# **BIDDING DOCUMENTS**

SUPPLY, DELIVERY AND INSTALLATION OF

# FURNITURE AND FIXTURES FOR THE NEW NBI HEADQUARTERS

FOR THE

NATIONAL BUREAU OF INVESTIGATION

**PUBLIC BIDDING NO: 21-004-6** 

Sixth Edition July 2020

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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





# INVITATION TO BID FOR THE

#### SUPPLY, DELIVERY AND INSTALLATION OF FURNITURE AND FIXTURES FOR THE NEW NBI HEADQUARTERS FOR THE NATIONAL BUREAU OF INVESTIGATION

#### PUBLIC BIDDING NO. 21-004-6

FUNDING SOURCE: THE GOVERNMENT OF THE PHILIPPINES (GOP) THROUGH GENERAL APPROPRIATIONS ACT (GAA) FOR THE YEAR 2019 OF THE NATIONAL BUREAU OF INVESTIGATION

 The PROCUREMENT SERVICE invites PhilGEPS registered suppliers to bid for the following items:

Lot No.	Qty	Item/Description	Approved Budget for the Contract	Price of Bid Documents	Delivery Period
1	1 Lot	Supply, Delivery and Installation of Furniture and Fixtures for the New NBI Headquarters	P47,197,982.52	P5,000.00	Please refer to Section VI. Schedule of Requirements

Bidders should have completed, within Five (5) years prior to the date of submission and receipt of bids, a contract similar to the Project.

The summary of the bidding activities is as follows:

Advertisement/Posting of Invitation to Bid	June 18, 2021
Issuance and Availability of Bid Documents	June 18, 2021
Pre-Bid Conference	June 25, 2021 at 10:00am
Last day of Submission of Written Clarification	June 29, 2021
Last day of Issuance of Bid Bulletin	July 02, 2021
Deadline for Submission	July 09, 2021 at 10:00am
Opening of Bids	Immediately after the Deadline of Submission of Bids



- Bidding will be conducted through open competitive bidding procedures using a nondiscretionary "pass/fail" criterion as specified in the Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the "Government Procurement Reform Act".
  - 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 5183 and subject to Commonwealth Act 138.
- Interested bidders may obtain further information from the Procurement Service and inspect the Bidding Documents through the BAC Secretariat (Procurement Division IV) at PS Complex, Cristobal St., Paco, Manila during Mondays to Fridays, except holidays, from 8:00AM to 4:00PM.
- 5. A complete set of Bidding Documents may be acquired by interested Bidders from the BAC Secretariat (Procurement Division IV) and upon payment of a non-refundable fee in amounts pursuant to this Invitation. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person, by facsimile, or through electronic means.
  - It may also be downloaded free of charge from the websites of the Procurement Service DBM (PS-DBM) and PhilGEPS, provided that Bidders shall pay the non-refundable fee for the Bidding Documents not later than the submission of their bids.
- 6. The PROCUREMENT SERVICE will hold a Pre-Bid Conference on <u>25 June 2021</u>; <u>10:00 A.M.</u> which shall be open to all interested parties. Pursuant to the health and safety protocols issued by the Inter-Agency Task Force for the Management of Emerging Infectious Diseases, the scheduled meeting may be accessed thru this link: https://meet.google.com/bfy-dvvn-bgr via Google Meet.
- Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before <u>09 July 2021</u>; <u>10:00 A.M.</u>
  - Late bids shall not be accepted. Unsealed or unmarked bid envelopes shall also be rejected.
- 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 <u>09 July 2021; 10:00 A.M.</u> at PS Conference Room, Procurement Service, Cristobal St., Paco, Manila. The scheduled meeting may be accessed thru this link: https://meet.google.com/hme-yirh-jtf via Google Meet. Bids will be opened in the presence of the Bidders' representatives who choose to attend the activity.

- Bidders shall drop their duly accomplished eligibility requirements, technical and financial proposals in two separate sealed envelopes in the designated bid box located at the 2<sup>nd</sup> Floor of the Procurement Service.
- 11. The PROCUREMENT SERVICE reserves the right to accept or 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 9184, without thereby incurring any liability to the affected bidder or bidders.
- For further information, please refer to:

Special Bids and Awards Committee Procurement Service RR Road, Cristobal St., Paco, Manila 8290-6300 loc, 8033/8060 pd4@ps-philgeps.gov.ph

SIGNATURE REDACTED

WEBSTER M LAUREÑANA

Chairperson, Special Pids and Awards Committee

Section II. Instructions to Bidders

#### Scope of Bid

The Procuring Entity, Procurement Service - DBM wishes to receive Bids for the Supply, Delivery and Installation of Furniture and Fixtures for the New NBI Headquarters under RA 9184, with Public Bidding No. 21-004-6.

The Procurement Project (referred to herein as "Project") is composed of One (1) lot, the details of which are described in Section VII (Technical Specifications).

#### 2. Funding Information

- The GOP through the source of funding as indicated below for 2019 in the amount of P47.197,982.52
- 2.2. The source of funding is the General Appropriations Act

#### 3. Bidding Requirements

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

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

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

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

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

# 5. Eligible Bidders

- Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:



- When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
- Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
- When the Goods sought to be procured are not available from local suppliers; or
- When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No. 9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.

 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.

7.2. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

#### 8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address 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

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

# 11. Documents comprising the Bid: Financial Component

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

#### 12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
  - For Goods offered from within the Procuring Entity's country:



- The price of the Goods quoted EXW (ex-works, ex-factory, exwarehouse, ex-showroom, or off-the-shelf, as applicable);
- The cost of all customs duties and sales and other taxes already paid or payable;
- The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
- The price of other (incidental) services, if any, as listed in Section VII (Technical Specifications).

#### 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.
- The price of other (incidental) services, if any, as listed in Section VII (Technical Specifications).

#### 13. Bid and Payment Currencies

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

# 14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the BDS, which shall be not less than the percentage of the ABC in accordance with the schedule in the BDS.
- 14.2. The Bid and bid security shall be valid until 06 November 2021 (120 calendar days from the opening of bids)]. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

# 15. Sealing and Marking of Bids

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

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

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

#### 16. Deadline for Submission of Bids

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

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

#### 18. Domestic Preference

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

# 19. Detailed Evaluation and Comparison of Bids

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



- for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows: One Project having several items shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

#### 20. Post-Qualification

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

## 21. Signing of the Contract

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



Section III. Bid Data Sheet

# **Bid Data Sheet**

ITB Clause									
5.3	For this purpose, contracts similar to the Project shall be:								
	a. any contracts similar to those classified as Office Furniture and / or Fixtures.								
	<ul> <li>b. Completed within Five (5) years prior to the deadline for the submission an receipt of bids.</li> </ul>								
7.1	Subcont	racting is not a	llowed						
12	The price of the Goods shall be quoted DDP  Project Sites:  Items No. 1-20: Address - V Tech Tower, G. Araneta Ave. cor Maria Clara S  Domingo, Quezon City  Item No. 21: Address - NBI Headquarters, Taft Avenue, Manila or the app International Commercial Terms (INCOTERMS) for this Project.								
14.1		security shall owing forms a		the form of a Bid unts:	Securing D	eclarati	on, or any of the		
	Lot No.	Item/Descr		Amount Cash, Cashier's / Manager's Check, Bank Draft/ Guarantee/ Irrevocable Letter of Credit (2%)	Surety be callable u demand issu- a surety insuran company certified by Insuran Commiss (5%)	pon or ce duly y the ce ion	Bid Securing Declaration (Pursuant to GPPB Resolution No. 03-2012		
	1	Supply, Deli and Installati Furniture and Fixtures for the New NBI Headquarters	on of d the	P943,959.65	P2,359,	899,13	Please see Section VIII for the BSD Form		
19,3	The lots and references are:								
	Lot No.	Quantity		Item/Descripti	on		oved Budget for ne Contract		
	1	1 Lot		ly, Delivery and In- ture and Fixtures for			7,197,982.52		



#### 20.2 No other licenses and permits required.

For purposes of Post-qualification the following document(s) shall be required:

- 1. Income Tax Returns for year 2020 (BIR Form 1701 or 1702).
- Latest Value Added Tax Returns (Forms 2550M and 2550Q) or Percentage Tax Returns (Form 2551M). For this requirement, covering the last six (6) months prior to the opening of bids.

The income tax and business tax returns stated above should have been filed through the Electronic Filing and Payment System (EFPS). However, exemptions issued by the BIR are recognized (i.e. BIR RMC No. 37-2020 and RMC No. 4-2021) subject to validation and verification.

- 3. Proof of completion of the single largest contract as identified in the Statement of Single Largest Contract, which shall be copy of any verifiable document(s) such as but not limited to the following: (a) Contract/s or Purchase Order/s; (b) corresponding Sales Invoice/s; (c) Official Receipt/Cash Receipt/Collection Receipt; and (d) Certificate of Satisfactory Completion.
- Submission of proof of evidence as proof of compliance with the bidder's actual offer, if applicable.

In the column "Bidder's Compliance", the bidder must state "comply" against each of the individual parameters of each specification corresponding to performance parameter of equipment offered. Statement of "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 or distributor's un-amended sales literature, unconditional statements or specification and compliance issued by the manufacturer or distributor, samples, independent test data etc., as appropriate.

- Valid and updated PhilGEPS Certificate of Registration (Platinum Membership).
- For Item No. 14. Certification from the manufacturer that the material used is high-resilience polyurethane.

N.B. Documents submitted during post-qualification as part of post-qualification documents must be certified by the authorized representative to be true copy/ies from the original.

#### 21.2 No further instructions.



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

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

#### 3. Performance Security

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

# 4. Inspection and Tests

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

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



# 5. Warranty

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

#### 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	The Project Sites are:
	For Items No. 1-20
	Address: V Tech Tower, G. Araneta Ave. cor Maria Clara St., Sto.
	Domingo, Quezon City
	Contact Person:
	Arch. Ludel Mercene – 09328482997
	Ms. Fe Gerong - 09175150920
	ins. Te derong - 07173130320
	For Item No. 21
	Address: NBI headquarters, Taft Ave., Manila
	Contact Person:
	Arch. Ludel Mercene - 09328482997
	Ms. Fe Gerong - 09175150920
	Delivery and Documents –
	For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:
	[For Goods supplied from abroad, state:] "The delivery terms applicable to the Contract are DDP delivered [indicate place of destination]. In accordance with INCOTERMS."
	[For Goods supplied from within the Philippines, state:] "The delivery terms applicable to this Contract are delivered [indicate place of destination]. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination."
	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).
	For purposes of this Clause the Procuring Entity's Representative at the Project Site is representative from Inspection Division.



#### Incidental Services -

The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:

- a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

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

#### Spare Parts -

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

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

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

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

Spare parts or components shall be supplied as promptly as possible, but in any case, within 3 months 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 relevant HAZCHEM classifications

A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.

#### Transportation -

Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.



Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure. The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination. Intellectual Property Rights -The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof. Payment shall be made after acceptance of delivered items. 2.2 The inspections and tests that will be conducted shall be in accordance with 4 Section VII. Technical Specifications. 5.1 Warranty Retention: One (1) year after acceptance by the Procuring Entity of the delivered Goods or after the Goods are consumed, whichever is earlier. Consistent with GPPB Resolution No. 30-2017, the obligations of the warranty shall be covered by either retention money in an amount equivalent to one percent (1%) of each payment, or special bank guarantee equivalent to one percent (1%) of the total contract price. The said amounts shall only be released after the lapse of the warranty period.



# Section VI. Schedule of Requirements

Lot No.	Qty	Item/Description	Delivery period
1	1 Lot	Supply, Delivery and Installation of Furniture and Fixtures for the New NBI Headquarters	Within Sixty (60) Calendar Days from the receipt date indicated in the Notice to Proceed (NTP)  Note: Presence of the winning bidder's authorized representative is required during the delivery at

I hereby commit to deliver the required quality and quantities upon receipt of the Purchase Order as indicated above.

Name of Company	Signature Over Printed	Date
	Name of Authorized	



Section VII. Technical Specifications

Item/

Description: Quantity:

Supply, Delivery and Installation of Furniture and Fixtures

for the New NBI Headquarters

One (1) Lot

NO.	FURNITURE	IMAGE	DESCRIPTION	QTY	BIDDERS STATEMENT OF COMPLIANCE
1	Executive Table  Conforms to the minimum specifications unless specified		Dimensions:  240cm (W) x 70cm (D) x 75cm (H) with± 2cm tolerance 36mm thk table top with ± 2mm tolerance Fixed Side Table: 150cm (W) x 45cm (D) x 66.4cm (H) with ± 2cm tolerance 25mm thk for top with ± 2mm tolerance 18mm thk for doors with ± 2mm tolerance 18mm thk for sidings 18mm thk for shelves with ± 2mm tolerance Fixed Pedestal Cabinet: 70cm (W) x 40cm (D) x 66.4cm (H) with ± 2cm tolerance 25mm thk for top with ± 2mm tolerance 18mm thk for doors with ± 2mm tolerance 18mm thk for doors with ± 2mm tolerance 18mm thk for shelves with ± 2mm tolerance 18mm thk for shelves with ± 2mm tolerance 18mm thk for shelves with ± 2mm tolerance Maccessories: Grommet, Grab Handle, Single & Central Lock, Adjustable Glider, Front Modesty Panel  Materials: MFC Board  Finish: Wengue	84 units	

<sup>[</sup>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.]

2	Junior Executive Table  Conforms to the minimum specifications unless specified	Dimensions:  180cm (W) x 70cm (D) x 75cm (H) with ± 2cm tolerance 36mm thk table top with ± 2cm tolerance  Fixed Side Table: 120cm (W) x 45cm (D) x 66.4cm(H) with ± 2cm tolerance 25mm thk for top with ± 2mm tolerance 18mm thk for doors with ± 2mm tolerance 18mm thk for sidings and shelves with ± 2mm tolerance  Mobile Pedestal Cabinet: 40cm (W) x 56cm (D) x 65cm (H) with ± 2cm tolerance 25mm thk for top with ± 2mm tolerance 18mm thk for doors with ± 2mm tolerance 18mm thk for sidings 18mm thk for sidings 18mm thk for shelves with ± 2mm tolerance Accessories: Grommet, Adjustable Glider, Flush Handle, Front Modesty Panel, Single & Central Lock Materials: MFC Board Finish: Cherry	83 units	
3	Clerical Table Conforms to the minimum specifications unless specified	Dimensions:  VR-120120cm (W) x 70cm (D) x 75cm  (H) with ± 2cm tolerance 25mm thk table top with ± 2mm tolerance Bullnose Edge  Materials: MFC Board  Finish Top: Cherry Frame: Charcoal Gray  Accessories: Grommet, Adjustable Glider, Front Modesty Panel	992 units	

4	Conference Table (8-seater) Oval Shape  Conforms to the minimum specifications unless specified	Dimensions: 240cm (L) x 120cm (W) x 74cm (H) with ± 2cm tolerance (Oval shape)  Main Table: 8-seater  Finish: Clear Glass  Thickness of Glass: 12mm with ± 1mm tolerance  Base: Powder Coated, Metal Finished	8 units	
5	Conference Table (14-seater)  Conforms to the minimum specifications unless specified	Dimensions: 460cm (L) x 160cm (W) x 75cm (H) with ± 2cm tolerance, 25mm thk table top with ± 2mm tolerance  Main Table: MFC Materials  Finish: Cherry  Accessories: Adjustable Glider, with 500mm x 140mm Wire Management Box with Cable Tray	3 units	
6	Center Table  Conforms to the minimum specifications unless specified	Dimensions:  1200mm (W) x 600mm (D) x 450mm (H) with ± 5mm tolerance 25mm thk for the Main Table with ± 2mm tolerance  Fixed Cabinet Box: 600mm (D) x 400mm (W) x 400mm (H) with ± 2mm tolerance 18mm thk sidings 18mm thk door with Drawer  Materials: MFC Board White  Finish: White on Main Table Wengue on Cabinet Box  Accessories: Adjustable Glider	3 units	

7	Foldable Training Table  Conforms to the minimum specifications unless specified	Dimensions:  180cm (W) x 60cm (D) x 75cm (H)  with ± 2cm tolerance  25mm thk table top with ± 2mm tolerance  Materials:  MFC Board- Flat Edge (top & modesty)  Finish: Cherry  Second Layer:  Grill type Steel Frame, 10cm drop  Dimension: 146cm x 24cm  Color: Shades of Light Brown	40 units	
8	Round Table (6-seater)  Conforms to the minimum specifications unless specified	Dimensions: 120cm in diameter, with ± 2cm tolerance  Columnar wood base: 40cm in diameter with ± 1cm tolerance  Base: 60cm in diameter x 25mm thk with ± 2cm tolerance  Material: MFC Board  Finish: Laminated Dark Mahogany	3 units	
9	Executive Chair  Conforms to the minimum specifications unless specified	Dimensions: 655mm (W) x 550mm (D) x 1070mm - 1200mm (H) with ± 5mm tolerance  Description: High-back Chair with Padded Armrest, Lumbar Support, Polyurethane Cushion on Leatherette Upholstered Seat Rest  Back: High-back Upholstered Backrest in Black Leatherette / Synthetic Leather  Base: PVC starbase with casters  Features: Gaslift, Synchronized Tilting Mechanism  Material: Leatherette  Color: Black	84 units	

10	Junior Executive Chair  Conforms to the minimum specifications unless specified	Dimensions: 650mm (W) x 550mm (D) x 1070mm - 1200mm (H) with ± 5mm tolerance  Description: Highback Chair with Padded Armrest, Lumbar Support, Polyurethane Cushion on Leatherette Upholstered Seat Rest  Back: High-back Upholstered Backrest in Black Leatherette / Synthetic Leather  Base: PVC Starbase with Casters  Features: Gaslift, Synchronized Tilting Mechanism  Materials: Leatherette  Color: Black	137 units
11	Clerical Chair  Conforms to the minimum specifications unless specified	Dimensions: 650 mm (W) x 550 mm (D) x 840 mm – 970mm range (H) with ± 5mm tolerance  Description: Mid-high Back Swivel Chair with PVC armrest  Back: Mid-high Mesh Backrest with Lumbar Support  Materials: Backrest: Mesh net Scatrest: Fabric  Base: Chrome Starbase with Casters  Accessories: Gaslift  Color: Black	1,042 units

12	Conference Chair  Conforms to the minimum specifications unless specified	Dimensions: 450mm (W) x 550mm (D) x 820mm (H) with ± 5mm tolerance  Materials: Mesh net Backrest, Fabric Seatrest, Chrome Legs, Powder Coated Black Finish  Color: Black (back and seat support)  Finish: Black finished for the frame, Gray for the fabric	iits
13	Visitor's Chair  Conforms to the minimum specifications unless specified	Dimensions: 500mm(W) x 470mm(D) x 900mm(H) with ± 5mm tolerance  Description: Visitor's Chair with Armrest  Materials: Fabric Backrest & Seatrest, Black Chrome Legs Powdered Coated Black Finish  Finish: Black for the frame Gray for the fabric	iits
14	Sofa (2-seater)  Conforms to the minimum specifications unless specified	Dimensions: 1500mm(W) x 750mm(D) x 800mm(H) with ± 5mm tolerance  Depth Seat: 600mm with ± 5mm tolerance from Seatrest  Seat height: 450mm with ± 5mm tolerance Cushion: High-resilience polyurethane (material used)  Seat rest: 6" thk with ± ¼" tolerance Back rest: 2" thk with ± ¼" tolerance Frame: Wood Legs: Tapered Solid Wood Footing Upholstery Finish: Perforated leatherette finish  Color: Shades of Dark Gray	its

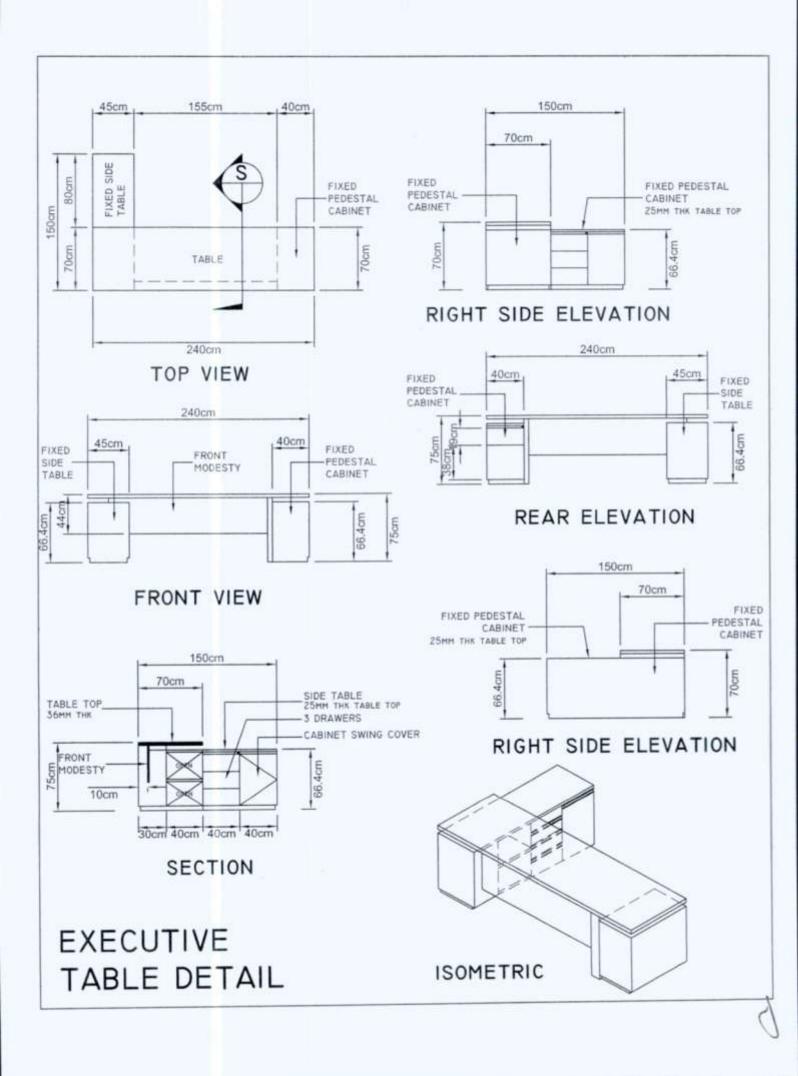
15	3-Layer Lateral Filing Cabinet Conforms to the minimum specifications unless specified		Dimensions: 90cm (W) x 45cm (D) x 106cm (H) ) with ± 2cm tolerance  Materials: All Metal Construction, Steel Ball Bearing, Gauge 20 (1.0mm) with ± 0.2mm tolerance  Accessories: File Divider, Central Locking System  Color: Beige  Finish: Powder Coated	167 units
16	2-Layer Vertical Filing Cabinet  Conforms to the minimum specifications unless specified	(D)62cm (W)48cm	Dimensions: 46cm (W) x 62cm (D) x 74cm (H) with ± 2cm tolerance  Materials: All Metal Construction, Steel Ball Bearing, Gauge 20 (1.0mm) with ± 0.2mm tolerance  Accessories: File Divider, Flush Handle, Central Locking System  Color: Beige  Finish: Powder Coated	11 units
17	3-Layer Vertical Filing Cabinet  Conforms to the minimum specifications unless specified	(h)/f36an	Dimensions: 46cm (W) x 62cm (D) x 106cm (H) with ± 2cm tolerance  Materials: All Metal Construction, Steel Ball Bearing, Gauge 20 (1.0mm) with ± 0.2mm tolerance  Accessories: File Divider, Flush Handle, Central Locking System  Color: Beige  Finish: Powder Coated	11 units

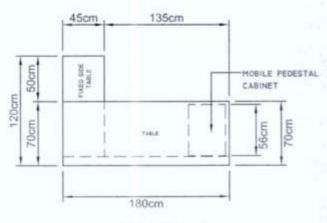
18	4-Layer Vertical Filing Cabinet  Conforms to the minimum specifications unless specified		on, Steel Ball Bearing, ith ± 0.2mm tolerance vider, Flush Handle, em
19	Mobile File Cabinet Conforms to the minimum specifications unless specified	Top Nylon Slide for a Caster: 55mm with ± Gauge 20 (1.0mm) w  Accessories: Pencil Tray and File	on with Plastic Molded all Drawers 2mm tolerance ith ± 0.2mm tolerance  Divider, Flush Handle, em, 2 Small Drawers, 1
20	Bookshelves  Conforms to the minimum specifications unless specified	Dimensions: 700mm (W) x 400mm with ± 5mm tolerance Thickness: 18mm w Design: Open Shelve Description: Hardwood Furniture Mahogany Wood	ith ± 2mm tolerance 10 units

	Constitution of the Property o
File Compactor Cabinet Mobile  Conforms to the minimum specifications unless specified	Compactor: 12 bay x 3 bay deep  Material: Cold Rolled Steel  Color: Manufacturer's Standard  Finish: Epoxy Powder Coating  Dimensions: 5600mm (L) x 2812mm (W) x 2152mm (H) with ± 5mm tolerance  No. of Shelf = 4 pieces per bay  Loading per shelf: 70kg UDL  Aisle Size: 800mm with ± 5mm tolerance  Material Thickness: Back Panel = 0.7mm Shelf = 0.7mm Side Panel = 0.7mm Base Frame = 2mm Post = 1.5mm Top Panel = 1.0mm Front Panel = 1.8mm  Rail with Platform: Rail = 3mm Cold Rolled Steel with Laser Cut Process/Complete with Adjustable Foot Cap Platform = 19mm Chipboard  Post: C-Channel Post with Slots in 25mm Increment  Anti-Tile Mechanism: Nylon Guide D40mm  Wheel: Iron Die Casting with Anti-Rust Zinc Coating  Loading: 1000kg/Wheel  Warranty: 1 year

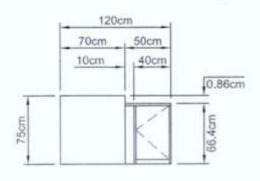
I hereby certify that the statement of compliance to the foregoing technical specifications are true and correct, otherwise, if found to be false either during bid evaluation or post-qualification, the same shall give rise to automatic disqualification of our bid.

Name of Company	Signature Over Printed	Date
	Name of Authorized	
	Representative	

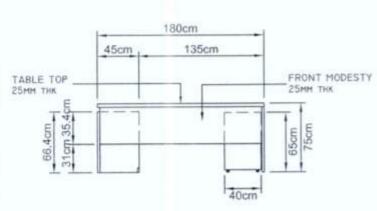




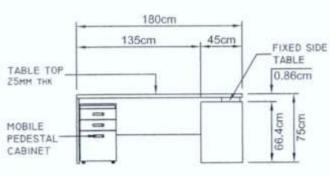
TOP VIEW



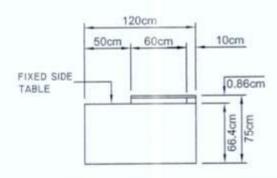
RIGHT SIDE ELEVATION



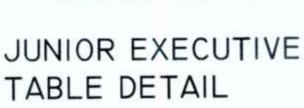
FRONT VIEW

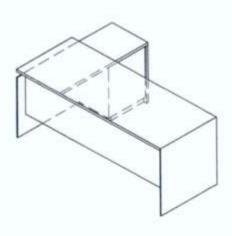


REAR VIEW

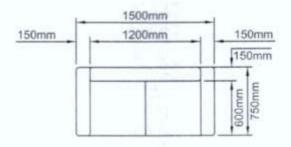


LEFT SIDE ELEVATION

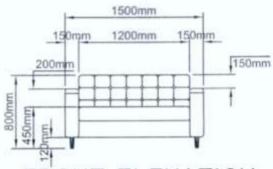




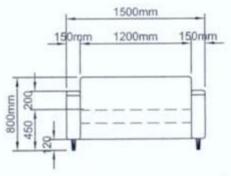
ISOMETRIC



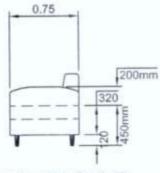
TOP VIEW



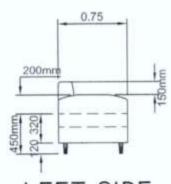
FRONT ELEVATION



REAR ELEVATION

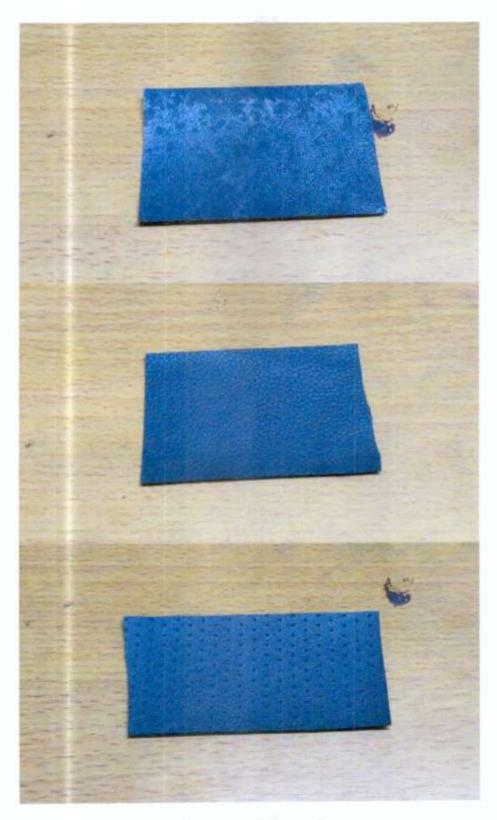


RIGHT SIDE ELEVATION



LEFT SIDE ELEVATION

2 SEATER SOFA CHAIR

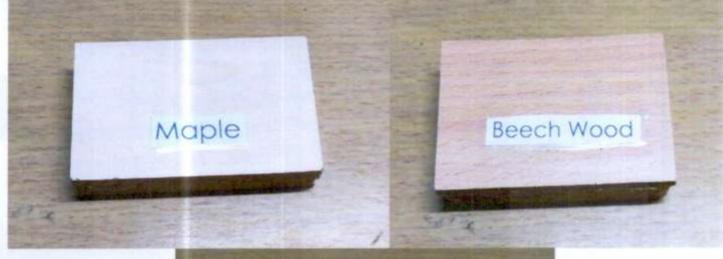


**Perforated Leather** 

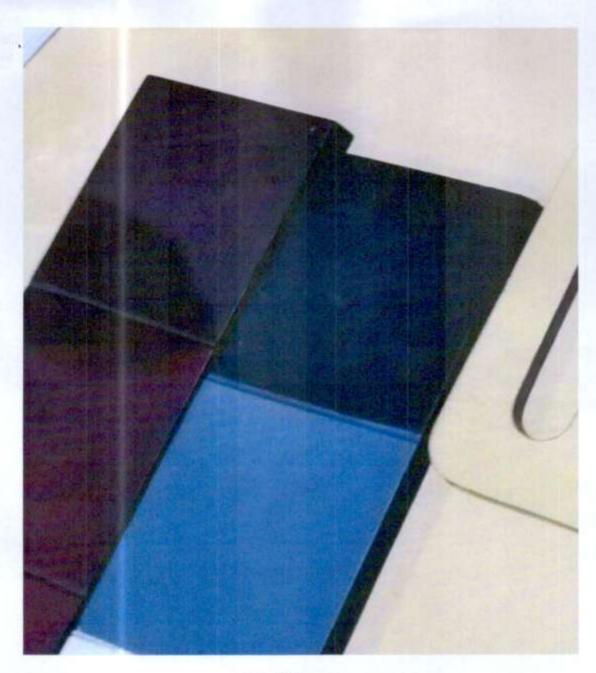
## **Wood Swatches**



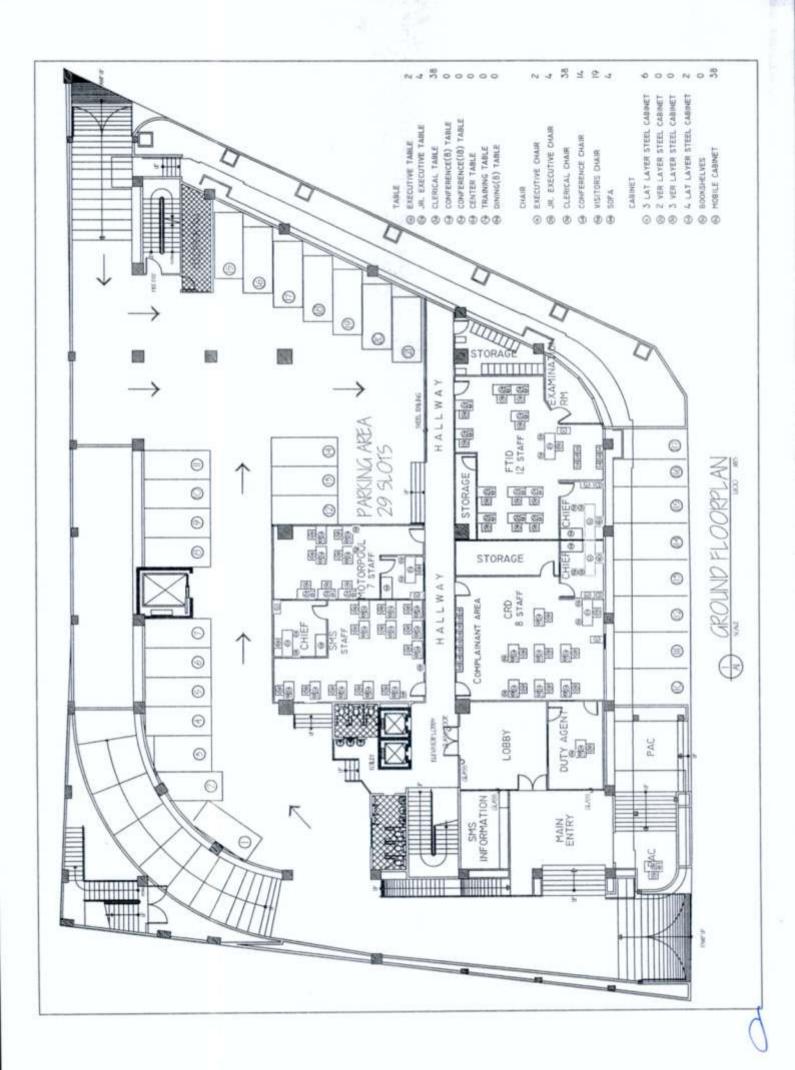


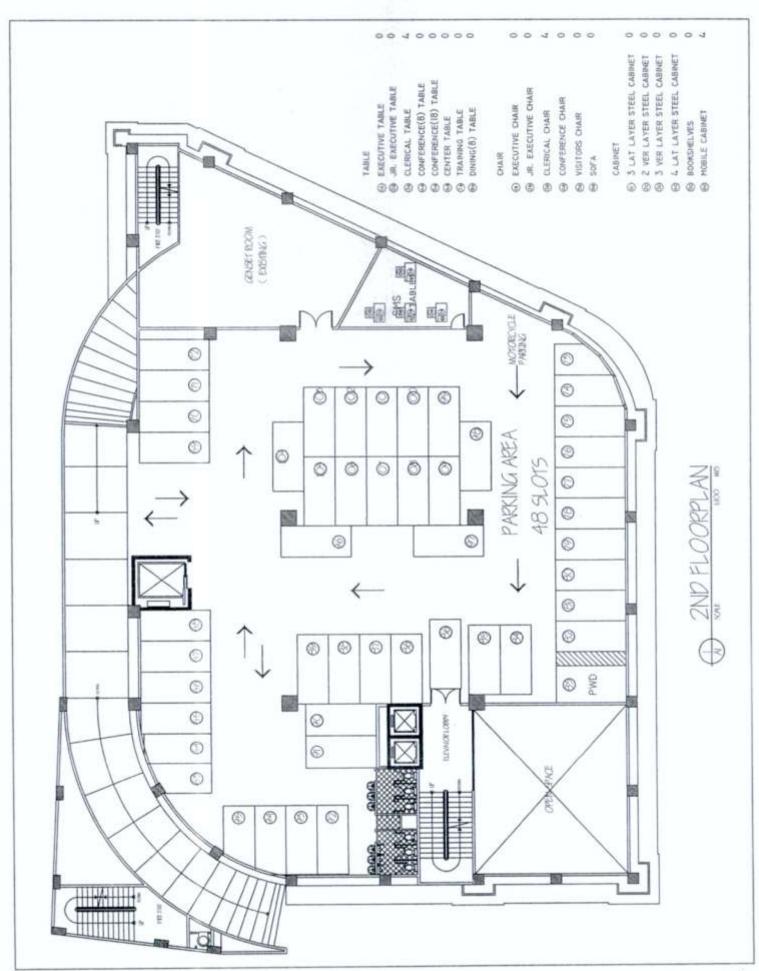


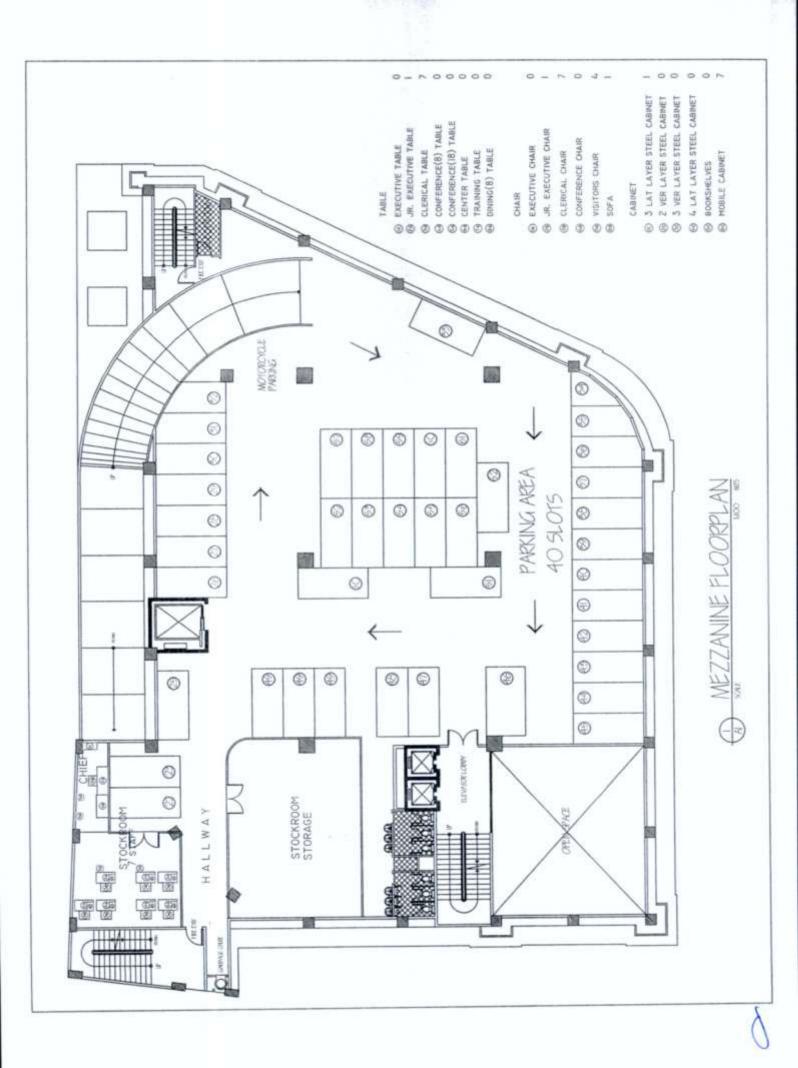


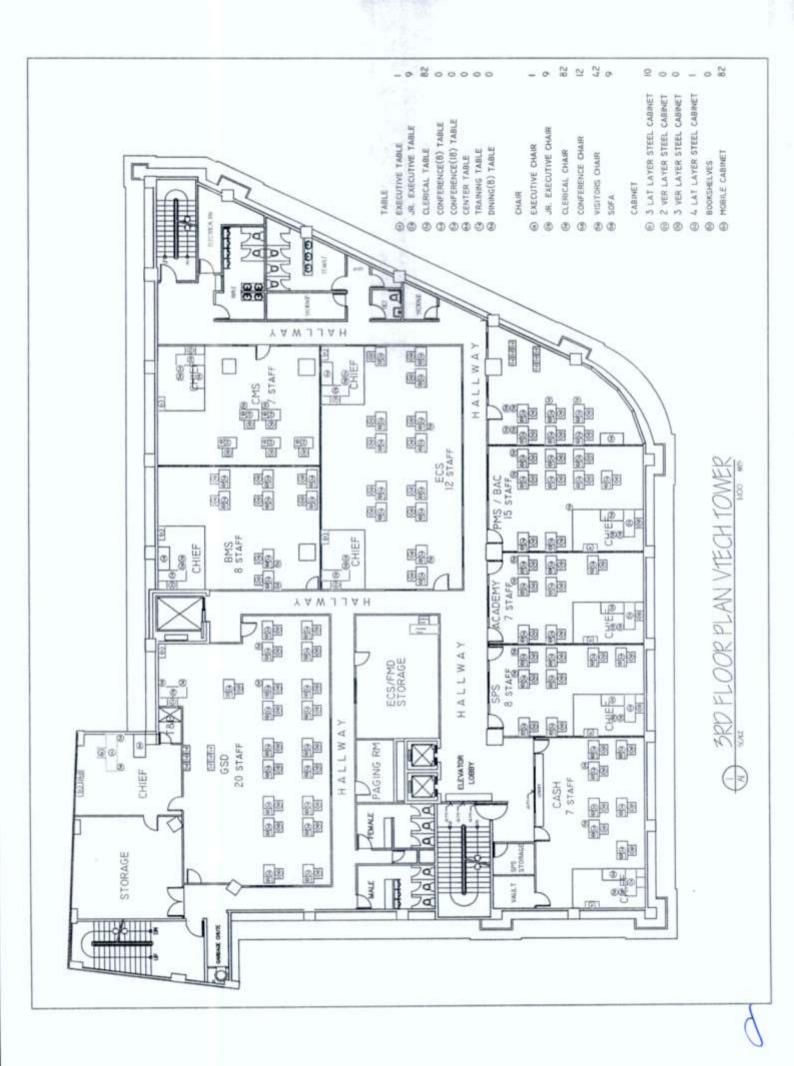


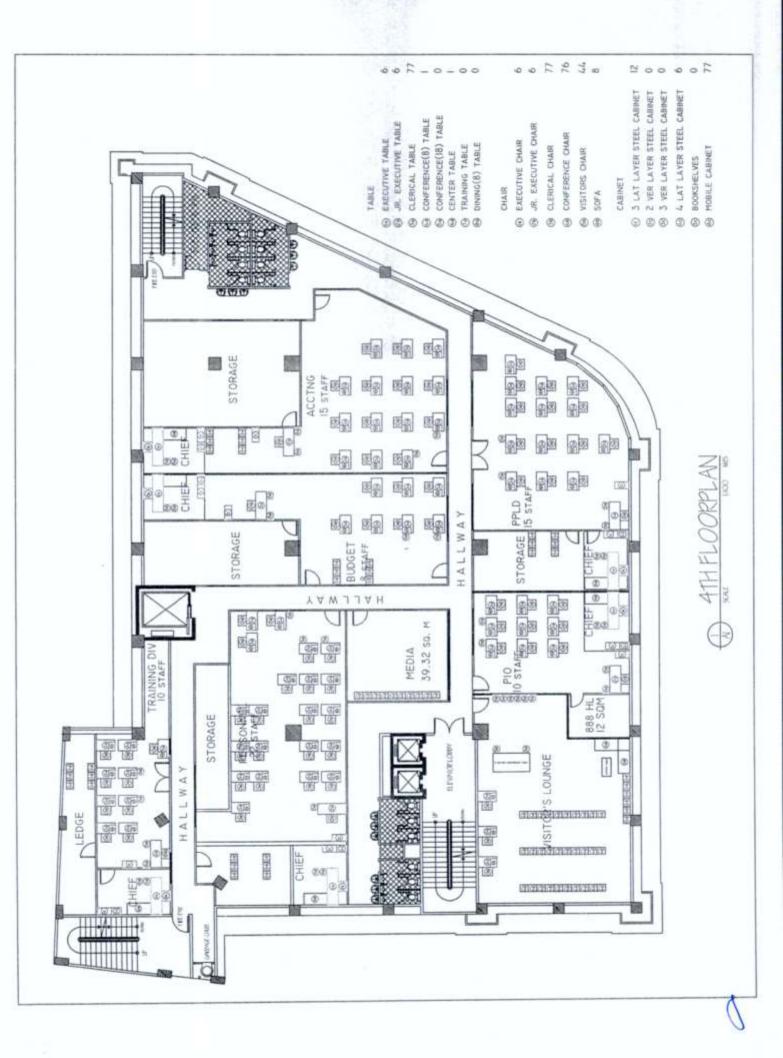
Mahogany

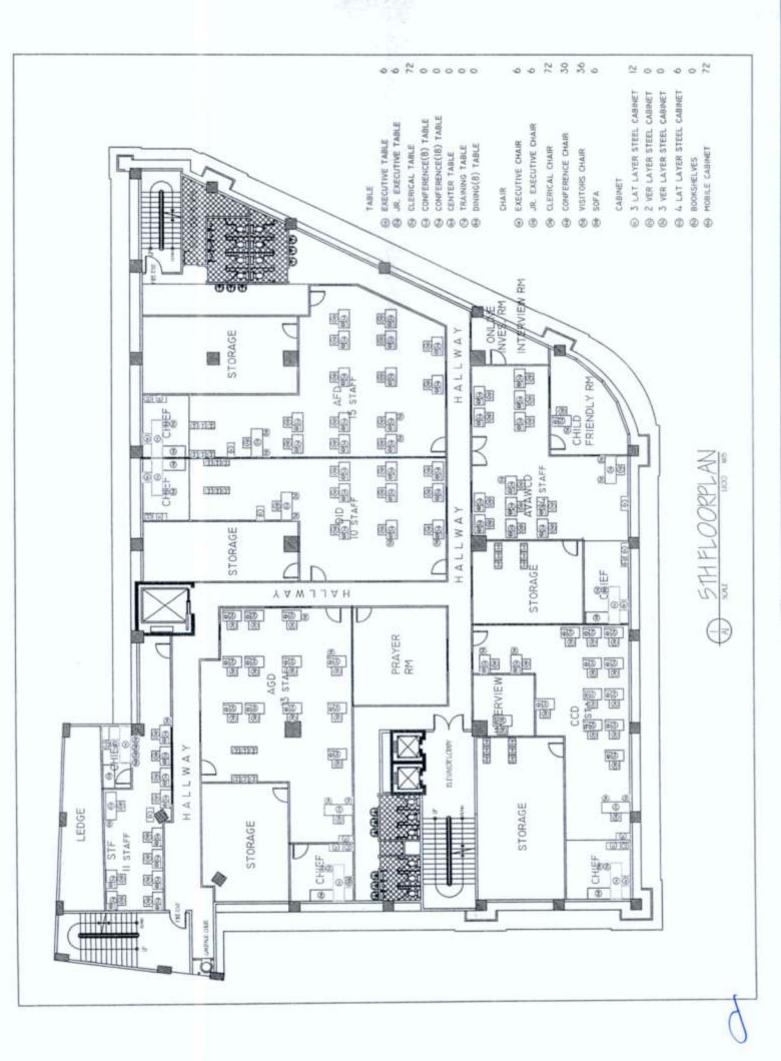


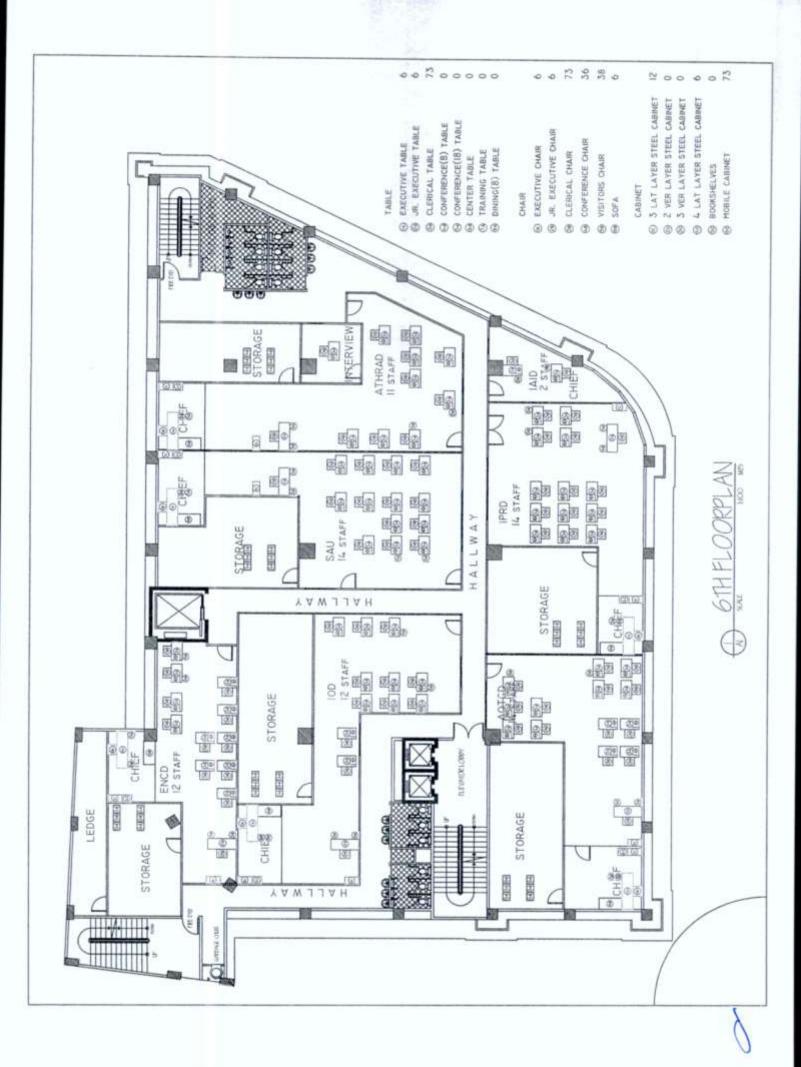


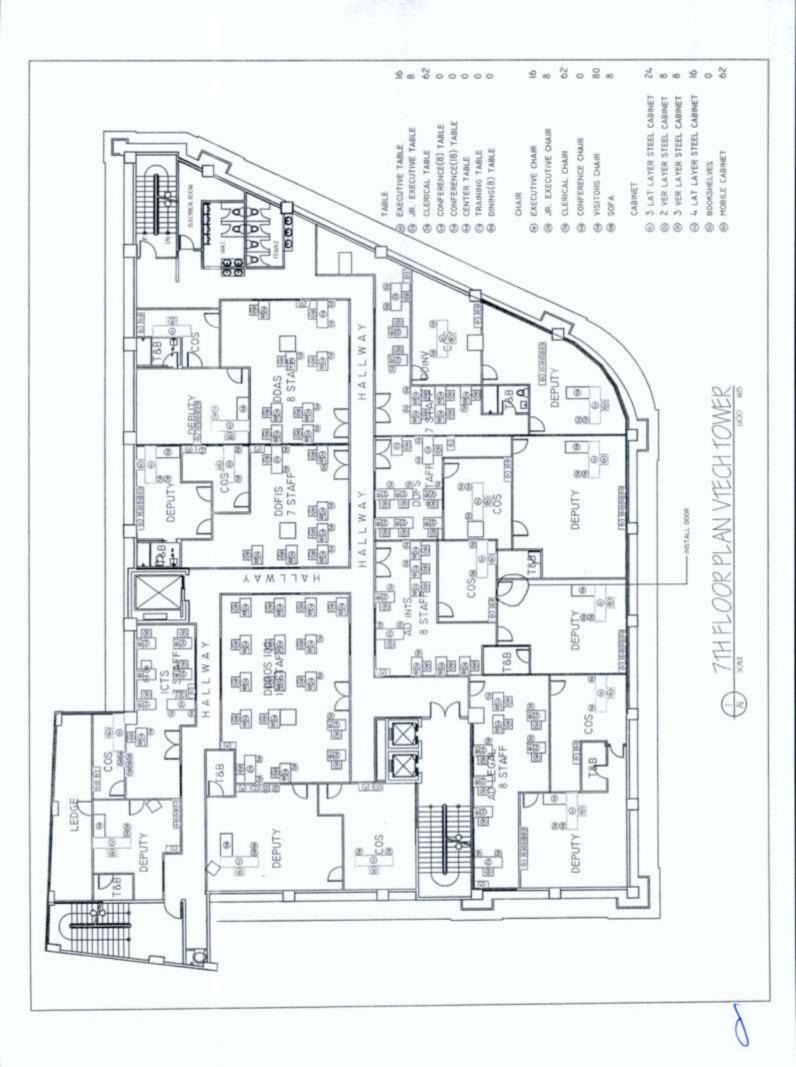


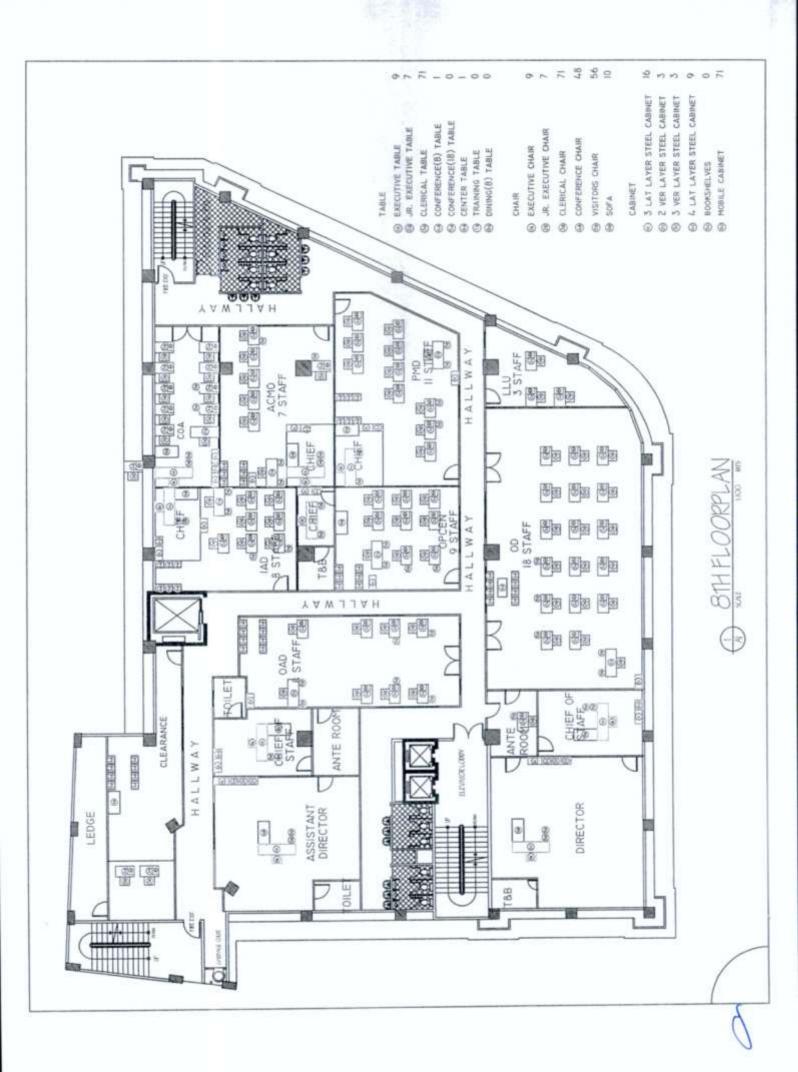


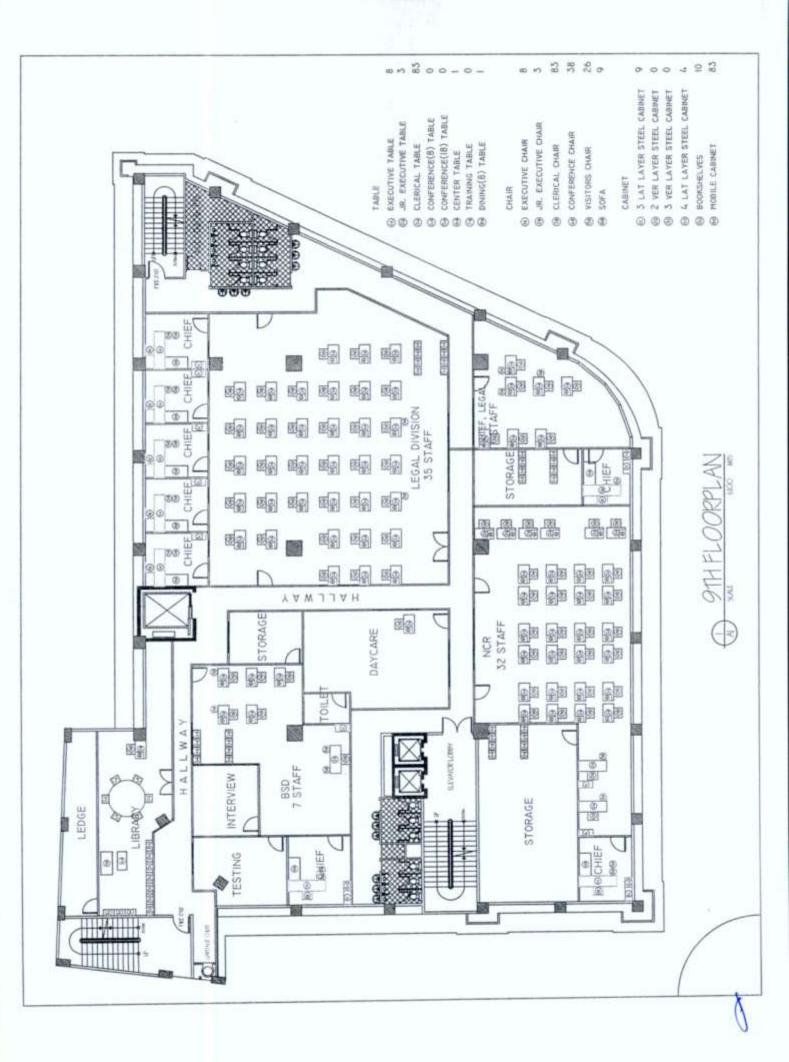


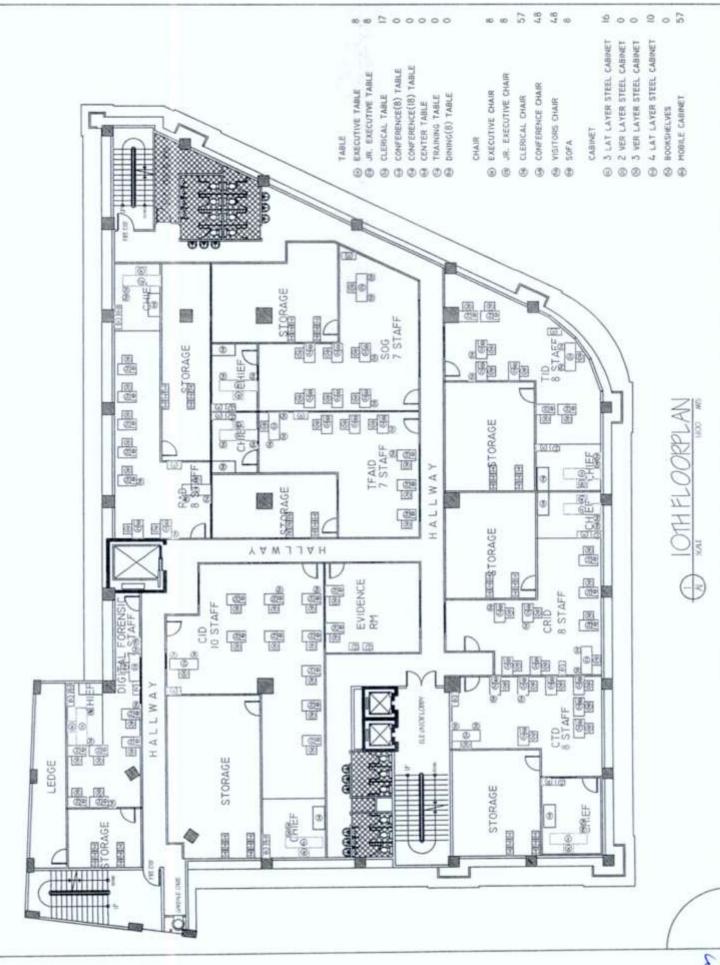


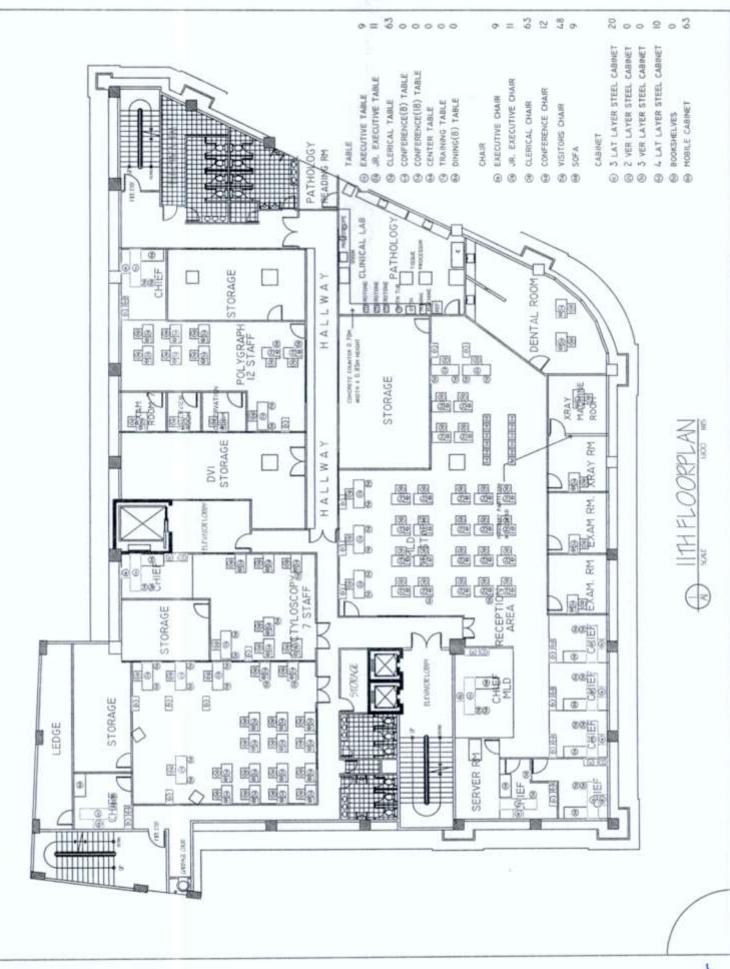


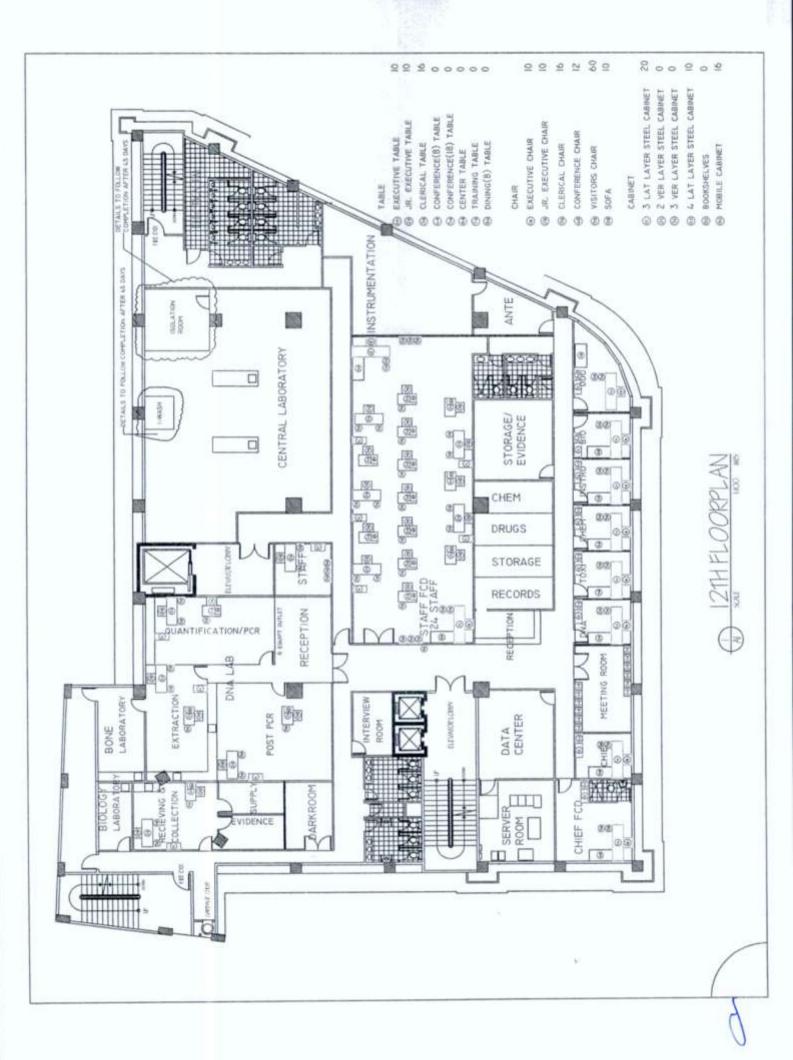


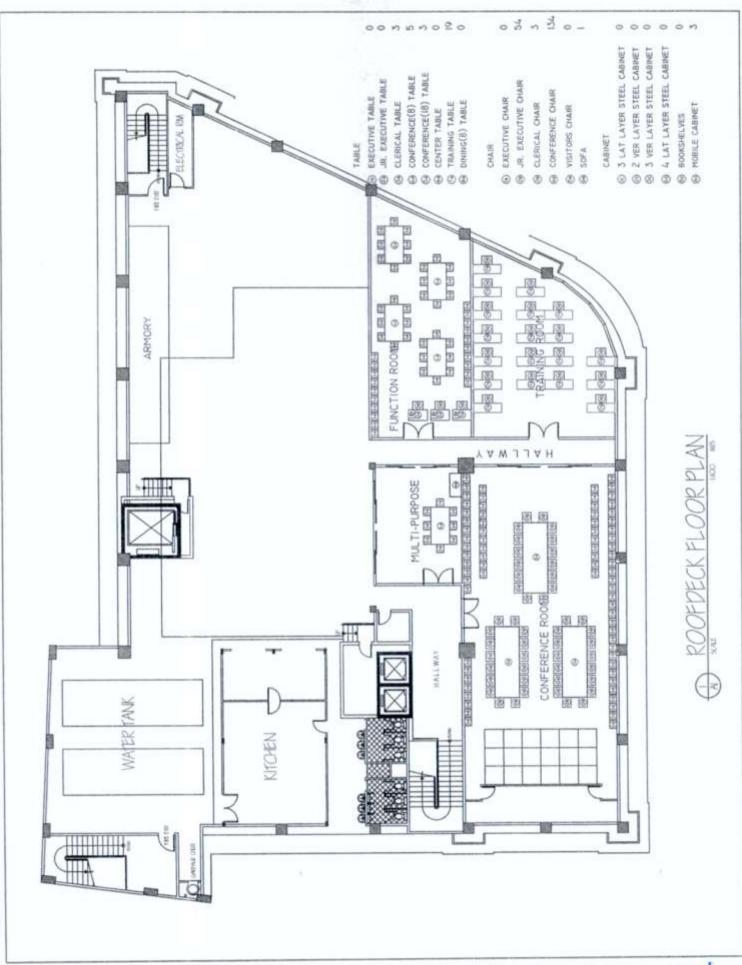












b

# Section VIII. Checklist of Technical and Financial Documents

## **Checklist of Technical and Financial Documents**

#### I. TECHNICAL COMPONENT ENVELOPE

#### Class "A" Documents

1.6.3541 1.7176.111	gal Document	5
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	L	egal Documents
	(a)	Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
	(b)	or Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or
		Cooperative Development Authority (CDA) for cooperatives or its equivalent document,
	(c)	<u>and</u> Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
	(d)	and Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).
Tec	chnica	1 Documents
	(e)	Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; and
	(f)	Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents;
	(g)	and Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission; or
	(h)	Original copy of Notarized Bid Securing Declaration; and Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-
	(i)	original duly signed Omnibus Sworn Statement (OSS);  and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

#### Financial Documents

☐ (j) The Supplier's audited financial statements, showing, among others, the

Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; and

☐ (k) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);

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.

#### or

A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

If the prospective bidder opts to submit a committed Line of Credit, it must be at least equal to ten percent (10%) of the ABC to be bid. If issued by a foreign universal or commercial bank, it shall be confirmed or authenticated by a local universal or commercial bank.

#### Class "B" Documents

 (l) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;

#### or

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

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

- (m) [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.
- (n) 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).

#### **Bid Form**

		Date:		
Invitation	to	Bid No:	PB No.	21-004-6

To: DBM-PS SBAC Chairperson Procurement Service PS Complex, RR Road Cristobal St., Paco, Manila

#### Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers [\_\_\_\_\_], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to <u>Supply</u>, <u>Deliver and Install the Furniture and Fixtures for the New NBI Headquarters</u> in conformity with the said Bidding Documents.

No.	Qty/Unit	ITEMS/ DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	84 units	Executive Table		
2	83 units	Junior Executive Table		
3	992 units	Clerical Table		
4	8 units	Conference Table (8-seater)		
5	3 units	Conference Table (14-seater)		
6	3 units	Center Table		
7	40 units	Foldable Training Table		
8	3 units	Round Table (6-seater)		
9	84 units	Executive Chair		
10	137 units	Junior Executive Chair		
11	1,042 units	Clerical Chair		
12	478 units	Conference Chair		
13	575 units	Visitor's Chair		



91 units	Sofa (2-seater)	
167 units	3-Layer Lateral Filing Cabinet	
11 units	2-Layer Vertical Filing Cabinet	
11 units	3-Layer Vertical Filing Cabinet	
131 units	4-Layer Vertical Filing Cabinet	
993 units	Mobile File Cabinet	
10 units	Bookshelves	
2 units	File Compactor Cabinet Mobile	
	INSTA	ALLATION COST
	TOTAL	LOT PRICE
	167 units 11 units 11 units 131 units 993 units 10 units	167 units  3-Layer Lateral Filing Cabinet  2-Layer Vertical Filing Cabinet  11 units  3-Layer Vertical Filing Cabinet  131 units  4-Layer Vertical Filing Cabinet  Mobile File Cabinet  10 units  Bookshelves  2 units  File Compactor Cabinet Mobile  INSTA

Note: For purposes of hid evaluation, bidders are advised to use two (2) decimal places in setting up their bid prices.

#### TOTAL LOT PRICE IN WORDS:

LOT	1:		
-			

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Section VI. Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in <u>BDS</u> provision for ITB Clause 14.2 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

We certify/confirm that we comply with the eligibility requirements as per ITB Clause 5 of the Bidding Documents.

I/We likewise certify/confirm that the undersigned, [for sole proprietorships, insert]: as the owner and sole proprietor or authorized representative of [Name of Bidder], has the full power and authority to participate, submit the bid, and to sign and execute the ensuing contract, on the latter's behalf for the <u>Supply</u>, <u>Delivery and Installation of the Furniture and Fixtures for the New NBI Headquarters</u>.

Or;



I/We likewise certify/confirm that the undersigned, [for partnerships, corporations, cooperatives, or joint ventures, insert]: is granted full power and authority by the [Name of Bidder], to participate, submit the bid and to sign and execute the ensuing contract on the latter's behalf for Supply, Delivery and Installation of the Furniture and Fixtures for the New NBI Headquarters

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.

Dated this	day of	20
[signature]		[in the capacity of]
Duly authorized to si	ign Bid for and on be	ehalf of



## Schedule of Prices for Goods Offered From Abroad

Name of Bidder:			13:0	PB No. 21	1-004-6	Page of		
1	2	3	4	5	6	7	8	9
Îtem	Description	Country of origin	Quantity	Unit price CF port of entry (specify port) or CF named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)

[in the capacity of]

Duly authorized to sign Bid for and on behalf of

[signature]



### Schedule of Prices For Goods Offered From Within the Philippines

	Name of Bidder:					PB No. 21-004-6 Page of				
1	2	3	4	5	6	7	8	9	10	
ltem	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and Insurance 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 Fins Destination (col 9) x (col 4)	
	[signature	gnature] [				[in the capacity of]				
	Duly author	orized to sig	gn Bid for a	and on behal	f of					



#### Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

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

#### AFFIDAVIT

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

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

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

[If a partnership, corporation, cooperative, or joint venture:] 1 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;
- 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;
- [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;
- [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;
  - Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
  - 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].
- [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;
- 11. [Name of Bidder] hereby assigns the following contact number/s and e-mail address/es as the official telephone/fax number and contact reference of the company where the PS BAC and PS notices may be transmitted.

Telephone No/s.:	
Fax No/s.:	



E-mail Add/s.:									
Mobile No.:	1313								
It is understood that notices/s transmitted in any of the above-stated telephone/fax number and/or e-mail address/es are deemed received as of its transmittal and the reckoning period the reglementary periods stated in the bidding documents and the 2016 revised Implementary and Regulations of Republic Act No. 9184 shall commence from receipt thereof.									
IN WITNESS WHEREOF, I ha	ave hereunto set my hand this day of, 20 at								
	Bidder's Representative/Authorized Signatory								
Philippines. Affiant/s known to me, and l	me this day of [month] [year] at [place of execution], known to be the same person/s in the exhibited [insert type of ith his/her photograph and signature appearing thereon, with on at								
Witness my hand and seal this day o	f [month] [year].								
	NAME OF NOTARY PUBLIC  Serial No. of Commission  Notary Public for unitil  Roll of Attorney's No  PTR No [date issued], [place issued]  IBP No [date issued], [place issued]								
Doc. No Page No Book No Series of									
*The identification curd shall be at least one of the 2004 Rules on Notarial Practice.	of those acceptable proofs of identity as identified under the provisions								

"Sec. 12. Competent Evidence of Identity – The phrase "competent evidence of identity" refers to the identification of an individual based on:

At least one current identification document issued by an official agency bearing the photograph and signature of the individual, such as but not limited to, passport, driver's license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter's ID, Barangay certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID. OFW ID, seaman's book, alien certificate of registration/immigrant certificate of registration, government office ID, certification from the National Council for the Welfare of Disabled Persons (NCWDP), Department of Social Welfare and Development (DSWD) certification;

The Board Resolution or Secretary's Certificate referring to the said Board Resolution designating the bidder's authorized representative and signatory need not specifically indicate the particular project where such authority is given provided that the said authority covers activities by PS.



# A. Manufacturer Distributor STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT SIMILAR TO THE CONTRACT TO BE BID Supplier Bidder is B. Date has the following completed contracts for the last Five (5) years. Receipt Date of Official Acceptance End-user's Delivery/ Date of Amount of Contract Goods Sold Kind of Name of Contract Authorized Representative Name and Signature of (company) This is to certify that Contracting Party Contract of the Date

# Instructions:

- a) Cut-off date as of:
- (i) Up to the day before the deadline of submission of bids.
- In the column under "Dates", indicate the dates of Delivery/ End-user's Acceptance and Official Receipt. 9
- "Name of Contract". Indicate here the Nature/ Scope of the Contract for the Procuring Entity to determine the relevance of the entry with the Procurement at hand. Example: "Supply, Delivery and Installation of Office Furniture and Fixtures." 0



Kind of Goods Amount of Contracts  Sold Contract Contract Contracts  Contract Contract Contract Contracts  Date	Name of Contract S S Mane of Contract S Mane of C M	22.00

# Instructions:

- State all ongoing contracts including those awarded but not yet started (government and private contracts which may be similar or not similar to the project called for bidding) as of:
  - i. The day before the deadline of submission of bids.
- If there is no ongoing contract including awarded but not yet started as of the aforementioned period, state none or equivalent term.
- The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC) in case an NFCC is submitted as an eligibility document. "Name of Contract". Indicate here the Nature/ Scope of the Contract for easier tracking of the entries/ representations. Example: "Supply, Delivery and Installation of Office Furniture and Fixtures for the New NBI Headquarters" C 2



## JOINT VENTURE AGREEMENT

### KNOW ALL MEN BY THESE PRESENTS:

into this	day of	20 at	_ City, Philip	pines by and a	mong:
		a domestic corporation	on duly organi	zed, registered	and existing
		aws of the Republic of			
under and t	ry virtue of the f	aws of the republic of	the rumpph	ics, with offi	ce address at
		_, represented by it	S		.,,
hereinafter r	eferred to as "				
		- and -	ř		
		a domestic co	orporation dul	y organized, r	egistered and
existing und	er and by virtue of	the laws of the Republic	c of the Philip	pines, with off	ice address at
		, т	represented b	y its	
	, here	inafter referred to as "		***	
		- and -			
				a foreign	corporation
organized an	nd existing under a	nd by virtue of the laws	of	, r	epresented by
its		, herei	nafter referred	l to as "	
	(Her	nceforth collectively refe	rred to as the	'Parties''	
	C. Marchaelle	WITNESSET	H: That		
to A		ne Procurement Service and to Bid for the Suppl			an Invitation
for th					



WHEREAS, the parties have agreed to pool their resources together to form the  "
of the Philippines, for the purpose of participating in the abovementioned procurement of PS- DBM;
NOW, THEREFORE, for and in consideration of the foregoing premises and the covenants hereto set forth, the Parties have agreed as follows:
ARTICLE I ORGANIZATION OF THE JOINT VENTURE
SECTION 1. Formation – The Parties do hereby agree and bind themselves to establish, form and organize a Joint Venture pursuant to the laws of the Republic of the Philippines, in order for the JV to carry on the purposes and objectives for which it is created;
SECTION 2. Name – The name and style under which the JV shall be conducted is
SECTION 3. Principal Place of Business – The JV shall maintain its principal place of business at;
SECTION 4. Preparation and Documentation – The Parties shall secure and/or execute such certifications, documents, deeds and instruments as may be required by the laws of the Republic of the Philippines for the realization of the JV and in compliance with the Project. Further, they shall do all other acts and things requisite for the continuation of the JV pursuant to applicable laws;
SECTION 5. The Joint Venture shall be represented by the in all biddings, related procurement transactions and other official dealings that it shall enter into with the PS-DBM and third parties, such transactions to include, among others, the submission of eligibility documents, bids, registration documents obtaining bonds, performing the principal contract in the event that the contract is awarded in favor of the Joint Venture, receipt of payment for goods delivered, and similar and related activities.
SECTION 6. The period of the Joint Venture shall begin upon execution of this Agreement and shall continue until the complete performance of its contractual obligations to PS-DBM, as described in Article II hereof, or upon its termination for material breach of any term or condition of this Agreement, by service of a written statement in English on the other Party, not less than 90 days prior to the intended date termination
ARTICLE II PURPOSE
SECTION 1. The primary purpose of the Joint Venture is to participate in the public bidding to be conducted by the DBM-PS Bids and Awards Committee for the supply and delivery of for the

SECTION 2. If the above-described contract/s is/are awarded to the Joint Venture, the Joint Venture shall undertake the performance thereof to PS-DBM, and such other incidental activities necessary for the completion of its contractual obligations.

#### ARTICLE III SOLIDARY LIABILITY OF THE PARTIES

SECTION 1. In the performance of the contract/s that may be awarded to the Joint Venture by the PS-DBM, and all other related activities/obligations, as described in Article II hereof, the Parties bind themselves jointly and solidarily, in the concept of solidarily debtors, subject to the right of reimbursement, as provided in the relevant provisions of the Civil Code of the Philippines.

## ARTICLE IV CONTRIBUTION AND OTHER ARRANGEMENTS

SECTION 1. Contribution — The Parties shall contribute the amount of (Php Joint Venture, in the following proportion:

A. - P .00 B. - P .00

Additional contributions to the Joint Venture shall be made as may be required for contract implementation. In addition, \_\_\_\_ shall contribute any labor and contract management requirements.

SECTION 2. Profit Sharing – The share of the Parties to the JV from any profit derived or obtained from the implementation and execution of the Project shall be distributed pro rata to each, in accordance with the contribution and resources each has provided to the JV;

SECTION 3. Liquidation and Distributions – Any sum remaining after deducting from the total of all moneys or benefits received for the performance of the contract, all costs incurred by the JV after award of the contract for the Project pursuant to the accounting practices established for the JV, shall be distributed in accordance with the relative balances in the accounts of each Party pursuant to Sec.1 of this Article upon completion, final accounting, termination and liquidation of the JV. In the event of liquidation and termination of JV, and after taking into account the shares of the Parties in all income, gain, deductions, expenses, and losses, should the account of a Party contain a negative balance, such Party shall contribute cash to the JV sufficient to restore the said balance to zero;



SECTION 4. Sharing of Burden of a Net Loss – In case a net loss is incurred, additional contributions shall be made by the Parties in accordance with their respective shares.

# ARTICLE V MISCELLANEOUS PROVISIONS

SECTION 1. The provisions of the Instructions to Bidders, Supplemental Bid Bulletin, and other bidding documents issued by the PS-DBM in relation to the contract described in Article II hereof, shall be deemed incorporated in this Agreement and made an integral part thereof.

SECTION 2. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

SECTION 3. The Parties herein are duly represented by their authorized officers.

SECTION 4. Governing Law - This Agreement shall	be governed by and construed
according to the laws of the Republic of the Philippin	nes. Venue of any court action
arising from this Agreement shall be exclusively laid	before the proper court of the
. Philippines.	

	-
Signed in the Presence of:	

## ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPP CITY/MUNICIPALITY OF PROVINCE OF (in the case of	) S.S.			
BEFORE ME, a Notary the case of Municipality, th following:	Public for and in the City/M is day of(mont		(indicate also the Provin personally appeared	
Name	ID Name, N	umber and Valid	ity Date	
Known to me and to me know acknowledge to me that the sa they represent.				
This instrument refers page on which this Acknowl witnesses.	to a Joint Venture Agreem ledgement is written, and			
WITNESS MY HAND	AND NOTARIAL SEAL	on the place and	on the date first above wri	tten.
	S N F	lotary Public for Roll of Attorneys PTR No, [da	mmissionuntil	1]
Doc. No Page No Book No Series of				
Note: The identification card shall be at of the 2004 Rules on Notarial Pra		proofs of identity	as identified under the provi	sions
"Sec. 12. Competent Evidence identification of an individual bas		"competent evi	idence of identity" refers t	o the
At least one current identification the individual, such as but not lin National Bureau of Investigatio Government Service and Instrument Service and Instrument Council for the Welfare of Disab certification	nited to, passport, driver's in clearance, police clearand urance System (GSIS) e-card, Vorkers Welfare Administrati ant certificate of registration, s	license, Professione, postal ID, voi Social Security Syston (OWWA) ID, government office is	onal Regulations Commission on Ser's ID, Barangay certification of Series (SSS) card, Philhealth OFW ID, seaman's book, ID, certification from the Na	n ID, ation, card, alien tional



## SUPPLIER'S LETTERHEAD

Date	
Chairperson DBM-PS Special Bids and Awards Com Paco, Manila	mittee
Dear Sir:	
This has reference to Public Bidding No(Name of Company) respectform	for(Name of Project) fully requests for the following:
( ) Withdraw of Bid Subn ( ) Refund of Bid Security (Attached is a photocop ( ) Cancellation of Credit	by of the Procurement Service Official Receipt)
It is understood that reconsideration and/pr protest in connection	waives its right to file any motion for with the above-cited Public Bidding Project.
Thank you.	
Very truly yours,	
Authorized Signatory for the Company	



## Form of Performance Security (Bank Guarantee)

То	: Procurement Service PS Complex, Cristobal St., Paco, Manila
Suppl	WHEREAS,(Name and Address of Supplier)(hereinafter called "the ier") has undertaken, in pursuance of Notice of Award Nodated to execute (Name of Contract and Brief Description) (hereinafter called "the act");
shall	AND WHEREAS, it has been stipulated by you in the said Contract that the Supplier furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as ty for compliance with his obligations in accordance with the Contract;
	AND WHEREAS, we have agreed to give the Supplier such a Bank Guarantee;
which deman	NOW THEREFORE, we hereby affirm that we are the Guarantor and responsible to you, half of the Supplier, up to a total of [Amount of Guarantee] proportions of currencies in the Contract Price is payable, and we undertake to pay you, upon your first writtened and without cavil or argument, any sum or sums within the limits of [Amount of untee] as aforesaid without your needing to prove or to show grounds or reasons for your need for the sum specified therein.
preser	We hereby waive the necessity of your demanding the said debt from the Supplier before nting us with the demand.
to be	or ther agree that no change or addition to or other modification of the terms of the Contract performed thereunder or of any of the Contract documents which may be made between the Supplier shall in any way release us from any liability under this guarantee, and we waive notice of any such change, addition or modification.
&Cert	This guarantee shall be valid until the date of issue of the Final Acceptance [Inspection, tification of Acceptance Report(I.C.A.R)].
N	GUARANTOR JAME OF BANK ADDRESS
	DATE



## BID SECURING DECLARATION FORM

	PUBLIC OF THE PHILIPPINES)
CIT	Y OF) S.S.
χ	х
	BID SECURING DECLARATION
	Invitation to Bid: Public Bidding No. 21-004-6
To:	Procurement Service
	PS Complex, RR Road
	Cristobal St., Paco, Manila
I/W	<sup>2</sup> , the undersigned, declare that:
	e understand that, according to your conditions, bids must be supported by a Bid Security, the may be in the form of a Bid-Securing Declaration.
any (b) I Bid proc decla	e accept that: (a) I/we will be automatically disqualified from bidding for any contract with procuring entity for a period of two (2) years upon receipt of your Blacklisting order; and, /we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Securing Declaration, within fifteen (15) days from receipt of the written demand by the uring entity for the commission of acts resulting to the enforcement of the bid securing aration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA 9184; out prejudice to other legal action the government may undertake.
	e understand that this Bid Securing Declaration shall cease to be valid on the following imstances:
Upo	n expiration of the bid validity period, or any extension thereof pursuant to your request;
and	I/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of right;
I an	n/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have ished the performance security and signed the Contract.
[mo	IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this day of nth] [year] at [place of execution].

1.

2.

3.

(a)

(b)

(c)

<sup>&</sup>lt;sup>2</sup> Select one and delete the other. Adopt the same instruction for similar terms throughout the document.



## [Insert NAME OF BIDDER'S AUTHORIZED] REPRESENTATIVE]

[Insert Signatory's Legal Capacity]

#### Affiant

with no	issued on	at	
Witness my hand an	d seal this day of [m	onth] [year].	
			NOTARY PUBLIC Commission
			c for unitil
		Roll of Attor	ney's No.
		PTR No.	[date issued], [place
		issued]	
			[date issued], [place issued
Doc. No.		-	
Page No.			
Book No.			
Series of .			

\*The identification card shall be at least one of those acceptable proofs of identity as identified under the provisions of the 2004 Rules on Notarial Practice.

"Sec. 12. Competent Evidence of Identity - The phrase "competent evidence of identity" refers to the identification of an individual based on:

At least one current identification document issued by an official agency bearing the photograph and signature of the individual, such as but not limited to, passport, driver's license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter's ID, Barangay certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman's book, alien certificate of registration/immigrant certificate of registration, government office ID, certification from the National Council for the Welfare of Disabled Persons (NCWDP), Department of Social Welfare and Development (DSWD) certification



#### 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 (NOA)]

of.	Award (NOA)]		
CONTRA	CT AGREEMEN	NT	
THIS AGREEMENT made the PROCURING ENTITY] of the Philippines			
[name of Supplier] of [city and country o other part;			
WHEREAS the Entity invited Ride	· for partain poods	and ancillar	eervices particularly

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:

- In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:
  - a. 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
  - Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;
  - c. 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;
  - d. Performance Security;



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

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

[Insert Name and Signature]	[Insert Name and Signature]
[Insert Signatory's Legal Capacity]	[Insert Signatory's Legal Capacity
for:	for:
[Insert Procuring Entity]	[Insert Name of Supplier]

#### ACKNOWLEDGMENT

REPUBLIC	OF THE PHILIPPINE	(S)			
CITY/MUNI	CIPALITY OF	) S.S.			
PROVINCE	OF (in the case of Mu	inicipality)			
	indicates sava ure				C. C.
	RE ME, a Notary Pu				
also the Pro	vince in the case of	Municipality	_, this	day of _	(month &
year)	personally appea	ared the followin	g:		



ID Name, Number and Validity Date

Name

Known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledge to me that the same is their free and voluntary act and deed and that of the corporation(s) they represent.

This instrument refers to a Joint Venture Agreement consisting of \_\_\_\_\_\_ pages, including the page on which this Acknowledgement is written, and signed by the parties and their instrumental witnesses.

WITNESS MY HAND AND NOTARIAL SEAL on the place and on the date first above written.

NAME OF NOTAL	RY PUBLIC	
Serial No. of Comm	ission	
Notary Public for	until	
Roll of Attorneys No	o	
PTR No, [date is	ssued], [place issued]	
IBP No. , [date is.	sued], [place issued]	

Doc. No.	
Page No.	
Book No.	
Series of	

The identification card shall be at least one of those acceptable proofs of identity as identified under the provisions of the 2004 Rules on Notarial Practice.

"Sec.12. Competent Evidence of Identity - The phrase "competent evidence of identity" refers to the identification of an individual based on:

At least one current identification document issued by an official agency bearing the photograph and signature of the individual, such as but not limited to, passport, driver's license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter's ID, Barangay certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman's book, alien certificate of registration/immigrant certificate of registration, government office ID, certification from the National Council for the Welfare of Disabled Persons (NCWDP). Department of Social Welfare and Development (DSWD) certification



