.1	The Bid validity period shall be Ninety (90) days
ITB 20.3 (a)	The Bid Price shall be adjusted by the following factor: The local currency portion shall be adjusted based on the Consumer Price Index of the Philippines (all items) published by the Philippine Statistics Authority (PSA). Adjustments to the foreign currency portion of the Bid shall be made.
ITB 20.3 (b)	The fixed portion of the Bid Price shall be adjusted by the following factor: It is Not Applicable.

<p>ITB 22.1</p>	<p>In addition to the original of the Bid, the number of copies is: Five (5) copies and one (1) electronic copy in CD ROM for the Bid. It is sufficient that only the “ORIGINAL” bid is submitted with original signatures and initials and that the Five (5) copies may be photocopies of the signed and initialed “ORIGINAL” Bid.</p> <p>The CD ROM for the Bid is to be inserted into the envelope marked “Bid-Copy”.</p>															
<p>ITB 22.2</p>	<p>The written confirmation of authorization to sign on behalf of the Bidder shall, corresponding to whether the Bidder is a Corporation, Partnership, JV or Sole Proprietorship, consist of the applicable document as follows:</p> <table border="1" data-bbox="422 539 1393 779"> <thead> <tr> <th data-bbox="422 539 464 595"></th> <th data-bbox="464 539 730 595">TYPE OF ENTITY</th> <th data-bbox="730 539 1393 595">DOCUMENT</th> </tr> </thead> <tbody> <tr> <td data-bbox="422 595 464 629">1</td> <td data-bbox="464 595 730 629">Corporation</td> <td data-bbox="730 595 1393 629">Board Resolution with Board Secretary Certificate</td> </tr> <tr> <td data-bbox="422 629 464 663">2</td> <td data-bbox="464 629 730 663">Partnership</td> <td data-bbox="730 629 1393 663">Articles of Partnership</td> </tr> <tr> <td data-bbox="422 663 464 730">3</td> <td data-bbox="464 663 730 730">Joint Venture (JV)</td> <td data-bbox="730 663 1393 730">Certified Authorization or Resolution from each member</td> </tr> <tr> <td data-bbox="422 730 464 779">4</td> <td data-bbox="464 730 730 779">Sole Proprietorship</td> <td data-bbox="730 730 1393 779">Special Power of Attorney (SPA)</td> </tr> </tbody> </table> <p>For a Japanese Company bidding as a Corporation, a Special Power of Attorney (SPA) may be substituted for a Board Resolution with Board Secretary Certificate. However, in the case of a JV, evidence shall be provided to demonstrate that the person(s) signing the SPA is authorized to sign for and on behalf of each member of the JV.</p>		TYPE OF ENTITY	DOCUMENT	1	Corporation	Board Resolution with Board Secretary Certificate	2	Partnership	Articles of Partnership	3	Joint Venture (JV)	Certified Authorization or Resolution from each member	4	Sole Proprietorship	Special Power of Attorney (SPA)
	TYPE OF ENTITY	DOCUMENT														
1	Corporation	Board Resolution with Board Secretary Certificate														
2	Partnership	Articles of Partnership														
3	Joint Venture (JV)	Certified Authorization or Resolution from each member														
4	Sole Proprietorship	Special Power of Attorney (SPA)														
<p>D. Submission and Opening of Bids</p>																
<p>ITB 24.1</p>	<p>For Bid submission purposes only, the Procuring Agent’s address is:</p> <p>Attention: <u>THE CHAIRPERSON</u> <u>Special Bids and Awards Committee</u></p> <p>Address: Special Bids and Awards Committee Procurement Service PS-DBM Compound, Cristobal Street Paco, Manila 1007 Philippines</p> <p>The deadline for Bid Submission is on:</p> <p>Date: <u>February 7, 2020</u></p> <p>Time: <u>10:00 A.M.</u></p>															
<p>ITB 27.1</p>	<p>The Bid opening shall take place on:</p> <p>Date: <u>February 7, 2020</u></p> <p>Time: <u>10:30 A.M.</u></p> <p>2ND Floor, PS-Conference Room, Procurement Service - DBM, PS-DBM Compound, Cristobal Street, Paco, Manila 1007 Philippines</p>															
<p>E. Evaluation, and Comparison of Bids</p>																
<p>ITB 36.1</p>	<p>The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid Prices expressed in various currencies into a single currency is: Japanese Yen.</p>															

	<p>The source of exchange rate shall be: Bangko Sentral ng Pilipinas (BSP)</p> <p>The date for the exchange rate shall be: Thirty (30) days prior to the date for Bid Submission deadline.</p>
ITB 41.1	<p>The maximum percentage by which quantities may be increased is: Not Applicable</p> <p>The maximum percentage by which quantities may be decreased is: Not Applicable</p>

**PART 1 - SECTION III
EVALUATION AND QUALIFICATION
CRITERIA**

Evaluation and Qualification Criteria

1. Evaluation

1.1 Other Factors (ITB 37.6)

The Purchaser's evaluation of a Bid may take into account, in addition to the Bid Price quoted in accordance with ITB 14.8, one or more of the following factors as specified in ITB 37.2 (f) using the following criteria and methodologies:

(a) Delivery Schedule

Not Applicable

(b) Payment Schedule

No adjustment will be made for evaluation to the Bid Price of Bid.

(c) Technical Advantage

Not Applicable

(d) Availability in the Purchaser' Country of spare parts and after sales service for equipment offered in the Bid.

An adjustment equal to the cost to the Purchaser of establishing the minimum service facilities and parts inventories, if quoted separately, shall be made to the Bid Price, for evaluation purposes only as follows:

Not Applicable.

(e) Projected operating and maintenance costs.

Operating and maintenance cost. An adjustment to take into account the operating and maintenance costs of the Goods will be added to the Bid Price, for evaluation purposes only. The adjustment will be made as follows:

Not Applicable

(f) Performance and productivity of the equipment:

Not Applicable

(g) Specific additional criteria

g.1) Purchaser may take into account the early delivery schedule proposed by Bidder when proposed Bid price of Bid are the same.

g.2) Purchaser may take into account the proposed manufacturer's technical advantage where purchaser may have benefit.

g.3) Purchaser has the right to choose different supplier for each line item based on the evaluation result.

1.2 Multiple Contracts (37.4)

Not Applicable

2. Qualification (ITB 32)

(i) Exchange Rate for Qualification Criteria

Wherever a Form in Section IV, Bidding Forms, requires a bidder to state a monetary amount, Bidders should indicate the USD equivalent using the rate of exchange determined as follows:

- (a) For turnover or financial data required for each year – Exchange rate prevailing on the last day of the respective calendar year.
- (b) Value of single Contract – Exchange rate prevailing on the date of the Contract.

Exchange rates shall be taken from the publicly available source **identified in BDS 36.1** or, in case such rates are not available in the source identified above, any other publicly available source acceptable to the Purchaser. Any error in determining the exchange rates may be corrected by the Purchaser.

(ii) Qualification Criteria for Multiple Contracts

Not Applicable

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Factor /Sub-Factor	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
2.1 Eligibility							
2.1.1	Nationality	Nationality in accordance with ITB 4.3.	Must meet requirement	N/A	Must meet requirement	N/A	Form ELI –1 with attachments
2.1.2	Conflict of Interest	No conflicts of interests as described in ITB 4.2.	Must meet requirement	N/A	Must meet requirement	N/A	Letter of Bid
2.1.3	JICA Ineligibility	Not having been declared ineligible by JICA as described in ITB 4.4.	Must meet requirement	N/A	Must meet requirement	N/A	Letter of Bid Form ACK

Note: Original language (Japanese) for the attachment is acceptable.

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Factor/ Sub-Factor	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
2.2 Historical Contract Non-Performance							
2.2.1	History of non-performing Contracts	Non-performance of a contract ⁽ⁱ⁾ did not occur as a result of Contractor's default since 1st January 2018 .	Must meet requirement ⁽ⁱⁱ⁾	N/A	Must meet requirement ⁽ⁱⁱ⁾	N/A	Form CON
2.2.2	Pending Litigation	All pending litigation shall in total not represent more than Fifty percent (50%) of the Bidder's net worth and shall be treated as resolved against the Bidder.	Must meet requirement ⁽ⁱⁱ⁾	N/A	Must meet requirement ⁽ⁱⁱ⁾	N/A	Form CON
2.2.3	Litigation History	No consistent history of court/arbitral award decisions against the Bidder ⁽ⁱⁱⁱ⁾ since 1st January 2014	Must meet requirement ⁽ⁱⁱ⁾	N/A	Must meet requirement ⁽ⁱⁱ⁾	N/A	Form CON
<p><u>Notes for the Bidder</u></p> <p>(i) Non-performance, as decided by the Purchaser, shall include all contracts: (a) where non-performance was not challenged by the supplier, including through referral to the dispute resolution mechanism under the respective Contract, and (b) that were so challenged but fully settled against the supplier.</p> <p>Non-performance shall not include contracts where Purchaser's decision was overruled by the dispute resolution mechanism. Non-performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.</p>							

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Factor/ Sub-Factor	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
2.2 Historical Contract Non-Performance							
(ii) This requirement also applies to contracts executed by the Bidder as a JV member.							
(iii) The Bidder shall provide accurate information on the related Bidding Form about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five (5) years. A consistent history of awards against the Bidder or any member of a joint venture may result in failure of the Bid.							

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Factor/ Sub-Factor	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
2.3 Financial Situation							
2.3.1	Financial Performance	The audited balance sheets or, if not required by the law of the Bidder's country, other financial statements acceptable to the Purchaser, for the last five (5) years ¹ shall be submitted and must demonstrate the current soundness of the Bidder's financial position and its prospective long term profitability . As the minimum requirement, a Bidder's net worth calculated as the difference between total assets and total liabilities should be positive ² .	Must meet requirement	N/A	Must meet requirement	N/A	Form FIN – 1 with attachments
2.3.2	Average Annual Turnover	Minimum average annual turnover of Five Million US Dollars (USD 5,000,000.00) ³ , calculated as total certified payments received for contracts in progress and/or completed, within the last five (5) years divided by five (5) years.	Must meet requirement	Must meet requirement	Must meet Twenty Five percent (25%) of the requirement	Must meet Forty percent (40%) of the requirement	Form FIN –2

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Factor/ Sub-Factor	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
2.3 Financial Situation							
2.3.3	Financial Resources	(i) The Bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the cash flow requirements estimated as Seven Hundred Thousand US Dollars (USD 700,000.00) for the subject Contract(s) net of the Bidder's other commitments.	Must meet requirement	Must meet requirement	Must meet Twenty Five percent (25%) of the requirement	Must meet Forty percent (40%) of the requirement	Form FIR- 1
		(ii) The Bidders shall also demonstrate, to the satisfaction of the Purchaser, that it has adequate sources of finance to meet the cash flow requirements on contract currently in execution and for future contract commitments.	Must meet requirement	Must meet requirement	N/A	N/A	Form FIR– 1 and Form FIR - 2

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Factor/ Sub-Factor	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
2.4 Experience							
2.4.1	General Experience	Experience under supply contracts in the role of prime supplier (single entity or JV member) or subcontractor for at least the last [insert number] years ¹ starting 1 st January [insert year].	Must meet requirement (N/A)	N/A	Must meet requirement (N/A)	N/A	Form EXP-1 (N/A)
2.4.2	Specific Experience	A minimum number of two (2) similar contracts completed as a depot equipment and/or railways supplier (single entity or JV member or Subcontractor) ⁽ⁱ⁾ between 1 st January 2009 and the Bid submission deadline.	Must meet requirement	Must meet requirements	N/A	N/A	Form EXP - 2
2.4.3	Production and Sales of Goods offered	Goods offered have been in production for at least [insert number] years and a minimum of [insert number] units of similar capacity ⁽ⁱⁱⁱ⁾ have been sold, between 1 st January [insert year] and the Bid submission deadline.	Must meet requirements (N/A)	Must meet requirements (N/A)	N/A	N/A	Form EXP-3 (N/A)

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Factor/ Sub-Factor	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
2.4 Experience							
<u>Notes for the Bidder</u>							
<p>(i) For contracts under which the Bidder participated as a JV member, only the Bidder's share, by capacity, shall be considered to meet this requirement.</p> <p>(ii) The similar capacity shall be based on the characteristics described in Section VI, Schedule of Requirement.</p> <p>(iii) Such a subcontractor shall be named in the Contract.</p>							

PART 1 - SECTION IV

BIDDING FORMS

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Letter of Bid

Date: _____

Loan Agreement No.: **PH-P255**

IFB No.: **SBAC-19-PH-P255**

To: **THE CHAIRPERSON**
Special Bids and Awards Committee
Procurement Service
PS-DBM Compound, Cristobal Street
Paco, Manila 1007
Philippines

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB 8): *[insert the number and issuing date of each Addendum]*;
- (b) We, including any subcontractors/ suppliers, for any part of the Contract, meet the eligibility requirements in accordance with ITB4 and ITB 5;
- (c) We, including any subcontractors/ suppliers, for any part of the Contract, have no conflict of interest in accordance with ITB4;
- (d) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services, for the: Procurement for the Supply of Ten (10) Depot Equipment for the Expansion of the Existing Depot at Baclaran and Construction of a New Satellite Depot at Zapote for LRT Line 1 – South (Cavite) Extension Project, involves Design, Fabrication, Delivery, Transportation, Installation, Testing and Commissioning, Training and Supply of Maintenance Manual;
- (e) The total price of our Bid, excluding any discounts offered in item (f) below, is: *[In case of only one lot, insert the total Bid Price in words and figures, indicating the various amounts and the respective currencies]*;
- (f) The discounts offered and the methodology for their application are:

The discounts offered: *[specify in detail each discount offered]*;

The exact method of calculations to determine the net price after application of discounts is shown below: *[specify in detail the method that shall be used to apply the discounts]*;
- (g) Our Bid shall be valid for a period of *[specify the number of calendar days]* days from the date fixed for the Bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (h) If our Bid is accepted, we commit to obtain a Performance security in accordance with the Bidding Documents.
- (i) We are not participating, as a Bidder or as a subcontractor/supplier, in more than one Bid in this bidding process in accordance with ITB 4.2(c), other than alternative Bids submitted in accordance with ITB 13;

- (j) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (k) We understand that you are not bound to accept the lowest evaluated Bid or any other Bid that you may receive; and
- (l) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption.

Name of the Bidder**[insert complete name of the Bidder]*

Name of the person duly authorized to sign the Bid on behalf of the Bidder***[insert complete name of person duly authorized to sign the Bid]*

Title of the person signing the Bid *[insert complete title of the person signing the Bid]*

Signature of the person named above *[insert signature of person whose name and capacity are shown above]*

Date signed *[insert date of signing]* day of *[insert month]*, *[insert year]*

*: In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder.

** : Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid.

Price Schedule: Goods Supplied from outside Purchaser's Country

No.	Description of Goods	Unit	Qty	Rate		Amount		Proposed Delivery Schedule (within 24 mos.)	Remarks
				Local (PHP)	Foreign (JPY)	Local (PHP)	Foreign (JPY)		
1	Pneumatic Valve Tester	Set	1						
2	Air Compressor Tester	Set	1						
3	Electric Relay Tester	Set	1						
4	Car Mover	Set	1						
5	High Speed Breaker Tester	Set	1						
6	Bearing Removal and Pressing- in Device	Set	2						
7	Track Maintenance Vehicle	Set	1						
8	Track Geometry Measuring Equipment	Set	1						
9.1	OCS Maintenance Vehicle	Set	1						
9.2	Contact Wire Video Capture Data evaluation and storage unit (include PC for Diagnostic Software, Digital CW Height and Stagger Measuring Device)	Set	1						
10	Levelling Valve Tester	Set	1						
A	Sub Total								
11	Total Vatable Amount								
12	Value Added Tax (VAT 12%) (11 x 12%)								
B	TOTAL (11 + 12)								

Form COD-1: Country of Origin Declaration Form

The Supplier is to complete the Country of Origin Declaration Form below in connection with items for manufacture and delivery from all countries proposed.

Country of Origin Declaration Form

Item	Description	Country	Price

Form COD-1 (a): Summary for the Total Cost of Goods Procured from Japan

The Supplier is to complete the Form COD-1 (a) Summary for the Total Cost of Goods Procured from Japan below, including the calculation of the percentage of the total amount of contract, in accordance with the requirement of Eligible Source Countries of Japanese ODA Loans.

Summary for the Total Cost of Goods Procured from Japan

Item	Description	Country	Price
		Japan	
		Japan	
		Japan	
	TOTAL (A)		

Exchange Rate: (as BDS ITB 36.1)

Description	Local PHP	Foreign JPY	Total JPY
Subtotal of Bills from Grand Summary			
(B) Base for calculation (Total Proposed Amount)			
(C) Total Percent of Japanese Content (A)/(B)			%
(D) General Administration Expenses (7.41%)	(B)*7.41%	Japan	7.41%
(E) Subtotal % of General Administration Expenses			
Total Amount Japanese Content (A) + (D)			
Total % of Japanese Contents (C) + (E)			%

Form MAN: Manufacturer's Authorization

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. Bidder shall include it in its Bid, if so indicated in BDS 19.1(a).]

Date: *[insert date (as day, month and year) of Bid Submission]*

IFB No.: **SBAC -19-PH-P255**

To: *[insert complete name of Purchaser]*

WHEREAS

We *[insert complete name of Manufacturer or Manufacturer's authorized agent]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a Bid the purpose of which is to provide the following goods, manufactured by us *[insert name and/or brief description of the goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 26, Warranty, of the General Conditions of Contract, with respect to the goods offered by the above firm.

Name: *[insert complete name of person signing the Bid]*

In the capacity of *[insert legal capacity of person signing the bid]*

Signed: *[insert signature of person whose name and capacity are shown above]*

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Form ELI - 1: Bidder Information

[The Bidder shall provide the following information.]

Date: *[insert day, month, year]*

IFB No.: **SBAC-19-PH-P255**

Page *[insert page number]* of *[insert total number]* pages

1. Bidder's legal name: <i>[insert full name]</i>
2. In case of JV, legal name of the representative member and of each member: <i>[insert full name of each member in the JV and specify the representative member]</i>
3. Bidder's actual or intended country of registration: <i>[insert country of registration]</i>
4. Bidder's actual or intended year of incorporation: <i>[insert year of incorporation]</i>
5. Bidder's legal address in country of registration: <i>[insert street/number/town or city/country]</i>
6. Bidder's authorized representative information Name: <i>[insert full name]</i> Address: <i>[inset street/number/town or city/country]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i> Email Address: <i>[insert E-mail address]</i>
7. Attached are copies of original documents of: <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of legal entity named above, in accordance with ITB 4.3. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1. <input type="checkbox"/> Original language (Japanese) for the attachment is acceptable.
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Form CON: Historical Contract Non-Performance

[The following table shall be filled in for the Bidder and for each member of a JV.]

Date: [insert day, month, year]
Bidder's Legal Name:[insert full name]
Joint Venture Party Legal Name:[insert full name]
IFB No.: **SBAC-19-PH-P255**
Page [insert page number]of [insert total number]pages

1. History of Non-Performing Contracts

Non-Performing Contracts			
<input type="checkbox"/> Contract non-performance did not occur since 1 st January 2018, in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2.1, as appropriate.			
<input type="checkbox"/> Contract(s) not performed since 1 st January 2018 in accordance Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2.1, as appropriate, is(are) indicated below:			
Year	Non- performed portion of Contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and USD equivalent)
[insert year]	[insert amount and percentage]	<ul style="list-style-type: none"> Contract Identification: [indicate complete Contract name, number, and any other related identification] Name of Purchaser: [insert full name] Address of Purchaser: [insert street/city/country] Reason(s) for non-performance: [indicate main reason(s)] 	[insert amount]

2. Pending Litigation

Pending Litigation				
<input type="checkbox"/> No pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2.2.				
<input type="checkbox"/> Pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2.2 is indicated below:				
Year of dispute	Amount in dispute (currency)	Outcome as Percentage of Net Worth	Contract Identification	Total Contract Amount (current value, currency, exchange rate and USD equivalent)
[insert year]	[insert amount]	[insert percentage]	<ul style="list-style-type: none"> • Contract Identification: [indicate complete Contract name, number, and any other identification] • Name of Purchaser: [insert full name] • Address of Purchaser: [insert street/city/country] • Matter in dispute: [indicate main issues in dispute] • Status of dispute: [indicate if it is being treated under Arbitration or being dealt with by the Judiciary] 	[insert amount]

3. Litigation History

Litigation History		
<input type="checkbox"/> No court/arbitral award decisions against the Bidder since 1 st January 2014, in accordance Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2.3.		
<input type="checkbox"/> Court/arbitral award decisions against the Bidder since 1 st January 2014, in accordance Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2.3 are indicated below:		
Year of award	Contract Identification	Total Contract Amount (current value, currency, exchange rate and USD equivalent)
[insert year]	<ul style="list-style-type: none"> • Contract Identification: [indicate complete Contract name, number, and any other identification] • Name of Purchaser: [insert full name] • Address of Purchaser: [insert street/city/country] • Matter in dispute: [indicate main issues in dispute] • Party who initiated the dispute: [indicate "Purchaser" or "Supplier"] • Status of dispute: [indicate if it is being treated under Arbitration or being dealt with by the Judiciary] 	[insert amount]

Form FIN - 1: Financial Situation

[The following table shall be filled in for the Bidder and for each member of a JV.]

Date: [insert day, month, year]

Bidder's Legal Name:[insert full name]

Joint Venture Party Legal Name:[insert full name]

IFB No.: **SBAC-19-PH-P255**

Page [insert page number]of [insert total number]pages

1. Financial Data

Type of Financial Information in (currency)	Historic Information for Previous Five (5)Years (amount, currency, exchange rate, USD equivalent)				
	Year 1	Year 2	Year 3	Year4	Year 5
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Profits After Taxes (PAT)					

2. Financial Documents

The Bidder and its Parties shall provide copies of the financial statements for the last **five (5) years** pursuant to Section III, Evaluation and Qualifications Criteria, Sub-factor 2.3.1. The financial statements shall:

- (a) reflect the financial situation of the Bidder or in case of JV member, of each member, and not an affiliated entity (such as parent company or group member).
 - (b) be independently audited or certified in accordance with local legislation.
 - (c) be complete, including all notes to the financial statements.
 - (d) correspond to accounting periods already completed and audited.
- Attached are copies of financial statements¹ for the last **five (5) years** required above; and complying with the requirements.

NOTE: Original language (Japanese) for the attachment is acceptable.

¹If the most recent set of financial statements is for a period earlier than twelve (12) months from the date of Bid, the reason for this should be justified.

Form FIN - 2: Average Annual Turnover

[The following table shall be filled in for the Bidder and for each member of a JV.]

Date: [insert day, month, year]

Bidder's Legal Name:[insert full name]

Joint Venture Party Legal Name:[insert full name]

IFB No.: **SBAC-19-PH-P255**

Page [insert page number]of [insert total number]pages

Annual Turnover Data			
Year	Amount and Currency	Exchange rate	USD equivalent
[indicate year]	[insert amount and indicate currency]	[insert applicable exchange rate]	[insert amount in USD equivalent]
Average Annual Turnover *			

* Total USD equivalent for all years divided by the total number of years, in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3.2.

Form FIR - 1: Financial Resources

[The following table shall be filled in for the Bidder and for each member of a JV.]

Date: [insert day, month, year]

Bidder's Legal Name:[insert full name]

Joint Venture Party Legal Name:[insert full name]

IFB No.:**SBAC-19-PH-P255**

Page [insert page number]of [insert total number]pages

[Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total cash flow demands of the subject Contract or Contracts as indicated in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3.3]

Financial Resources		
No.	Source of financing	Amount (USD equivalent)
1		
2		
3		

Form FIR - 2: Current Contract Commitments

[The following table shall be filled in for the Bidder and for each member of a JV.]

Date: [insert day, month, year]
 Bidder’s Legal Name:[insert full name]
 Joint Venture Party Legal Name:[insert full name]
 IFB No.: **SBAC-19-PH-P255**
 Page [insert page number]of [insert total number]pages

[Bidders and each member of a JV should provide information on their current commitments on all Contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for Contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued, in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3.3.]

Current Contract Commitments					
No.	Name of Contract	Purchaser’s Contact Address, Tel, Fax	Value of Outstanding Work[Current USD Equivalent]	Estimated Completion Date	Average Monthly Invoicing Over Last Six (6) Months [USD/month]
1					
2					
3					
4					
5					

Form EXP - 2: Specific Experience

[The following table shall be filled in for Contracts performed by the Bidder and by each member of a JV.]

Date: [insert day, month, year]

Bidder's Legal Name: [insert full name]

Joint Venture Party Legal Name: [insert full name]

IFB No.: **SBAC-19-PH-P255**

Page [insert page number] of [insert total number] pages

[Fill out one (1) form per Contract, in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4.2(a).]

Contract of Similar Capacity			
Item	Information		
Contract Identification	[insert contract name and reference identification number, if applicable]		
Award Date	[insert day, month, year, e.g., 15 June, 2015]		
Completion Date	[insert day, month, year, e.g., 03 October, 2017]		
Role in Contract [check the appropriate box]	Supplier		
	Single entity <input type="checkbox"/>	JV member <input type="checkbox"/>	
Total Contract Amount	[insert total contract amount and currency(ies)]	USD [insert exchange rate and total contract amount in USD equivalent]	
Supply and/or production Capacity performed under the contract per year or part of the year [insert extent of participation indicating actual capacity performed]	Total capacity in the contract (i)	Percentage participation (ii)	Actual capacity performed (i)x(ii)
Purchaser's Name	[insert full name]		
Address	[indicate street/number/town or city/country]		
Telephone/fax number	[insert telephone/fax numbers, including country and city area codes]		
E-mail	[insert E-mail address, if available]		

Form ACK

Acknowledgement of Compliance with Guidelines for Procurement under Japanese ODA Loans

A) I, *[insert name and position of authorized signatory]*, being duly authorized by *[insert name of Bidder/members of joint venture (“JV”)]* (hereinafter referred to as the “Bidder”) to execute this Acknowledgement of Compliance with Guidelines for Procurement under Japanese ODA Loans, hereby certify on behalf of the Bidder and myself that all information provided in the Bid submitted by the Bidder for Loan No.: PH-P255 for the Capacity Enhancement of Mass Transit Systems in Metro Manila Project is true, correct and accurate to the best of the Bidder’s and my knowledge and belief. I further certify, on behalf of the Bidder, that:

- (i) the Bid has been prepared and submitted in full compliance with the terms and conditions set forth in the Guidelines for Procurement under Japanese ODA Loans (hereinafter referred to as the “Guidelines”); and
- (ii) the Bidder has not, directly or indirectly, taken any action which is or constitutes a corrupt, fraudulent, collusive or coercive act or practice in violation of the Guidelines and is not subject to any conflict of interest as stipulated in the relevant section of the Guidelines.

<If debarment for more than one (1) year by the World Bank Group is NOT imposed, use the following sentence B).>

B) I certify that the Bidder has NOT been debarred by the World Bank Group for more than one year since the date of issuance of Invitation for Bids.

<If debarment for more than one (1) year by the World Bank Group has been imposed BUT three (3) years have passed since the date of such debarment decision, use the following sentence B’).>

B’) I certify that the Bidder has been debarred by the World Bank Group for a period more than one year BUT that on the date of issuance of Invitation for Bids at least three (3) years had passed since the date of such debarment decision. Details of the debarment are as follows:

name of debarred firm	starting date of debarment	ending date of debarment	reason for debarment

C) I certify that the Bidder will not enter into a subcontract with a firm which has been debarred by the World Bank Group for a period more than one year, unless on the date of the subcontract at least three (3) years have passed since the date of such debarment decision.

D) I certify, on behalf of the Bidder, that if selected to undertake services in connection with the Contract, the Bidder shall carry out such services in continuing compliance with the terms and conditions of the Guidelines.

- E) I further certify, on behalf of the Bidder, that if the Bidder is requested, directly or indirectly, to engage in any corrupt or fraudulent action under any applicable law, such as the payment of a rebate, at any time during a process of public procurement, negotiations, execution or implementation of contract (including amendment thereof), the Bidder shall report all relevant facts regarding such request to the relevant section in JICA (details of which are specified below) in a timely manner.

JICA's information desk on fraud and corruption (A report can be made to either of the offices identified below.)

- (1) JICA Headquarters: Legal Affairs Division, General Affairs Department

URL: <https://www2.jica.go.jp/en/odainfo/index.php>

Tel: +81 (0)3 5226 8850

- (2) JICA Philippines Office

40th Floor, Yuchengco Tower, RCBC Plaza 6819 Ayala Avenue, Makati City, Philippines
(P.O. Box 1026, Makati Central Post Office, Makati City, Philippines)

Tel: (63-2) 889-7119

Fax: (63-2) 889-6850

E-mail: pp_oso_rep@jica.go.jp

The Bidder acknowledges and agrees that the reporting obligation stated above shall NOT in any way affect the Bidder's responsibilities, obligations or rights, under relevant laws, regulations, contracts, guidelines or otherwise, to disclose or report such request or other information to any other person(s) or to take any other action, required to or allowed to, be taken by the Bidder. The Bidder further acknowledges and agrees that JICA is not involved in or responsible for the procurement process in any way.

- F) If any of the statements made herein is subsequently proven to be untrue or incorrect based on facts subsequently determined, or if any of the warranties or covenants made herein is not complied with, the Bidder will accept, comply with, and not object to any remedies taken by the Purchaser and any sanctions imposed by or actions taken by JICA.

Authorized Signatory

[Insert name of signatory; title]

For and on behalf of [Insert name of the Bidder]

Date:

Form DEC

Declaration as to the Origin of Goods and Services and the Eligibility of Supplier(s)

I, *[insert name and position of authorized signatory]*, being duly authorized by *[insert name of Bidder/members of joint venture (“JV”)]* (hereinafter referred to as the “Bidder”) to execute this Declaration as to the Origin of Goods and Services and the Eligibility of Supplier(s) for Procurement under Japanese ODA STEP Loans, hereby certify on behalf of the Bidder and myself that:

1. The eligible Nationality of the Supplier(s) shall be the following:
 - (a) Japan in the case of the supplier; and
 - (b) All countries and areas in the case of the sub-contractor(s).
2. With regard to sub-section 1 above, in case where the supplier is a joint venture, such joint venture will be eligible provided that the nationality of the lead partner is Japan, that the nationality of the other partners is Japan and/or the Republic of the Philippines and that the total share of work of Japanese partners in the joint venture is more than fifty percent (50%) of the contract amount.
3. With regard to sub-section 1 and 2 above,
 - (a) For goods and services, except consulting services, (i) the supplier or, in case of a joint venture, the lead partner and other partners regarded as the Japanese partners shall be nationals of Japan or juridical persons incorporated and registered in Japan, and have their appropriate facilities for producing or providing the goods and services in Japan and actually conduct their business there; and (ii) in the case of a joint venture, the partners except Japanese partners shall be nationals of the Republic of the Philippines or judicial persons incorporated and registered in Japan or the Republic of the Philippines and have their appropriate facilities for producing or providing the goods and services in Japan or the Republic of the Philippines and actually conduct their business there.
4. The total costs of goods and services procured from Japan shall not be less than seven and forty one hundredths percent (7.41%) of the total amount of contract.
5. With regard to sub-section 4 above, the goods procured from the eligible local manufacturing company(ies) (hereinafter referred to as the “**Eligible Local Manufacturing Company(ies)**”) invested by Japanese companies can be regarded and counted as Japanese origin if such Eligible Local Manufacturing Company(ies) satisfy(ies) the following conditions:
 - (a) Juridical persons incorporated and registered in the Republic of the Philippines, and which have their appropriate facilities for producing or providing the goods and services in the Republic of the Philippines and actually conduct their business there;
 - (b) Not less than ten percent (10%) of shares are held by a single Japanese company; and
 - (c) The proportion of the shares held by the Japanese company mentioned in (b) above (or the company having the largest share among Japanese companies if more than one Japanese company meet the condition stated in (b) above) is the same as or greater than that of the shares held by any company of a third country.

- (d)
6. With regard to sub-section 4 above, the goods procured from the eligible development partner's manufacturing company(ies) (hereinafter referred to as the **“Eligible Development Partners’ Manufacturing Company(ies)”**) invested by Japanese companies can be regarded and counted as Japanese origin if such Eligible Development Partners’ Manufacturing Company(ies) satisfy(ies) the following conditions:
- (a) Juridical persons incorporated and registered in a country or area on Development Assistance Committee (DAC) List of ODA Recipients effective at the time of conclusion of the Loan Agreement and which have their appropriate facilities for producing or providing the goods and services in the country or area and actually conduct their business there;
 - (b) Not less than one-third (1/3) shares are held by a single Japanese company; and
 - (c) The proportion of the shares held by the Japanese company mentioned in (b) above (or the company having the largest share among Japanese companies if more than one Japanese company meet the condition stated in (b) above) is the same as or greater than that of the shares held by any company of a third country.

Authorized Signatory

[Insert name of signatory; title]

For and on behalf of [Insert name of the Bidder]

Date:

PART 1 - SECTION V

**LIST OF ELIGIBLE COUNTRIES OF
JAPANESE ODA LOANS**

Section V. Eligible Source Countries of Japanese ODA Loans

1. The eligible Nationality of the Supplier(s) shall be the following:
 - (a) Japan in the case of the Supplier; and
 - (b) All countries and areas in the case of the sub-contractor(s).
2. With regard to sub-section 1 above, in case where the supplier is a joint venture, such joint venture will be eligible provided that the nationality of the lead partner is Japan, that the nationality of the other partners is Japan and/or the Republic of the Philippines and that the total share of work of Japanese partners in the joint venture is more than fifty percent (50%) of the contract amount.
3. With regard to sub-section 1 and 2 above,
 - (a) For goods and services, except consulting services, (i) the supplier or, in case of a joint venture, the lead partner and other partners regarded as the Japanese partners shall be nationals of Japan or juridical persons incorporated and registered in Japan, and have their appropriate facilities for producing or providing the goods and services in Japan and actually conduct their business there; and (ii) in the case of a joint venture, the partners except Japanese partners shall be nationals of the Republic of the Philippines or judicial persons incorporated and registered in Japan or the Republic of the Philippines and have their appropriate facilities for producing or providing the goods and services in Japan or the Republic of the Philippines and actually conduct their business there.
4. The total costs of goods and services procured from Japan shall not be less than seven and forty one hundredths percent (7.41%) of the total amount of contract.
5. With regard to sub-section 4 above, the goods procured from the eligible local manufacturing company(ies) (hereinafter referred to as the “**Eligible Local Manufacturing Company(ies)**”) invested by Japanese companies can be regarded and counted as Japanese origin if such Eligible Local Manufacturing Company(ies) satisfy(ies) the following conditions:
 - (a) Juridical persons incorporated and registered in the Republic of the Philippines, and which have their appropriate facilities for producing or providing the goods and services in the Republic of the Philippines and actually conduct their business there;
 - (b) Not less than ten percent (10%) of shares are held by a single Japanese company; and
 - (c) The proportion of the shares held by the Japanese company mentioned in (b) above (or the company having the largest share among Japanese companies if more than one Japanese company meet the condition stated in (b) above) is the same as or greater than that of the shares held by any company of a third country.
6. With regard to sub-section 4 above, the goods procured from the eligible development partner’s manufacturing company(ies) (hereinafter referred to as the “**Eligible Development Partners’ Manufacturing Company(ies)**”) invested by Japanese companies can be regarded and counted as Japanese origin if such Eligible Development Partners’ Manufacturing Company(ies) satisfy(ies) the following conditions:
 - (a) Juridical persons incorporated and registered in a country or area on Development Assistance Committee (DAC) List of ODA Recipients effective at the time of conclusion of the Loan Agreement and which have their appropriate facilities for producing or

providing the goods and services in the country or area and actually conduct their business there;

- (b) Not less than one-third (1/3) shares are held by a single Japanese company; and
- (c) The proportion of the shares held by the Japanese company mentioned in (b) above (or the company having the largest share among Japanese companies if more than one Japanese company meet the condition stated in (b) above) is the same as or greater than that of the shares held by any company of a third country.