



**DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES  
BIODIVERSITY MANAGEMENT BUREAU**

QUEZON AVE., DILIMAN, QUEZON CITY

Tel. No. (632) 8 924 6031-25 | Fax (632) 8 924 0109, (632) 8 920 4417

Website: [www.bmb.gov.ph](http://www.bmb.gov.ph) | Email: [bmb@bmb.gov.ph](mailto:bmb@bmb.gov.ph)

# **BIDDING DOCUMENTS**

**PROVISION OF LIGHTS AND SOUNDS  
SYSTEMS WITH TECHNICAL SUPPORT  
FOR THE CONDUCT OF THE 3<sup>RD</sup>  
NATIONAL PROTECTED AREA  
CONFERENCE**

**ABC: P3,000,000.00**

**BIDS AND AWARDS  
COMMITTEE**

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## **Glossary of Acronyms, Terms, and Abbreviations**

**ABC** – Approved Budget for the Contract.

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

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

**CDA** - Cooperative Development Authority.

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

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

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

**DTI** – Department of Trade and Industry.

**EXW** – Ex works.

**FCA** – “Free Carrier” shipping point.

**FOB** – “Free on Board” shipping point.

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

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

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

**Infrastructure Projects** – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

**PhilGEPS** - Philippine Government Electronic Procurement System.

**Procurement Project** – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan.

(GPPB Circular No. 06-2019 dated 17 July 2019) **PSA**

– Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

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

**UN** – United Nations.

## ***Section I. Invitation to Bid***



Republic of the Philippines  
**Department of Environment and Natural Resources**  
**BIODIVERSITY MANAGEMENT BUREAU**  
Ninoy Aquino Parks and Wildlife Center  
Quezon Avenue, Diliman, Quezon City  
Tel. Nos.: (632) 924-6031 to 35 Fax: (632) 924-0109, (632) 920-4417  
Website: <http://www.bmb.gov.ph> E-mail: [bmb@bmb.gov.ph](mailto:bmb@bmb.gov.ph)

**INVITATION TO BID**  
**No. 2024-027**

**PROVISION OF LIGHTS AND SOUNDS SYSTEMS WITH TECHNICAL  
SUPPORT FOR THE CONDUCT OF THE 3<sup>RD</sup> NATIONAL PROTECTED AREA  
CONFERENCE**

1. The *Biodiversity Management Bureau*, through the *Government of the Philippines Funds for CY 2024* intends to apply the sum of **Three Million Pesos (P3,000,000.00)** being the ABC to payments under the contract for the Provision of Lights and Sound System with Technical Support for the conduct of the 3<sup>rd</sup> National Protected Area Conference. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *Biodiversity Management Bureau* now invites bids for the above Procurement Project. Delivery of the Goods is required within **Thirty (30) Calendar Days**. Bidders should have completed, within five (5) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.  
  
Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
4. Prospective Bidders may obtain further information from *BMB-BAC Secretariat* and inspect the Bidding Documents at the address given below during 8:00a.m. to 5:00p.m.
5. A complete set of Bidding Documents may be acquired by interested Bidders starting **May 10, 2024** from the given address and website(s) below *and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Five Thousand Pesos (P5,000.00)*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees.
6. The *Biodiversity Management Bureau* will hold a Pre-Bid Conference on **May 20, 2024, 1:30 p.m.** at *BMB Conference Room, Ninoy Aquino Parks and Wildlife Center, Quezon Avenue, Diliman, Quezon City* which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **1:00 p.m. on June 3, 2024**. Late bids shall not be accepted.





8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **June 3, 2024, 1:30 p.m.** at the **BMB Conference Room, Ninoy Aquino Parks and Wildlife Center, Quezon Avenue, Diliman, Quezon**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The opening of bids shall be done through face to face conference. The conference shall allow at the maximum two (2) representatives per bidder.
11. The **Biodiversity Management Bureau** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
12. For further information, please refer to:  
  
**Randy C. Mabana**  
*Head, Bids and Awards Committee Secretariat*  
**Biodiversity Management Bureau**  
*Ninoy Aquino Parks and Wildlife Center*  
*Quezon Avenue, Diliman, Quezon City*
13. You may visit the following websites:

For downloading of Bidding Documents:  
<https://bmb.gov.ph/index.php/bid-opportunities>

Approved for Posting:

  
**MERDEN E. MARANAN**  
Vice-Chairperson, BAC



## TERMS OF REFERENCE

### **Provision of Lights and Sounds Systems with Technical Support Services for the Conduct of the 3rd National Protected Area Conference on 24-27 June 2024 in Metro Manila**

#### **I. OVERVIEW/BACKGROUND**

Over the past decades, there has been a growing recognition of the crucial roles of protected areas and biodiversity in climate change mitigation and adaptation, as well as in enhancing human health and well-being. Additionally, there has been increased recognition of the vital roles of Indigenous Peoples, local communities, and Local Government Units in conservation efforts. The economic value placed on ecosystem services and biodiversity are now being emphasized. In addition, there has been a notable upscaling of science and technology-based environmental interventions, and the growing emphasis on results-based management. Aligned with these evolving recognitions and the aforementioned advancements in protected area management, the Biodiversity Management Bureau, in collaboration with its development partners, intends to organize the 3rd National Protected Area Conference this CY 2024.

The total working budget is **THREE MILLION PESOS (P 3,000,000.00) ONLY** inclusive of taxes, bank charges, and other lawful fees and should cover all requirements enumerated below.

#### **II. PURPOSE / OBJECTIVES :**

In order to successfully conduct and achieve the objectives of the 3rd National Protected Area Conference, the Department of Environment and Natural Resources - Biodiversity Management Bureau (DENR-BMB) intends to contract with an external service provider to provide the required lighting and sounds with technical support services for the said event.

**Date:** 24 June - 27 June 2024

**Venue:** Crowne Plaza Manila Galleria, Ortigas, Quezon City

**Est. running time:**

a. Technical Booth:

- Day 0 (Ingress and Dry Run): 5:00 AM onwards
- Day 1 to 3 (Event proper including soundcheck): 7:00 AM onwards
- Events Management: 8:00 AM to 5:00 PM

**Est. Attendance:** - 500 pax

### III. QUALIFICATION REQUIREMENTS

1. The Service Provider should be a reputable production company, or an event organizer/supplier, or a company engaged in the business of supplying/rental of the required equipments and services specified in this TOR namely lighting system, sound system, LED wall and projection system, and the staging requirements (stage design and props)
2. The Service Provider should have the required production staff to successfully execute the stage design, provide, install and operate the lights and sounds equipment, including the LED and projection system
3. The Service Provider should have more than 3 years in experience in providing the services, goods, and staff compliment specified in this TOR
4. The Service Provider must be a registered Philippine business entity/organization capable of providing the following services:
  - a. Special events conceptualization and management
  - b. Logistical requirements
5. The Service Provider must be registered in the Philippine Government Electronic Procurement System (PhilGEPS) as a legitimate service provider for government requirements
6. The Service Provider must be willing to provide services on send - bill arrangement;
7. The Service Provider must submit a list with names and CV's of required team members stated above;
8. The Service Provider must submit a project implementation and creative proposal;
9. The Service Provider must present a detailed concept plan for the conference.

### IV. TECHNICAL REQUIREMENTS

#### A. Provision of Events Equipment

The selection of the provider shall be evaluated based on the following technical specifications:

Specific Requirements of the Event	Event Management Service Provider Responsibility
a. Provision of lights and sounds systems	<ul style="list-style-type: none"> <li>● Installation of all required equipment</li> </ul>
b. Audio-visual and technical booth requirements, etc.	<ul style="list-style-type: none"> <li>● Installation of all audio and video equipment (Video switcher and appropriate cables, lights and special effects)</li> <li>● Installation of LED Screens (9ft x 12 ft per panel, 8 panels) with relevant cables and wires</li> <li>● Provision of back-up audio-video equipment</li> </ul>
c. Stage set-up	<ul style="list-style-type: none"> <li>● Dressed up stage and backdrop</li> <li>● 33ft x 30 ft x 3 ft stage</li> <li>● With floral arrangement</li> <li>● With large letter cut-outs for 3NPAC</li> </ul> <p><b>NOTE:</b> Layout of the stage design shall be submitted and presented to the BMB 3NPAC Organizing Committee</p>
d. Accompanying visuals for the host and speaker	<ul style="list-style-type: none"> <li>● Installation of equipment for presentations (LCD/LED Projectors, laser pointers and appropriate cables)</li> </ul>
e. Camera live-setup	<ul style="list-style-type: none"> <li>● Live feed/stream during the event</li> </ul>
f. Provision of communications headset (15 pax) and teleprompter	
g. Provision of Manpower (Event Host and other support staff)	<p><u>Technical crew must include at least the following personnel:</u></p> <ol style="list-style-type: none"> <li>1. Event Host (for Day 1)</li> <li>2. Support Staff <ul style="list-style-type: none"> <li>○ Event Director</li> <li>○ Technical Director</li> <li>○ Stage Manager and floor director</li> <li>○ Spinner (Sound Engineer)</li> </ul> </li> </ol>

	<ul style="list-style-type: none"> <li>○ AV Board / Keynote</li> <li>○ Prompter Staff</li> <li>○ Utility</li> <li>○ Cameraman/Videographer (for live set-up)</li> </ul>
h. Others	<ul style="list-style-type: none"> <li>● Coordination with the venue provider must be done by service provider</li> <li>● Any other charges/costs that may be needed based on the approved concept</li> </ul>

**Other Terms and Conditions**

The external service provider under the supervision of the BMB 3NPAC Organizing Committee shall:

1. Conceptualize, design, and develop studies for the 3rd National Protected Areas Conference in close coordination with the BMB.
2. Implement approved concept and design.
3. All costs related to the implementation of the approved concept and design shall be shouldered by the events organizer such as but not limited to:
  - a. Running and handling of the event, including scripting, direction, coordination and all other corollary activities, e.g. ingress and egress; and
  - b. Provision of the creative, production and technical teams
4. Develop and produce media kits for the press conference (max. 50 pax)
5. Submit report/s as may be required by BMB.
6. Attend relevant project meetings and workshops/exercises.

**B. Expected Outputs and Deliverables**

The Contractor will be engaged from June 10, 2024 to July 27, 2024 unless revised in a mutually agreed-upon timetable by BMB and the Contractor. Changes in the duration of the contract will be implemented through the issuance of a contract amendment.



<b>Deliverables/ Outputs</b>	<b>Estimated Duration to Complete</b>	<b>Due Date</b>
Submission of approved, Event Design and concepts, continuity script, main deck/visual, media kit	1 week	June 17, 2024
Actual implementation/execution	4 days	June 24-27, 2024
Final Event Report	10 days	July 12, 2024

**C. Institutional Arrangement**

The BMB 3NPAC Organizing Committee shall directly supervise and approve the output of the Service Provider.

The Service Provider is expected to liaise/interact/collaborate/meet with DENR and its units and the partners of the conference. As needed, the representative/s from the BMB 3NPAC Organizing Committee shall provide administrative assistance to her/him in order for her/him to accomplish all requirements.

The BMB 3NPAC Organizing Committee, including other committee staff members shall provide comments on the outputs of the Service Provider within three (3) days. Should there be further comments, the revised output shall be submitted within a week. Should there be no comments, the BMB 3NPAC Organizing Committee shall endorse the Service Provider's output/s for approval.

BMB shall be entitled to intellectual property and other proprietary rights over all materials and outputs that have a direct relation to the project.

BMB will not provide a workstation, transportation, or ICT equipment for the Service Provider.

**D. Professional Qualifications of the Successful Contractor and its key personnel**

The service provider should have:

- a) At least 3 qualified staff with bachelor's or master's degree level in the field of public relations, journalism or marketing or other related fields;
- b) Has provided Audio/Visual equipment and organized at least 2 similar events similar in nature
- c) Has at least 3 qualified Staff with minimum 3 years' experience in events organization;
- d) Capability and proven experience in conceptualization and implementation of similar events;
- e) Excellent written, oral and interpersonal skills;


**A. Scope of Price Proposal and Schedule of Payments**

1. The Contractor should send the financial proposal based on a daily-fee amount for the delivery of the outputs identified. The total amount quoted shall be **"all inclusive"** (professional daily fees X number of days, communications, etc.) that could possibly be incurred by the Contractor should be factored into the final amount submitted in the proposal. Travel, as deemed relevant by BMB and compliant with government guidelines on community quarantine, will be arranged and paid for by BMB and should not be included in the financial proposal.
2. **Medical/health insurance must be purchased by the individual at his/her own expense, and upon award of contract, the Contractor must be ready to submit proof of insurance valid during contract duration**
3. Payment for the services provided shall be done in two (2) tranches during the course of the preparation and implementation of the event (Upon submission of approved concept design and floor plan, and activation schedule and upon satisfactory conduct of event and submission of final event report). Outputs will be certified by the BMB 3NPAC Organizing Committee prior to release of payments. It shall have the following schedule of payment:

Tranche	% of Total Contract Cost	Budget Breakdown (PhP)	Target Date of Payment	Deadline of submission
1st Tranche	40%	1,200,000	Upon submission of approved	June 17, 2024

			concept design and floor plan, activation schedule	
2nd Tranche	60%	1,800,000	Upon satisfactory conduct of event and submission of final event report	July 12, 2024
<b>TOTAL AMOUNT</b>	<b>100%</b>	<b>Php 3,000,000</b>		

Approved by:

  
**MARCIAL C. AMARO, Jr.**  
 Assistant Secretary for International Affairs  
 and concurrent Director, BMB



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

### **1. Scope of Bid**

The Procuring Entity, **BIODIVERSITY MANAGEMENT BUREAU** wishes to receive Bids for the project ***Provision of Lights and Sounds System with Technical Support for the conduct of the 3<sup>rd</sup> National Protected Area Conference*** with ***IB No. 2024-027***.

The Procurement Project (referred to herein as "Project") is composed of *lots*, the details of which are described in Section VII (Technical Specifications).

### **2. Funding Information**

2.1. The GOP through the source of funding as indicated below for ***FY 2024*** in the amount of ***P3,000,000.00***

2.2. The source of funding is:

The General Appropriations Act (NGA) or Special Appropriations Fund for FY 2024

### **3. Bidding Requirements**

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

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

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

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

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex "1" of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

## 5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
  - a. For the procurement of Non-Expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

## 6. Origin of Goods

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

## 7. Subcontracts

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

**Subcontracting is not allowed.**

## **8. Pre-Bid Conference**

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

## **9. Clarification and Amendment of Bidding Documents**

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

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

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within **5 years** prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

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

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

- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

## 12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:

- a. For Goods offered from within the Procuring Entity's country:
  - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
  - ii. The cost of all customs duties and sales and other taxes already paid or payable;
  - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
  - iv. The price of other (incidental) services, if any, listed in the **BDS**.
- b. For Goods offered from abroad:
  - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
  - ii. The price of other (incidental) services, if any, as listed in the **BDS**.

## 13. Bid and Payment Currencies

- 13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP

at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.

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

## **14. Bid Security**

- 14.1. The Bidder shall submit a Bid Securing Declaration<sup>1</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until 120 Calendar Days. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

## **15. Sealing and Marking of Bids**

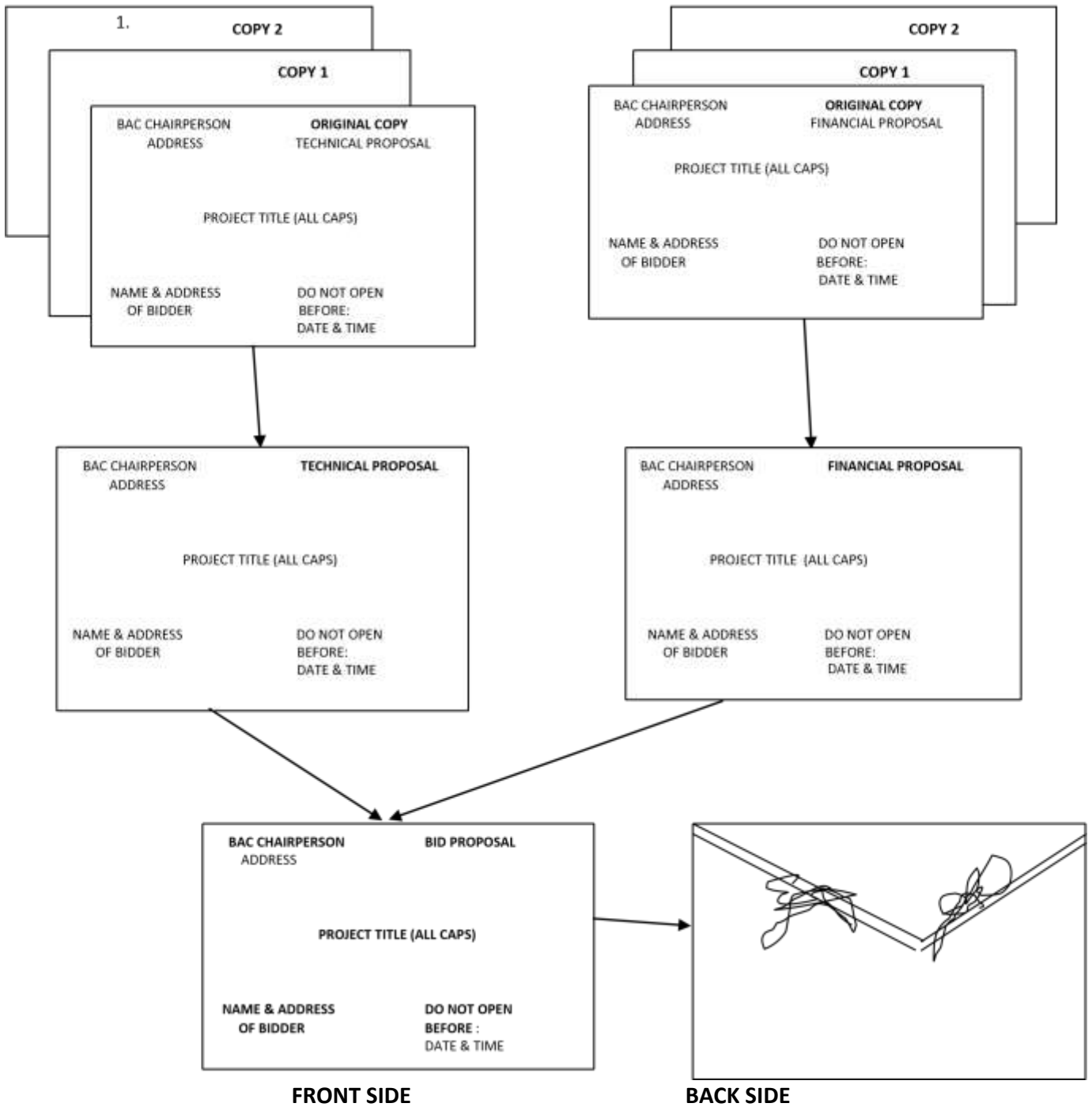
Each Bidder shall submit one (1) original copy and two (2) photocopies of the first and second components of its Bid.

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

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

## SEALING and MARKINGS of BID ENVELOPES



**NOTE: 1. ALL ENVELOPES (ORIGINAL COPY, COPY NO.1 AND COPY NO. 2) MUST BE PROPERLY LABELED, SEALED AND SIGNED INCLUDING THE MOTHER ENVELOPE**

**2. ALL SUBMITTED DOCUMENTS MUST BE SIGNED BY THE BIDDER'S AUTHORIZED SIGNATORY**

**3. INDEX TABS/EAR TAGS MUST BE PROVIDED FOR EASY REFERENCE/SCANNING.**

## 16. Deadline for Submission of Bids

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

## 17. Opening and Preliminary Examination of Bids

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

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

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

## 18. Domestic Preference

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

## 19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.3. The Project shall be awarded as follows:  
Option 1 – One Project having several items that shall be awarded as one contract.
- 19.4. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.



## **20. Post-Qualification**

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

## **21. Signing of Contract**

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

## ***Section III. Bid Data Sheet***

# Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p style="margin-left: 40px;">a. <b><i>Lights and Sounds with Technical Support</i></b></p> <p style="margin-left: 40px;">b. Completed <i>within the last <b>five (5) years</b></i> prior to the deadline for submission and receipt of bids equivalent to at least <b><i>fifty percent (50%)</i></b> of the ABC</p>
7.1	<b><i>No subcontracting allowed</i></b>
12	The price of the Goods shall be quoted DDP <i>Philippines</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <p style="margin-left: 40px;">a. The amount of not less than <b><i>P60,000.00</i></b> equivalent to two percent (2%) of ABC:<i>P3,000,000.00</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p style="margin-left: 40px;">b. The amount of not less than <b><i>P150,000.00</i></b> equivalent to five percent (5%) of ABC:<i>P3,000,000.00</i>) if bid security is in Surety Bond.</p>
19.3	<b><i>The Project will be awarded as one (1) lot</i></b>
20.2	<p><b><i>Latest Income Tax Returns filed and paid to the BIR Electronic Filing and Payment System (EFPS)</i></b></p> <p><b><i>Mayor's Permit</i></b></p> <p><b><i>DTI/SEC Registration</i></b></p> <p><b><i>PHILGEPS Platinum Registration Certificate</i></b></p> <p><b><i>Tax Clearance</i></b></p> <p><b><i>Audited Financial Statement (latest)</i></b></p>
21.2	<b><i>No further instructions</i></b>

## ***Section IV. General Conditions of Contract***

## 1. **Scope of Contract**

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

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

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

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

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

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

## 3. **Performance Security**

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

## 4. **Inspection Tests**

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section VII (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes. All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

## 5. **Warranty**

5.1. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.

5.2. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

**6. Liability of the Supplier**

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

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

## ***Section V. Special Conditions of Contract***



## Special Conditions of Contract

GCC Clause	
1	<p><b>Delivery and Documents –</b></p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered to <b><i>Ninoy Aquino Parks and Wildlife Center, Quezon Avenue, Diliman, Quezon City</i></b>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is: <b><u>Mr. Ryan A. Cuanan</u></b></p> <p><b>Incidental Services –</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</li> <li>e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</li> </ol> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p>

**Spare Parts –**

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

1. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
2. in the event of termination of production of the spare parts:
  - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and

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

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of three (3) years.

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

**Packaging –**

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

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.

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

Name of the Procuring Entity

Name of the Supplier

Contract Description

Final Destination

Gross weight

Any special lifting instructions

Any special handling instructions

Any relevant HAZCHEM classifications

	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p><b>Transportation -</b></p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p><b>Intellectual Property Rights -</b></p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<i>Partial Payment is Allowed.</i>
4	The inspections and tests that will be conducted are: <i>Compliance to technical specifications; power-on test</i>

## ***Section VI. Schedule of Requirements***

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

<b>Item Number</b>	<b>Description</b>	<b>Quantity</b>	<b>Total</b>	<b>Delivered, Weeks/Months</b>
	<i>Provision of lights and sounds system</i>			<i>Four (4) Days</i>
	<i>Audio-visual and technical booth Requirements, etc.</i>			<i>Four (4) Days</i>
	<i>Stage set-up</i>			<i>Four (4) Days</i>
	<i>Accompanying visuals for the host and speaker</i>			<i>Four (4) Days</i>
	<i>Camera live-setup</i>			<i>Four (4) Days</i>
	<i>Provision of communications headset and teleprompter</i>	15pax		<i>Four (4) Days</i>
	<i>Provision of Manpower (Event Host and other support staff</i>			<i>Four (4) Days</i>
	<i>Others</i>			<i>Four (4) Days</i>

*I hereby certify to comply with the above Schedule of Requirements.*

\_\_\_\_\_  
*Name & Signature of Authorized Representatives*

\_\_\_\_\_  
*Designation*

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

\_\_\_\_\_  
*Date*

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

## Technical Specifications

*[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder’s statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]*

Item	Specification	Statement of Compliance
	<p><b>a. Provision of lights and sounds system</b></p> <ul style="list-style-type: none"> <li>• Installation of all required equipment</li> </ul> <p><b>b. Audio-visual and technical booth Requirements, etc.</b></p> <ul style="list-style-type: none"> <li>• Installation of all audio and video equipment (Video switcher and appropriate cables, lights and special effects)</li> <li>• Installation of LED Screens (9ftx12ft per panel, 8 panels) with relevant cables and wires</li> <li>• Provision of back-up audio-video equipment</li> </ul> <p><b>c. Stage set-up</b></p> <ul style="list-style-type: none"> <li>• Dressed up stage and backdrop</li> <li>• 33ft x 30ftx3ft stage</li> <li>• With floral arrangement</li> <li>• With large letter cut-outs for 3NPAC</li> </ul> <p><b>NOTE:</b> Layout of the stage design shall be submitted and presented to the BMB 3NPAC Organizing Committee</p>	

	<p><b>d. Accompanying visuals for the host and speaker</b></p> <ul style="list-style-type: none"> <li>• Installation of equipment for presentations (LCD/LED Projectors, laser pointers and appropriate cables.)</li> </ul> <p><b>e. Camera live-setup</b></p> <ul style="list-style-type: none"> <li>• Live feed/stream during the event</li> </ul> <p><b>f. Provision of communications headset (15pax) and teleprompter</b></p> <p><b>g. Provision of Manpower (Event Host and other support staff)</b></p> <ul style="list-style-type: none"> <li>• Technical crew must include at least the following personnel: <ol style="list-style-type: none"> <li>1. Event Host (for Day 1)</li> <li>2. Support staff <ul style="list-style-type: none"> <li>• Event Director</li> <li>• Technical Director</li> <li>• Stage Manager and floor director</li> <li>• Spinner (Sound Engineer)</li> <li>• AV Board/Keynote</li> <li>• Prompter Staff</li> <li>• Utility</li> </ul> </li> </ol> </li> </ul> <p>Cameraman/Videographer (for live set-up)</p>	
	<p><b>h. Others</b></p> <ul style="list-style-type: none"> <li>• Coordination with the venue provider must be done by service provider</li> <li>• Any other charges/cost that may be needed based on the approved concept</li> </ul>	

*I hereby certify to comply with the above Technical Specifications.*

\_\_\_\_\_  
*Name & Signature of Authorized Representatives*

\_\_\_\_\_  
*Designation*

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

\_\_\_\_\_  
*Date*



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

# Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE

### *Class "A" Documents*

#### Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;

#### Technical Documents

- (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (c) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission; **or** Original copy of Notarized Bid Securing Declaration; **and**
- (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or aftersales/parts, if applicable; **and**
- (f) Original duly signed Omnibus Sworn Statement (OSS); **and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.
- (g) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC); **or**  
A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

### *Class "B" Documents*

- (h) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence; **or**  
duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

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

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

**II FINANCIAL COMPONENT ENVELOPE**

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

## ***Bidding Forms***

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**Bid Form for the Procurement of Goods**

*[shall be submitted with the Bid]*

**BID FORM**

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

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

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

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

If our Bid is accepted, we undertake:

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

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

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

Name and address	Amount and Purpose of	of agent
Currency	Commission or gratuity	

---



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(if none, state "None") ]

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

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

We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.

The undersigned is authorized to submit the bid on behalf of *[name of the bidder]* as evidenced by the attached *[state the written authority]*.

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

Name: \_\_\_\_\_

Legal capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

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

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

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

---

### CONTRACT AGREEMENT

THIS AGREEMENT made the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between [name of PROCURING ENTITY] of the Philippines (hereinafter called “the Entity”) of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called “the Supplier”) of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly [brief description of goods and services] and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of *[contract price in words and figures in specified currency]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:
  - i. Philippine Bidding Documents (PBDs);
  - i. Schedule of Requirements; ii. Technical Specifications; iii. General and Special Conditions of Contract; and iv. Supplemental or Bid Bulletins, if any
  - ii. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;  
  
Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;
- iii. Performance Security;
- iv. Notice of Award of Contract; and the Bidder’s conforme thereto; and



- v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**
3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.
  4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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

*[Insert Name and Signature]*

*[Insert Name and Signature]*

*[Insert Signatory's Legal Capacity]*

*[Insert Signatory's Legal Capacity]*

*for:*

*for:*

*[Insert Procuring Entity]*

*[Insert Name of Supplier]*

**Acknowledgment**

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

## Price Schedule for Goods Offered from Within the Philippines

*[shall be submitted with the Bid if bidder is offering goods from within the Philippines]*

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### For Goods Offered from Within the Philippines

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

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit  (col 5+6+7+8)	Total Price delivered Final Destination  (col 9) x (col 4)

Name: \_\_\_\_\_

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

## Bank Guarantee Form for Advance Payment

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To: *[name and address of PROCURING ENTITY]*  
*[name of Contract]*

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause 10 of the General Conditions of Contract to provide for advance payment, *[name and address of Supplier]* (hereinafter called the "Supplier") shall deposit with the PROCURING ENTITY a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[bank or financial institution]*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the PROCURING ENTITY on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding *[amount of guarantee in figures and words]*.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the PROCURING ENTITY and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

\_\_\_\_\_   
*[name of bank or financial institution]*

\_\_\_\_\_   
*[address]*

\_\_\_\_\_   
*[date]*

## Omnibus Sworn Statement (Revised)

*[shall be submitted with the Bid]*

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REPUBLIC OF THE PHILIPPINES)

CITY/MUNICIPALITY OF \_\_\_\_\_ ) S.S.

### AFFIDAVIT

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

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

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

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

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

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

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

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

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

*[If a sole proprietorship:]* The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

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

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

*[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]*

*[Insert signatory's legal capacity]*

Affiant

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

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

(indicate only one)

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Name of Client	Date of the Contract	Kinds of Goods	Amount of Contract	Date of Delivery	End User's Acceptance or Official Receipt(s) or Sales Invoice Issued for the Contract

Submitted by: \_\_\_\_\_

(Printed Name and Signature)

Designation: \_\_\_\_\_

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

**Statement of all Ongoing Government and Private Contracts  
Including Contracts Awarded but not yet Started**

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Name of Client	Date of the Contract	Kinds of Goods	Value of Outstanding Contracts	Date of Delivery
<b><u>Government</u></b>				
<b><u>Private</u></b>				

Submitted by: \_\_\_\_\_

(Printed Name and Signature)

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

**Instructions:**

- i. Statement of all ongoing contracts including those awarded but not yet started (government and private contracts which may be similar or not similar to the project being bid within the last five (5) years prior to the deadline for the submission and receipt of bids.
- ii. If there is no ongoing contract including awarded but not yet started as of the aforementioned period, state non-equivalent term.
- ii. The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC).

## Bid Securing Declaration Form

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

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REPUBLIC OF THE PHILIPPINES)

CITY OF \_\_\_\_\_) S.S.

### BID SECURING DECLARATION

**Project Identification No.:** *[Insert number]* To:

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

I/We, the undersigned, declare that:

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

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

*[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]*

*[Insert signatory's legal capacity]*

Affiant

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



## NFCC COMPUTATION FOR ELIGIBILITY CHECK

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

		Year 2023
1.	Total Assets	
2.	Current Assets	
3.	Total Liabilities	
4.	Current Liabilities	
5.	Net Worth (1-3)	
6.	Net Working Capital (2-4)	

- B. The Financial Contracting Capacity (NFCC) based on the above data is computed as follows:

**NFCC = {(Current assets minus current liabilities) (15) minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.**

The values of the domestic bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements (AFS) submitted to the BIR

**The Bidder shall attach the AFS to the NFCC Computation for Eligibility Check Form**

NFCC = P \_\_\_\_\_

Submitted by:

\_\_\_\_\_  
Name of Supplier/Distributor/Manufacturer

\_\_\_\_\_  
Signature of Authorized Representative

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