

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Procurement of GOODS

Government of the Republic of the Philippines

**Procurement of a Service Provider for the
Production of the BISITA, BE MY GUEST
Collaterals among DOT Regional and Foreign
Offices**

Project Identification Number: DOT-BAC IB 2023-029

**Sixth Edition
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Table of Contents

Glossary of Acronyms, Terms, and Abbreviations	3
Section I. Invitation to Bid.....	6
Section II. Instructions to Bidders.....	10
1. Scope of Bid	11
2. Funding Information.....	11
3. Bidding Requirements	11
4. Corrupt, Fraudulent, Collusive, and Coercive Practices	11
5. Eligible Bidders.....	12
6. Origin of Goods	12
7. Subcontracts	12
8. Pre-Bid Conference	12
9. Clarification and Amendment of Bidding Documents	12
10. Documents comprising the Bid: Eligibility and Technical Components	13
11. Documents comprising the Bid: Financial Component	13
12. Bid Prices	13
13. Bid and Payment Currencies	14
14. Bid Security	14
15. Sealing and Marking of Bids	14
16. Deadline for Submission of Bids	15
17. Opening and Preliminary Examination of Bids	15
18. Domestic Preference	15
19. Detailed Evaluation and Comparison of Bids	15
20. Post-Qualification	16
21. Signing of the Contract	16
Section III. Bid Data Sheet	17
Section IV. General Conditions of Contract	19
1. Scope of Contract	20
2. Advance Payment and Terms of Payment	20
3. Performance Security	20
4. Inspection and Tests	20
5. Warranty	21
6. Liability of the Supplier	21
Section V. Special Conditions of Contract	22
Section VI. Schedule of Requirements	24
Section VII. Technical Specifications	26
Section VIII. Checklist of Technical and Financial Documents	32

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 *Procurement of a Service Provider for the Production of the BISITA, BE MY GUEST Collaterals among DOT Regional and Foreign Offices*

1. The **Department of Tourism (DOT)**, through the **General Appropriation Act 2023** intends to apply the following sum, inclusive of applicable taxes, being the ABC to payments under the contract for “**Procurement of a Service Provider for the Production of the BISITA, BE MY GUEST Collaterals among DOT Regional and Foreign Offices**” (Project Identification No. **DOT-BAC IB 2023-029**):

Lot No.	Items	Approved Budget for the Contract (ABC) per Lot:
1	75 pcs. BBMG Pull Up Banner with Standee Cassette and Carrying Bag	PhP214,288.50
2	97,500 pcs. BBMG Flyers	PhP353,925.00
3	55,500 pcs. BBMG Canvass Tote Bag	PhP8,398,815.00
4	30,000 pcs. BBMG Bag Tag	PhP2,340,000.00

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

2. The **DOT** now invites bids for the above Procurement Project. Delivery of the Goods is required by:

Lot No.	Items	Delivery Period
1	75 pcs. BBMG Pull Up Banner with Standee Cassette and Carrying Bag	Within 15 days upon approval of the actual sample
2	97,500 pcs. BBMG Flyers	Within 30 calendar days upon approval of the actual sample
3	55,500 pcs. BBMG Canvass Tote Bag	Within 30 calendar days upon approval of the actual sample
4	30,000 pcs. BBMG Bag Tag	Within 20 calendar days upon approval of the actual sample

Bidders should have completed, within **three (3) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).

3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “**pass/fail**” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
4. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

5. Prospective Bidders may obtain further information from the Bids and Awards Committee (BAC) Secretariat through the contact details given below and inspect the Bidding Documents as posted on the websites of the DOT and the Philippine Government Electronic Procurement System (PhilGEPS).
6. A complete set of Bidding Documents may be acquired by interested Bidders from **24 October to 10 November 2023 (8:00 a.m. to 5:00 p.m.)** and **13 November 2023 (until 9:00 a.m.)** from the given address and website(s) below **and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Twenty-Five Thousand Philippine Pesos (PhP25,000.00) in accordance with the following schedule:**

Lot No.	ITEMS	Approved Budget for the Contract (ABC) per Lot:	Bidding Documents Fee
1	75 pcs. BBMG Pull Up Banner with Standee Cassette and Carrying Bag	PhP214,288.50	PhP2,500.00
2	97,500 pcs. BBMG Flyers	PhP353,925.00	PhP2,500.00
3	55,500 pcs. BBMG Canvass Tote Bag	PhP8,398,815.00	PhP12,500.00
4	30,000 pcs. BBMG Bag Tag	PhP2,340,000.00	PhP7,500.00

OR deposited to:

Account Name	Department of Tourism-Regular Trust
Account Number	00-0-05002-407-4
Beneficiary's Bank	Development Bank of the Philippines (DBP)
Bank Branch	F. Zobel Branch
Address	809 J.P Rizal corner F. Zobel St., Makati City, Philippines

(Note: Pls. send copy of the Transaction report or any proof of payment at the email address moalmazan@tourism.gov.ph)

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

7. The **DOT** will hold a Pre-Bid Conference on **31 October 2023 at 10:00 a.m.** at the **4th Floor, Conference Room, DOT Bldg., No. 351 Sen. Gil Puyat Avenue, Makati City**, which shall be open to prospective bidders.
8. Bids must be duly received by the BAC Secretariat through manual submission **on or before 13 November 2023 at 9:00 a.m. only** at the office address indicated below. Late bids shall not be accepted.
9. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.

10. Bid opening shall be on **13 November 2023 at 10:00 a.m.** at the **4th Floor, Conference Room, DOT Bldg., No. 351 Sen. Gil Puyat Avenue, Makati City.**
11. All documents shall be current and updated and any missing document in the checklist is a ground for outright rejection of the bid. Bidder shall submit **one (1) original** and **five (5) photocopies** of the first and second components of its bid in sealed envelope.

To facilitate the evaluation of the bids, bidders are advised to follow the arrangement in the checklist when placed in an Envelope, with documents bounded, tabbed and labeled accordingly.

12. The **DOT** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
13. For further information, please refer to:
Mr. GODOFREDO R. MALDONADO, JR.
Head, DOT-BAC Secretariat
Procurement Management Division
4th Floor, DOT Bldg.
351 Sen. Gil Puyat Ave., Makati City
Telephone Nos. 8459-5200 to 30 Loc. 425
Email Address: grmaldonado@tourism.gov.ph
Website Address: www.tourism.gov.ph
14. You may visit the following websites:
For downloading of Bidding Documents: **www.tourism.gov.ph /www.philgeps.gov.ph**


ASEC. REYNALDO L. CHING
DOT-BAC Chairperson

23 October 2023



Section II. Instructions to Bidders

1. Scope of Bid

- I. The Procuring Entity, **Department of Tourism**, wishes to receive Bids for the ***Procurement of a Service Provider for the Production of the BISITA, BE MY GUEST Collaterals among DOT Regional and Foreign Offices*** with Project Identification Number ***DOT-BAC IB 2023-029***.

The Procurement Project (referred to herein as “Project”) is composed of ***four (4) lots***, 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 FY 2023:

For Lot No. 1 - Two Hundred Fourteen Thousand Two Hundred Eighty-Eight Pesos and 50/100 (PhP214,288.50)

For Lot No. 2 - Three Hundred Fifty-Three Thousand Nine Hundred Twenty-Five Pesos (PhP353,925.00)

For Lot No. 3 – Eight Million Three Hundred Ninety-Eight Thousand Eight Hundred Fifteen Pesos (PhP8,398,815.00)

For Lot No. 4 –Two Million Three Hundred Forty Thousand Pesos (PhP2,340,000.00)

The period for the performance of the obligations under the Contract shall not go beyond the validity of the appropriation for the Project.

- 2.1. The source of funding is the FY 2023 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

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

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on **31 October 2023 at 10:00 a.m.** at the **4th Floor, Conference Room, DOT Bldg., No. 351 Sen. Gil Puyat Avenue, Makati City**, as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *three (3) years* prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;

- iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in e.
- b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in **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 **13 March 2024**. 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 as indicated in *paragraph 10 of the IB*. 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

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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 one project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA

No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

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	<p>For this purpose, contracts similar to the Project shall be:</p> <p>a. <i>Similar contract means experience in the supply and delivery of corporate giveaways</i></p> <p>b. completed within <i>three (3)</i> years prior to the deadline for the submission and receipt of bids.</p>
7.1	<i>Subcontracting is not allowed.</i>
12	<i>Not applicable</i>
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <p>a. The amount of not less than 2% of the ABC if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit as follows:</p> <p style="padding-left: 40px;">For Lot No. 1: PhP4,285.77 For Lot No. 2: PhP7,078.50 For Lot No. 3: PhP167,976.30 For Lot No. 4: PhP46,800.00</p> <p>b. The amount of not less than 5% of the ABC, if bid security is in Surety Bond, as follows:</p> <p style="padding-left: 40px;">For Lot No. 1: PhP10,714.43 For Lot No. 2: PhP17,696.25 For Lot No. 3: PhP419,940.75 For Lot No. 4: PhP117,000.00</p>
19.3	<i>No further instructions</i>
20	<i>No further instructions</i>
21	<i>No further instructions</i>

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is: Atty. Jerilee Grantoza/Ms. Mika Ortiz BBMG Secretariat bisitabemyguest@tourism.gov.ph/oastrcrg.rcb@gmail.com/</p>
2.2	<p><i>Partial payment is not allowed.</i></p>
4	<p><i>The deliverables shall be subject to the inspection and acceptance of the Project Officer.</i></p>

Section VI. Schedule of Requirements

Section VI. Schedule of Requirements

Lot No.	Description	Quantity	Delivered, Weeks/Months
1	BBMG Pull Up Banner with Standee Cassette and Carrying Bag	75 pcs.	-Submission of actual sample within 3 days upon receipt of Notice to Proceed -Delivery within 15 days upon approval of the actual sample
2	BBMG Flyers	97,500 pcs.	-Submission of actual sample within 3 days upon receipt of Notice to Proceed -Delivery within 30 calendar days upon approval of the actual sample
3	BBMG Canvass Tote Bag	55,500 pcs.	-Submission of actual sample within 3 days upon receipt of Notice to Proceed -Delivery within 30 calendar days upon approval of the actual sample
4	BBMG Bag Tag	30,000 pcs.	-Submission of actual sample within 3 days upon receipt of Notice to Proceed -Delivery within 20 calendar days upon approval of the actual sample

*More detailed service requirements and technical specifications are found under Section VII. Technical Specifications. *

Conforme:

Name of Bidder's/Representative

Signature

Date

Section VII. Technical Specifications

Technical Specifications

Item	Specification	Statement of Compliance
	<p>I. MINIMUM REQUIREMENT FOR SUPPLIERS</p> <ul style="list-style-type: none"> • Must be able to provide a set of collaterals per region and foreign offices supplies and materials to be delivered. • Has the capability to deliver items on time. • Must be willing to provide product warranty/return and exchange of defective items 	<p><i>[Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i></p>

	<ul style="list-style-type: none"> • Must not have a history of being blacklisted with the deliverables • Must be willing to facilitate complete /full delivery of materials to the DOT Central Office and packaged / labelled according to regional and foreign offices • Must be willing to provide services on a send-bill arrangement. <p>II. SCOPE OF WORK/SERVICES</p> <p>The services required by the DOT End-user:</p> <ol style="list-style-type: none"> 1. Submit sample of actual product without additional cost prior to mass production 2. Proposed materials to be used as specified in the layout/description 3. The winning bidder must supply and deliver BBMG Collaterals with the following specifications: 	
--	--	--

DELIVERABLES:

LOT 1 - Php 214,288.50

PROJECT TITLE	PRODUCTION OF BBMG PULL UP BANNER WITH STANDEE CASSETTE AND CARRYING BAG
Quantity	75 PCS
Size	2.75 feet x 6.5 feet
Material	Matte Fabric Banner Universal 150 gsm
Color Requirement	Full Color Printing
Printing Process	Hi resolution latex printing
Other Requirements	Finishing: loose sheets <ul style="list-style-type: none"> • Layout to be supplied by the DOT-end user • Packed according to regional and foreign offices and labelled accordingly based on the distribution list • Approved Notice to Proceed and approved sample before mass production
Delivery	-Submission of actual sample within 3 days upon receipt of Notice to Proceed -Delivery of pull-up banners with standee cassette and carrying bag within 15 days upon approval of the actual sample

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LOT 2 - Php 353,925.00

PROJECT TITLE	PRODUCTION OF BBMG FLYERS
Quantity	97,500 PCS
Size	<ul style="list-style-type: none"> • Folded: 8.25" (H) x 3.02" (W) • Spread: 8.25" (H) x 11.75" (W)
Material	C2S 80 lbs.
Color Requirement	Full Color Printing (2 sides / Back to Back)
Printing Process	Off-set printing with folding
Other Requirements	<ul style="list-style-type: none"> • Layout to be supplied by the DOT-end user • Packed according to regional and foreign offices and labelled accordingly based on the distribution list • Approved Notice to Proceed and approved sample before mass production
Delivery	<ul style="list-style-type: none"> -Submission of actual sample within 3 days upon receipt of Notice to Proceed -Delivery of flyers within 30 calendar days upon approval of the actual sample

LOT 3 - Php 8,398,815.00

PROJECT TITLE	PRODUCTION OF BBMG CANVASS TOTE BAG
Quantity	55,500 PCS
Size	18in L x 13in W x 4in depth
Material	Canvass
Color Requirement	Full color (one side printing)
Printing Process	Sublimation
Other Requirements	<ul style="list-style-type: none"> • Layout to be supplied by the DOT-end user • Packed according to regional and foreign offices and labelled accordingly based on the distribution list • Approved Notice to Proceed and approved sample before mass production
Delivery	<ul style="list-style-type: none"> -Submission of actual sample within 3 days upon receipt of Notice to Proceed -Delivery of bags within 30 calendar days upon approval of the actual sample

LOT 4 - Php 2,340,000.00

PROJECT TITLE	PRODUCTION OF BBMG BAG TAG
Quantity	30,000 PCS
Size	3.9" (width) x 2.4" (height) x 0.2" (thickness)
Material Preference	wood with print and faux/leather cord (size: 254 mm L x 5 mm H)
Printing Process	Laser Engraving
Other Requirements	<ul style="list-style-type: none"> • Layout to be supplied by the DOT-end user • Packed according to regional and foreign offices and labelled accordingly based on the distribution list • Approved Notice to Proceed and approved sample before mass production
Delivery	-Submission of actual sample within 3 days upon receipt of Notice to Proceed -Delivery of bags within 20 calendar days upon approval of the actual sample

Distribution of Collaterals per Regional/ Foreign Offices are as follows:

REGIONS	PULL UP BANNERS	FLYERS	CANVAS TOTE BAG	WOODEN BAG TAGS
CAR	3	2,000	2,500	1,250
NCR	3	10,000	4,000	2,000
REGION I	3	2,000	2,500	1,250
REGION II	3	2,000	2,500	1,250
REGION III	3	5,000	3,500	1,750
REGION IV-A	3	2,000	1,000	500
REGION IV-B	3	2,000	2,500	1,250
REGION V	3	2,000	2,500	1,250
REGION VI	3	5,000	3,500	1,750
REGION VII (Cebu)	3	5,000	3,500	1,750
(Bohol)	-	-	2,500	1,250
REGION VIII	3	2,000	2,500	1,250
REGION IX	3	2,000	1,000	500
REGION X	3	2,000	2,500	1,250
REGION XI	3	5,000	3,500	1,750
REGION XII	3	2,000	1,000	500
REGION XIII	3	2,000	2,500	1,250
Subtotal	48	52,000	43,500	21,750

FOREIGN OFFICE	PULL UP BANNERS	FLYERS	CANVAS TOTE BAG	WOODEN BAG TAGS
Los Angeles, USA		5,000	1000	1000
San Francisco, USA	3	5,000	1000	1000
New York, USA	3	5,000	1000	500
Germany		5,000	1000	750
United Kingdom	3	5,000	1000	750
Tokyo, Japan		3500	1000	750
Osaka, Japan	3	3500	1000	750
South Korea	3	3500	1000	500
Shanghai, China	3	2500	1000	500
Beijing, China	3	2500	1000	500
Australia	3	2500	1000	750
Taiwan	3	2500	1000	500
Subtotal	27	45,500	12000	8250
TOTAL (ROs + FOs)	75	97,500	55,500	30,000
IV. REQUIREMENTS and CRITERIA				
	Experience			
	a) Must have completed a similar contract on corporate giveaways in the last three (3) years; b) Minimum of three (3) years experience in providing the same goods and service			
	NOTE: Attached BBMG pictures/designs			

Conforme:

Name of Bidder's/Representative

Signature

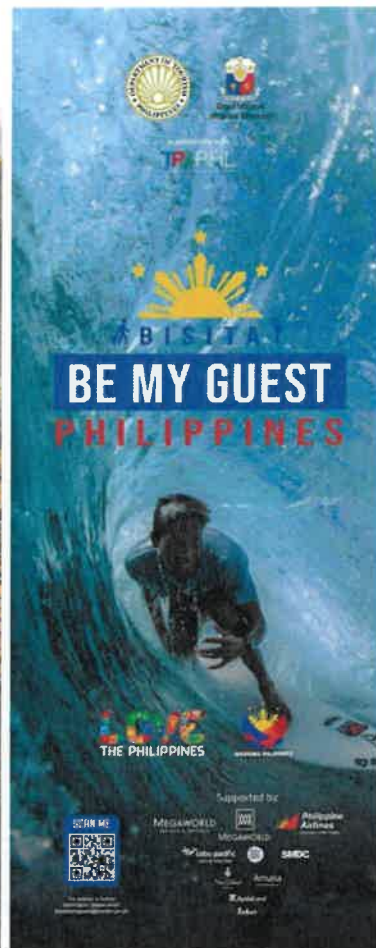
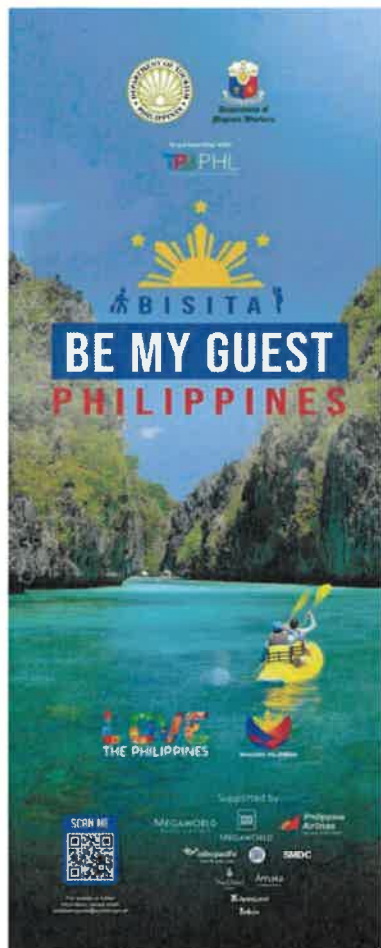
Date

DELIVERABLES:

LOT 1 (Php 2,857.18/piece) - Php 214,288.50

PROJECT TITLE	PRODUCTION OF BBMG PULL UP BANNER WITH STANDEE CASSETTE AND CARRYING BAG
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LOT 2 (Php 3.63/piece) - Php 353,925.00

PROJECT TITLE

PRODUCTION OF BBMG FLYERS



ABOUT BISITA, BE MY GUEST

Bisita, Be My Guest is an authorized travel campaign wherein Filipinos, especially Overseas Filipino Workers (OFWs) and Domestic Helpers, who invite foreigners to visit the country will be entitled to raffle prizes and have a chance to win special prizes.

Registered participants shall have the chance to avail discounted rates and packages during the campaign period using BBMG Travel Passport and BBMG Privilege Card.

RAFFLE MECHANICS FOR SPONSORS

1. Who are qualified to join?

a. Sponsors

- Overseas Filipino Workers
- Filipinos with dual citizenship living in the Philippines or abroad as residents, of legal age
- Filipino of legal age

b. Invites

- Anyone holding a foreign (non-Filipino) passport of legal age, and has traveled to the Philippines during the period January 2023 - April 2024.
- Any Filipino holding dual citizenship living abroad for minimum of six (6) months prior to the campaign, of legal age, and has traveled to the Philippines during the specified period of time.

2. How to join?

- Interested sponsors must visit the official BBMG website (<http://bmg.philippines.travel>) and sign up as a Sponsor during the registration.
- Sponsors must complete the following fields during the registration:
 - First name (as it appears in the ID)
 - Last name (as it appears in the ID)
 - Home address
 - E-mail address
 - Contact number
 - Philippine government-issued ID
- Registration is completed upon submission of the required information.
- Upon successful registration, a unique referral link will be generated that sponsors can copy and send to their prospective invitees. The Sponsor will also receive a virtual BBMG Privilege Card that they can use for themselves to the Philippines during the Campaign Period.

5. Invites who click on the unique referral link will be directed to the invitee page containing the mechanics and the Invitee Registration link.

- As all registered invitees and Sponsors are qualified to win holiday packages. Sponsors who are involved in marketing business/operations shall be subject to special rules.
- Sponsors whose invitees complete the travel to the Philippines within the promo period shall be eligible to win the major raffle prize (Condo or house and lot, shopping voucher).
- The Invitee and Sponsor will receive an email notification with information of their raffle entries.
- Sponsors can send the referral link to as many invitees as possible.
- Only entries present in the BBMG system database within the promo duration are valid.
- All Sponsors and Invitees are presumed to have read and understood, as well as agree and abide by the promo's privacy policy and terms and regulations.
- Winners shall be subject to vetting by DOT and/or concerned partner agencies (Department of Migrant Workers or Bureau of Immigration).

RAFFLE MECHANICS FOR INVITEES

1. Who are qualified to join?

Invitees may be the following:

- Anyone holding a foreign (non-Filipino) passport of legal age, and has traveled to the Philippines during the period January 2023 - April 2024.
- Any Filipino holding dual citizenship living abroad for minimum of six (6) months prior to the campaign, of legal age, and has traveled to the Philippines during the specified period of time.

2. How to join?

- Click the unique referral link from the Sponsor to be directed to the invitee page containing the mechanics and the Invitee Registration link.
- Register as invitee by providing the following information:
 - First name (as it appears on passport)
 - Last name (as it appears on passport)
 - Country of Residence
 - Nationality
 - E-mail address
- Upon registration, the invitee will receive a confirmation to the validity of their account as invitee. Invitees can also receive a virtual BBMG Privilege Card that they can use for their travel to the Philippines during the Campaign period January 2023 - April 2024.

4. All registered invitees and Sponsors are qualified to win holiday packages. Sponsors who are involved in marketing business/operations shall be subject to special rules.

- Sponsors whose invitees complete the travel to the Philippines within the promo period shall be eligible to win the major raffle prize (Condo or house and lot, shopping voucher).
- Once travel to the Philippines is completed, the Invitee shall login to their account and provide the following information:
 - Foreign Passport no.
 - Date of arrival in PH
 - Port of entry in PH
 - First visit in the Philippines? (Y/N)
 - Address (City/Province) or hotel in the Philippines
- Upload the following proof of travel to complete the registration:
 - Philippine immigration stamp (as seen on tourist passport)
 - Photo of Invitee and/or social media post showing their travel in Philippine destination
- Note: Additional proof of travel may be requested if necessary.
- Both the Invitee and Sponsor will receive an email notification of their raffle entries.
- Only entries present in the BBMG system database within the promo duration are valid.
- All Sponsors and Invitees are presumed to have read and understood, as well as agree and abide by the promo's privacy policy and terms and regulations.
- Winners shall be subject to vetting by DOT and/or concerned partner agencies (Department of Migrant Workers or Bureau of Immigration).

Who are excluded from the raffle?

All employees of DOT, its attached agencies, partner agencies, and sponsor company and their relatives up to the third degree, either or consanguinity, are disqualified from joining the campaign.

BBMG TRAVEL PASSPORT AND PRIVILEGE CARD



LOT 3 (Php 151.33/piece) - Php 8,398,815.00

PROJECT TITLE	PRODUCTION OF BBMG CANVASS TOTE BAG
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LOT 4 (Php 78.00/piece) - Php 2,340,000.00

PROJECT TITLE	PRODUCTION OF BBMG BAG TAG
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Distribution of Collaterals per Regional/ Foreign Offices are as follows:

REGIONS	PULL UP BANNERS	FLYERS	CANVAS TOTE BAG	WOODEN BAG TAGS
CAR	3	2,000	2,500	1,250
NCR	3	10,000	4,000	2,000
REGION 1	3	2,000	2,500	1,250
REGION II	3	2,000	2,500	1,250
REGION III	3	5,000	3,500	1,750
REGION IV-A	3	2,000	1,000	500
REGION IV-B	3	2,000	2,500	1,250
REGION V	3	2,000	2,500	1,250
REGION VI	3	5,000	3,500	1,750
REGION VII (Cebu)	3	5,000	3,500	1,750
(Bohol)	-	-	2,500	1,250
REGION VIII	3	2,000	2,500	1,250
REGION IX	3	2,000	1,000	500
REGION X	3	2,000	2,500	1,250
REGION XI	3	5,000	3,500	1,750
REGION XII	3	2,000	1,000	500
REGION XIII	3	2,000	2,500	1,250
Subtotal	48	52,000	43,500	21,750
FOREIGN OFFICE	PULL UP BANNERS	FLYERS	CANVAS TOTE BAG	WOODEN BAG TAGS
Los Angeles, USA		5,000	1000	1000
San Francisco, USA	3	5,000	1000	1000
New York, USA	3	5,000	1000	500
Germany		5,000	1000	750
United Kingdom	3	5,000	1000	750
Tokyo, Japan		3500	1000	750
Osaka, Japan	3	3500	1000	750
South Korea	3	3500	1000	500
Shanghai, China	3	2500	1000	500
Beijing, China	3	2500	1000	500
Australia	3	2500	1000	750
Taiwan	3	2500	1000	500
Subtotal	27	45,500	12000	8250
TOTAL (ROs + FOs)	75	97,500	55,500	30,000

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

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

Technical Documents

- ☐ (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid (**Annex “A”**); **and**
- ☐ (c) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents (Note: This statement shall be supported with end-user’s acceptance or official receipt(s) or sales invoice issued for the contract) (**Annex “B”**); **and**
- ☐ (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
or
Original copy of Notarized Bid Securing Declaration (**Annex C”**); **and**
- ☐ (e) Conformity with the Technical Specifications (**Section VII**), which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable (**Section VI**); **and**
- ☐ (f) Original duly signed Omnibus Sworn Statement (OSS) (**Annex “D”**); **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

- ☐ (g) The prospective bidder’s computation of Net Financial Contracting Capacity (NFCC) (**Annex “E”**);
or
A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class “B” Documents

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

II. FINANCIAL COMPONENT ENVELOPE

- ☐ (i) Original of duly signed and accomplished Financial Bid Form (**Annex “F”**);
and
- ☐ (j) Original of duly signed and accomplished Price Schedule(s) (**Annex “G”**).

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

- ☐ (k) *[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.
- ☐ (l) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

Statement of all its Ongoing Government & Private Contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature & complexity to the contract to be bid

Business Address _____

Total Cost:

Date _____

Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid within the last three (3) years

Business Address : _____

Note: This statement shall be supported with the end-user's acceptance or official receipts(s) or sales invoice issued for the contract

Date _____

Bid Securing Declaration Form

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

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.

BID SECURING DECLARATION
Project Identification No.: *[Insert number]*

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

I/We, the undersigned, declare that:

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

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

AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of ___, 20__ at _____, Philippines.

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

ANNEX E

COMPUTATION OF NET FINANCIAL CONTRACTING CAPACITY

The bidder must submit a computation of its Net Financial Contracting Capacity (NFCC), which must be at least equal to the ABC to be bid, calculated as follows:

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

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

	Amount
Current Assets	
Minus: Current Liabilities	
Sub-Total	
Multiplied by 15	
Sub-Total	
Minus: Value of Outstanding Contracts	
NFCC	

Submitted By:

Name of the Supplier / Distributor / Manufacturer

Signature of Authorized Representative

Bid Form for the Procurement of Goods
[shall be submitted with the Bid]

BID FORM

Date : _____
Project Identification No. : _____

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

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

If our Bid is accepted, we undertake:

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

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

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

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

_____	_____
_____	_____
_____	_____

(if none, state "None")]

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

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

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

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

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

Name: _____

Legal capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Date: _____

ANNEX G**Price Schedule for Goods Offered from Within the Philippines**
*[shall be submitted with the Bid if bidder is offering goods from within the Philippines]***For Goods Offered from Within the Philippines**

Name of Bidder _____ Project ID No. _____ Page ____ of ____

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

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

ANNEX JVA

JOINT VENTURE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

That this JOINT VENTURE AGREEMENT is entered into By and Between _____,
of legal age, (civil status), owner/proprietor of _____ and a
resident of _____.

- and -

_____, of legal age, (civil status), owner/proprietor of
_____ a resident of _____.

THAT both parties agree to join together their manpower, equipment, and what is
need to facilitate the Joint Venture to participate in the Eligibility, Bidding and Undertaking of
the here-under stated project to be conducted by the (Name of the Procuring Entity).

NAME OF PROJECT

CONTRACT AMOUNT

That both parties agrees to be jointly and severally liable for the entire assignment.

That both parties agree that _____ and/or _____
shall be the Official Representative of the Joint Venture, and is granted full power and
authority to do, execute and perform any and all acts necessary and/or to represent the Joint
Venture in the bidding as fully and effectively and the Joint Venture may do and if personally
present with full power of substitution and revocation.

THAT this Joint Venture Agreement shall remain in effect only for the above stated
Projects until terminated by both parties.

Done this _____ day of _____, in the year of our Lord _____.

Republic of the Philippines



Government Procurement Policy Board