



Government of the Republic of the Philippines  
**Office of the Government Corporate Counsel**

**BIDDING DOCUMENTS FOR THE  
SUPPLY, DELIVERY, AND  
INSTALLATION OF OFFICE  
MODULAR, FURNITURE, AND  
FIXTURES FOR THE EAST WING OF  
THE OFFICE OF THE GOVERNMENT  
CORPORATE COUNSEL**

**(ITB2020-11-003)**

**Sixth Edition  
July 2020**

# Preface

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines for use by any branch, constitutional commission or office, agency, department, bureau, office, or instrumentality of the Government of the Philippines, National Government Agencies, including Government-Owned and/or Controlled Corporations, Government Financing Institutions, State Universities and Colleges, and Local Government Unit. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract or Framework Agreement, as the case may be; (ii) the eligibility requirements of Bidders; (iii) the expected contract or Framework Agreement duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (iv) the obligations, duties, and/or functions of the winning bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the “*name of the Procuring Entity*” and “*address for bid submission*,” should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

## **Table of Contents**

|   |     |
|---|-----|
| Glossary of Acronyms, Terms, and Abbreviations  | 4   |
| Section I. Invitation to Bid  | 7   |
| Section II. Instructions to Bidders   | 111 |
| 1. Scope of Bid   | 122 |
| 2. Funding Information  | 12  |
| 3. Bidding Requirements   | 122 |
| 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. | 122 |
| 4. Corrupt, Fraudulent, Collusive, and Coercive Practices   | 122 |
| 5. Eligible Bidders   | 133 |
| 6. Origin of Goods  | 133 |
| 7. Subcontracts   | 133 |
| 8. Pre-Bid Conference   | 144 |
| 9. Clarification and Amendment of Bidding Documents   | 144 |
| 10. Documents comprising the Bid: Eligibility and Technical Components  | 144 |
| 11. Documents comprising the Bid: Financial Component   | 144 |
| 12. Bid Prices  | 155 |
| 13. Bid and Payment Currencies  | 155 |
| 14. Bid Security  | 166 |
| 15. Sealing and Marking of Bids   | 166 |
| 16. Deadline for Submission of Bids   | 166 |
| 17. Opening and Preliminary Examination of Bids   | 166 |
| 18. Domestic Preference   | 177 |
| 19. Detailed Evaluation and Comparison of Bids  | 177 |
| 20. Post-Qualification  | 177 |
| 21. Signing of the Contract   | 177 |
| Section III. Bid Data Sheet   | 188 |
| Section IV. General Conditions of Contract  | 20  |
| 1. Scope of Contract  | 211 |
| 2. Advance Payment and Terms of Payment   | 211 |
| 3. Performance Security   | 211 |
| 4. Inspection and Tests   | 211 |
| 5. Warranty   | 222 |
| 6. Liability of the Supplier  | 222 |
| Section V. Special Conditions of Contract   | 233 |
| Section VI. Schedule of Requirements  | 266 |
| Section VII. Technical Specifications   | 279 |
| [Section VIII. Checklist of Technical and Financial Documents   | 300 |

# ***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***

### **Notes on the Invitation to Bid**

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria (*e.g.*, the application of a margin of preference in bid evaluation).

The IB should be incorporated in the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.





Republic of the Philippines  
Department of Justice  
**OFFICE OF THE GOVERNMENT CORPORATE COUNSEL**  
Third Floor MWSS Administration Bldg., Katipunan Road  
Balara, Quezon City  
Tel. Nos. (02) 3436 3779 • Fax No. 3436-4405  
[www.ogcc.gov.ph](http://www.ogcc.gov.ph)

## **INVITATION TO BID FOR THE SUPPLY, DELIVERY AND INSTALLATION OF OFFICE MODULAR, FURNITURE AND FIXTURES FOR THE OFFICE OF THE GOVERNMENT CORPORATE COUNSEL**

1. The **Office of the Government Corporate Counsel (OGCC)**, through the **FY2020 General Appropriations Act** intends to apply the sum of **Four Million Pesos (PhP4,000,000.00)** being the ABC to payments under the contract for **Supply, Delivery and Installation of Office Modular, Furniture and Fixtures for the East Wing of the Office of the Government Corporate Counsel with Identification Number ITB2020-11-003**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **OGCC** now invites bids for the above Procurement Project. Delivery of the Goods is required **within forty-five working days from receipt of the Notice to Proceed extendable until 30 June 2021**. 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.  
  
Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
4. Prospective Bidders may obtain further information from the **Supply Office of the OGCC** and inspect the Bidding Documents at the address given below from **23 November (9:00am to 3:00pm) to 12:00 pm of 15 December 2020**.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **23 November 2020** from the given address and website(s) below. The OGCC shall impose a fee of **Five Thousand Pesos** for the Bidding Documents. **The Procuring Entity shall**

**allow the bidder to present its proof of payment for the fees together with its submission of its Bidding Documents either in person or through electronic means.**

6. The OGCC will hold a Pre-Bid Conference<sup>1</sup> on **01 December 2020, 1:00 pm** through **video conferencing or webcasting via ZOOM**, which shall be open to prospective bidders.

**Interested suppliers must register through Google Forms at least three (3) calendar days before the date of the Pre-Bid Conference. Only one representative per bidder shall be allowed to join the Pre-Bid Conference.**

7. Bids must be duly received by the BAC Secretariat through: (i) manual submission at the office address indicated below, and (ii) online or electronic submission as indicated below on or before **15 December 2020, 12:00pm. Late bids shall not be accepted.**
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **15 December 2020, 1:00pm** via **ZOOM**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity via **ZOOM**. The BAC Secretariat shall send the Zoom link to all bidders who submitted their bids on **15 December 2020, 1:00pm**.
10. **Please see attached OGCC Guidelines on Online Bidding for attendance to Pre-Bid Conference, Bid Opening and Procedure of Online Submission, Receipt and Opening of Bids.**
11. **The OGCC reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.**
12. For further information, please refer to:

*ATTY. DOMINADOR R. ISIDORO, JR.*

*Office of the Government Corporate Counsel*

*3/F MWSS Administration Bldg., Katipunan Avenue, Balara, Quezon City*

*Official electronic mail address: [TiMie.OGCC@gmail.com](mailto:TiMie.OGCC@gmail.com)*

*Telephone/Contact Nos: (02) 79645434 / 76172991 / 34363779 / 09178744417*

*Facsimile number: (02) 3436 4405*

*Website address: [www.ogcc.gov.ph](http://www.ogcc.gov.ph)*

---

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

13. You may visit the following websites:

For downloading of Bidding Documents: [www.ogcc.gov.ph](http://www.ogcc.gov.ph) ;  
<https://www.philgeps.gov.ph>  
*[If applicable]* For online bid submission: *[Indicate website]*

23 November 2020.

A handwritten signature in blue ink, appearing to read 'Agcc Dominador Isidoro, Jr.', is positioned above the printed name.

**AGCC DOMINADOR ISIDORO, JR.**  
*BAC Chairperson*

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

### **Notes on the Instructions to Bidders**

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

## 1. Scope of Bid

The Procuring Entity, **OGCC** wishes to receive Bids for the **Supply, Delivery and Installation of Office Modular, Furniture and Fixtures for the East Wing of the Office of the Government Corporate Counsel**, with identification number ITB 2020-11-003.

*[Note: The Project Identification Number is assigned by the Procuring Entity based on its own coding scheme and is not the same as the PhilGEPS reference number, which is generated after the posting of the bid opportunity on the PhilGEPS website.]*

The Procurement Project is described more in detail in Section VII (Technical Specifications).

## 2. Funding Information

2.1. The GOP through the source of funding as indicated below for **FY 2020 General Appropriations Act** in the amount of **Four Million Pesos (PhP4,000,000.00)**.

2.2. The source of funding is:

**NGA, the General Appropriations Act or Special Appropriations.**

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

**For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.**
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

## 6. Origin of Goods

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

## 7. Subcontracts

- 7.1. **Subcontracting is not allowed.**

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

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time through videoconferencing/webcasting *via ZOOM* 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<sup>2</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid **for One Hundred Twenty Days (120 days) from the date of 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.

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

---

<sup>2</sup> In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

## 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 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

- 20.2. **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

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

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

### **Notes on the Bid Data Sheet**

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

- a. Information that specifies and complements provisions of the ITB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

# Bid Data Sheet

| ITB Clause |   |
|------------|---|
| 5.3        | <p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> <li>a. <b>Contracts for the Supply, Delivery, and Installation of Office Modular, Furniture, and Fixtures.</b></li> <li>b. completed within <b>3 years</b> prior to the deadline for the submission and receipt of bids.</li> </ul>  |
| 7.1        | <b>Subcontracting is not allowed.</b>   |
| 12         | The price of the Goods shall be quoted DDP <i>[state place of destination]</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.   |
| 14.1       | <p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> <li>a. The amount of not less than <b>PhP80,000.00</b> <i>[Indicate the amount equivalent to two percent (2%) of ABC]</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than <b>PhP200,000.00</b> <i>[Indicate the amount equivalent to five percent (5%) of ABC]</i> if bid security is in Surety Bond.</li> </ul> |
| 19.3       | Not applicable.   |
| 20.2       | <b>Latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS)</b>  |
| 21.2       | <i>[List here any additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity.]</i>   |

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

### **Notes on the General Conditions of Contract**

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special 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 *and* 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**

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

## **6. Liability of the Supplier**

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

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

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

### **Notes on the Special Conditions of Contract**

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.



## Special Conditions of Contract

| GCC Clause |  |
|------------|--|
| 1          | <p><b>Delivery and Documents –</b></p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>“The delivery terms applicable to this Contract are delivered and installed in Quezon City. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is CAO Marc Alexis M. Arabe.</p> <p><b>Incidental Services –</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> <li>a. performance or supervision of on-site assembly and/or installation the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</li> <li>d. 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.</li> </ol> |

|     |  |
|-----|--|
|     | <p><b>Packaging –</b></p> <p>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.</p> <p>The outer packaging must be clearly marked as follows:<br/> Name of the Procuring Entity<br/> Name of the Supplier<br/> Contract Description</p> |
|     | <p><b>Intellectual Property Rights –</b></p>   |
|     | <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>   |
| 2.2 | <p><b>Partial payment is not allowed.</b></p>  |
| 4   | <p>The inspections and tests that will be conducted by the Inspection Committee.</p>   |

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

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

| <b>Item Number</b> | <b>Description</b>  | <b>Quantity</b> | <b>Total</b> | <b>Delivered, Weeks/Months</b>  |
|--------------------|---|-----------------|--------------|---|
| 1                  | Supply, Delivery, and Installation of Office Modular, Furnitures, and Fixtures in the East Wing of Office of the Government Corporate Counsel | 1 LOT           | 1 LOT        | Must be supplied, delivered, and installed within forty-five working days from the receipt of the Notice to Proceed, subject to extension not to exceed 30 June 2021. |

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

### **Notes for Preparing the Technical Specifications**

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying their Bids. In the context of Competitive Bidding, the specifications (*e.g.* production/delivery schedule, manpower requirements, and after-sales service/parts, descriptions of the lots or items) must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of transparency, equity, efficiency, fairness, and economy in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

#### **Sample Clause: Equivalency of Standards and Codes**

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words “*or at least equivalent.*” References to brand names cannot be used when the funding source is the GOP.

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.

## Technical Specifications

| Item | Specification   | Statement of Compliance   |
|------|---|---|
|      |   | <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> |
|      | Office Modular for 73 pax, please see attached detailed Technical Specifications in Annex “B” |   |
|      | Standalone Tables and Chairs for 73 pax described in detail in Annex “B”                      |   |
|      | 10 Library bookshelves. See Annex “B”   |   |
|      | 73 Steel Filing Cabinets. See Annex “B”   |   |

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

### **Notes on the Checklist of Technical and Financial Documents**

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary “pass/fail” criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

# Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE

### *Class “A” Documents*

#### Legal Documents

- ☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);  
**Or**
- ☐ (b) 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,  
**And**
- ☐ (c) 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;  
**And**
- ☐ (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

#### Technical 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; **and**
- ☐ (g) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;  
**or**  
Original copy of Notarized Bid Securing Declaration; **and**
- ☐ (h) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- ☐ (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);



**or**

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

***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.

**II. FINANCIAL COMPONENT ENVELOPE**

- ☐ (m) Original of duly signed and accomplished Financial Bid Form; **and**  
☐ (n) Original of duly signed and accomplished Price Schedule(s).

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

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

**OFFICE OF THE GOVERNMENT CORPORATE COUNSEL  
BIDS AND AWARDS COMMITTEE**

**GUIDELINES ON THE CONDUCT OF ONLINE PROCUREMENT  
ACTIVITIES THROUGH VIRTUAL MEETING, VIDEOCONFERENCING,  
WEBCASTING OR SIMILAR TECHNOLOGY**

In view of the declaration of state of calamity or community quarantine or similar restrictions due to the COVID-19 pandemic, the OGCC Bids and Awards Committee (OGCC-BAC) will be implementing/conducting online bidding or procurement activities through virtual meeting, videoconferencing, webcasting or similar technology. In this regard, the following are the guidelines for the conduct of the OGCC's online procurement activities.

**I. ADVERTISEMENT/POSTING OF INVITATION TO BID**

*For Prospective Bidders or Suppliers:*

1.1. For pending procurement activities, the BAC Secretariat will prepare a Bid Bulletin for approval of the BAC and for issuance to the suppliers to inform them of the following:

- a. Resumption of procurement activities through electronic means in accordance with GPPB Resolution No. 09-2020;
- b. The requirement of pre-registration via Zoom for those interested to join the OGCC procurement activities such as the pre-bid conference and the submission of bids.
- c. Other relevant details such as the manner and procedure for preregistration.

1.2. The BAC Secretariat shall post the Bid Bulletin on the: a) PhilGEPS Website; b) OGCC Website; and c) OGCC Bulletin board.

**II. NOTICES**

*For BAC members/Observers/End-users:*

2.1. The BAC Secretariat shall send notices to the BAC Members and End-user representative via the official e-mail of the BAC Secretariat: [TiMie.OGCC@gmail.com](mailto:TiMie.OGCC@gmail.com). The BAC Secretariat shall send Notice to Observers via the official e-mail of the BAC Secretariat at least five (5) calendar days before the date of the scheduled procurement activity. The absence of observers will not

nullify the BAC proceedings, provided that the observers have been duly invited in writing.<sup>3</sup>

### **III. PROCEDURE IN THE PRE-REGISTRATION OF SUPPLIERS**

3.1. Interested suppliers must register through **Google Forms**<sup>4</sup> at least three (3) calendar days before the date of the pre-bid conference by disclosing the following information:

- a) Name of the Company;
- b) E-mail address;
- c) Title of the procurement project;
- d) Name of owner/ representative;<sup>5</sup>
- e) PhilGEPs registered office/company address;
- f) Landline and mobile number/s;
- g) Authority to represent the company (special power of attorney [SPA] or secretary's certificate).<sup>6</sup>

3.2. Once registration is complete and properly filled out, the BAC Secretariat will send an acknowledgement of receipt and an invitation to join Zoom to the e-mail address provided by the prospective bidder indicating the date and time of the connection testing as well as the pre-bid conference proper. The pre-registration is required for the BAC Secretariat to monitor the persons allowed to enter in the video teleconference and for records purposes. The supplier's representative must send an email to the BAC Secretariat acknowledging the receipt of the invitation.

3.3. Only those suppliers duly registered shall be allowed to attend the pre-bid conference. Only one (1) authorized representative from the participating bidder, the one who filled out the pre-registration form, shall have access privilege in the videoconference proceedings to easily monitor and facilitate the conduct of the activity.

### **IV. PRE-BID CONFERENCE / PRE-ELIGIBILITY / PRELIMINARY MEETING PROPER**

4.1. The BAC, with the assistance of the BAC Secretariat, shall conduct the pre-procurement conference, pre-bid conference/pre-eligibility/preliminary meeting through video conferencing using the Zoom platform.

---

<sup>3</sup>Rules and Regulations Implementing the Government Procurement Reform Act, Republic Act No. 9184, Section 13.3, Rule V (2016).

<sup>4</sup>[https://docs.google.com/forms/d/e/1FAIpQLSd3\\_EuASN9kyKYBJFDeJ7ypSeFuID5PAAGEUrwDeCgGm9ugHg/viewform](https://docs.google.com/forms/d/e/1FAIpQLSd3_EuASN9kyKYBJFDeJ7ypSeFuID5PAAGEUrwDeCgGm9ugHg/viewform)

<sup>5</sup> The representative must submit a scanned copy of his/her company ID.

<sup>6</sup> The representative must submit a scanned copy of SPA or Secretary's Certificate.

4.2. The BAC Secretariat will conduct a Testing Connection to Zoom one (1) day before the scheduled date of pre-bid conference/pre-eligibility/preliminary meeting. The time of testing is 2:00 in the afternoon. All prospective bidders/suppliers are highly encouraged to conduct the testing of connection to the Zoom meeting and shall use the invitation link sent by the BAC Secretariat in accordance with Part III (3.2) hereof.

The prospective bidders/suppliers shall be solely responsible for their good internet connection. Any internet disruption, disconnection, and the like, of prospective bidders/suppliers during the pre-bid conference/pre-eligibility/preliminary meeting shall not interrupt the procurement proceedings.

4.3. The BAC Secretariat will be the sole administrator in Zoom and only the duly appointed person from the BAC Secretariat can allow the entry of the participants in the pre-bid conference/pre-eligibility/preliminary meeting and in the subsequent bidding activities. The video conference via Zoom will be recorded and minutes of the meeting will also be prepared.

4.4. Prospective bidders/suppliers are highly encouraged to download the bidding documents from the OGCC or PhilGEPS websites.

4.5. For the expedient conduct of the conference/meeting, the prospective bidders/suppliers shall be expected to have read and sufficiently understood the issued bidding documents and requirements prior to the scheduled conference/meeting. Prospective bidders/suppliers may send their questions or requests for clarification in advance at least three (3) days prior to the date of conference/meeting to the official e-mail of the BAC Secretariat: [TiMie.OGCC@gmail.com](mailto:TiMie.OGCC@gmail.com)

4.6. Representatives of the prospective bidders/suppliers shall be prepared to log-in and are advised to be on standby **at least fifteen (15) minutes** before the start of the conference/meeting to check if the connection to Zoom is successful. Failure of any prospective bidder/supplier to join on the set date and time shall be marked as late and shall constitute as a waiver to be present in the activities that were conducted in said bidder's/supplier's absence.

4.7. Representatives of the prospective bidders/suppliers must introduce themselves with video turned-on. Thereafter, their microphones will be muted.

4.8. There will be presentation of the documentary requirements and the terms of reference.

4.9. To maintain an orderly conduct of the conference, after all the presentations, responses to queries/requests for clarification will be done per prospective bidder/supplier. In case of follow-up queries, the same can be done

after all the prospective bidders/suppliers have been called and given the opportunity to raise their queries/requests for clarification. All prospective bidders/suppliers who will raise follow-up queries are required to click “raise hand” should they wish to ask questions. The prospective bidders’/suppliers’ representatives should state their name and company before asking a question.

4.10. Any question may be answered either through a Bid Bulletin or during the pre-bid conference, at the option of the BAC.

4.11. Written queries will be accepted until 10 calendar days before the deadline of the submission and receipt of bids. Those questions will be addressed through Bid Bulletin/s to be released at least 7 days before the deadline of the submission and receipt of bids.

4.12. Decisions of the BAC amending any provision of the Bidding Documents shall be issued in writing through a Supplemental/Bid Bulletin posted at least seven (7) calendar days before the bid opening and e-mailed to all suppliers who registered for the pre-bid conference/pre-eligibility/preliminary meeting.<sup>7</sup>

## **V. SUBMISSION OF BIDS**

5.1. Bidders shall submit their bids through their duly authorized representative using the forms specified in the Bidding Documents in two (2) separate sealed bid envelopes and through password-protected PDF files via the BAC Secretariat’s official e-mail address. Physical copies and electronic copies of their bids shall be submitted simultaneously. The bidder will send in a single e-mail two compressed folders (in .ZIP file format) which shall both be password-protected.

### **5.1.a FOR PHYSICAL SUBMISSION OF BIDS**

5.1.a.1 As a precautionary measure, participating bidders are strongly advised to wrap/enclose their respective bidding documents with plastic, preferably clear, to facilitate disinfection/sanitation and the quick evaluation of the proper sealing and marking of bid envelopes.

5.1.a.2 Upon submission of their bids, the bidders shall pay an amount of P5,000.00 corresponding to the cost of the bidding documents.

5.1.a.3 To comply with social distancing requirements, the OGCC Bid Box will be strategically placed in the OGCC Receiving Area at the MWSS Administration Building Lobby.

---

<sup>7</sup> Rules and Regulations Implementing the Government Procurement Reform Act, Section 22.4.

5.1.a.4 For inquiries on the submission and dropping of bids, the BAC Secretariat may be reached at 0928 706 3343.

#### 5.1.b FOR ONLINE SUBMISSION OF BIDS

5.1.b.1 One ZIP folder shall contain the scanned original copy of the Legal and Technical Requirements in a password-protected PDF file. Both ZIP folder and PDF file shall be assigned the file name “OGCC Bidding No. ITB2020-11-003; (Name of Bidder); Legal and Technical Documents”.

5.1.b.2 The second ZIP folder shall contain the scanned original copy of the Financial Requirements in a password-protected PDF file. Both ZIP folder and PDF file shall be assigned the file name “OGCC Bidding No. ITB2020-11-003; (Name of Bidder); Financial Documents”.

5.1.b.3 Each folder and file mentioned above shall have a unique password.

5.2. Upon receipt before the deadline of the bids and of the email containing the two (2) compressed folders, the BAC Secretariat shall send an acknowledgement receipt via the official BAC Secretariat e-mail and generate a Bid receipt page/document which can be saved or printed by the bidder, which will serve as proof of the official time of the receipt of the bid. Late bids shall not be accepted and shall no longer be included in the opening of bids.

5.3. The BAC Secretariat shall download the files in an OGCC-issued computer/laptop device in order to preserve the audit trail. The BAC Secretariat Head shall designate the official representative of the BAC Secretariat, who shall serve as administrator, and an alternate, and both shall be the only personnel allowed to access the said password-protected files for safekeeping and record purposes.

5.4. Should a bidder choose to modify the submitted bid, the following rules shall apply:

5.4.1. Bidders shall send another Bid equally secured, properly identified, and labelled as a “modification” of the one previously submitted. The time indicated in the latest Bid receipt page generated shall be the official time of submission. Bids submitted after the deadline shall not be accepted.<sup>8</sup>

---

<sup>8</sup> GPPB Resolution 09-2020.

5.4.2. Where a bidder modifies its Bid, it shall not be allowed to retrieve its original Bid, but shall only be allowed to send another Bid equally secured and properly identified.

5.4.3. In case of modification of bids, the bidder shall use the following file names for the folders and files:

- A. “OGCC Bidding No ITB2020-11-003; (Name of Bidder); Legal and Technical Documents – Modification”
- B. “OGCC Bidding No. ITB2020-11-003; (Name of Bidder); Financial Documents – Modification”

5.4.4. The BAC Secretariat shall record the last document submitted by the prospective bidder as the official document for the opening of bids, provided it is submitted on or before the deadline.

5.5 The schedule of the submission of bidding documents shall be on the date and the time indicated in the Invitation to Bid or Bid Bulletins issued.

## **VI. BID OPENING PROCESS**

6.1. The BAC, with the assistance of the BAC Secretariat and Technical Working Group (“TWG”), shall conduct the bid opening through video conferencing using the Zoom platform. Bidders are encouraged to attend the bid opening online.

### *Preliminaries*

6.2. The BAC Secretariat will conduct a Testing Connection to Zoom one (1) day before the scheduled date of the bid opening. The time of testing is 2:00 in the afternoon. All participating bidders are highly encouraged to conduct the testing of connection to the Zoom meeting and shall use the invitation link sent by the BAC Secretariat in accordance with Part III (3.2) hereof.

The bidders shall be solely responsible for their good internet connection. Any internet disruption, disconnection, and the like, of bidders during the bid opening shall not interrupt the procurement proceedings.

6.3. The BAC Secretariat will be the sole administrator in Zoom and only the appointed person from the BAC Secretariat can allow the entry of the participants in the bid opening. The video conference via Zoom will be recorded and minutes of the meeting will be prepared accordingly.

6.4. Representatives of the participating bidders shall be prepared to log-in and are advised to be on standby **at least fifteen (15) minutes** before the start of the bid opening to check if the connection to Zoom is successful. Failure

of any prospective bidder to join on the set date and time shall be marked as late and shall constitute as a waiver to be present in the activities that were conducted in said prospective bidder's absence.

6.5. Representatives of the participating bidders must introduce themselves with video turned-on. Thereafter, their microphones will be muted.

#### *Opening of Bids*

6.6. The passwords for the folders and the files shall be disclosed by the bidders only during the bid opening.

6.7. For bidders who are present, the BAC Secretariat will ask the bidder in the private chat box of the Zoom video conferencing room for the corresponding password during the bid opening itself. When prompted, the official representative of the bidder shall respond promptly in the same chat box with the passwords.

6.8. If a bidder is unable to attend the bid opening and his/her/its bid is about to be opened, the BAC Secretariat will ask the official representative of the bidder for the passwords via text message, and the official representative of the bidder shall respond promptly with the password. Bidders are given a minimum of five (5) minutes to respond with the password. If the bidder does not respond with the password within five (5) minutes from prompting, the BAC shall move on to the next bid, if any. If there are no other bids to be considered, the BAC Secretariat shall ask again via text message for the password and the BAC shall give the bidder at least another five (5) minutes to respond. If the bidder does not respond within the allotted time, his/her/its bid will longer be considered.

6.9. The bidder shall first disclose the password for the first password-protected compressed folder containing the eligibility documents and the BAC Secretariat shall extract the eligibility documents therein. The BAC Secretariat shall upload the said extracted file to Google Drive and share by e-mail an online link to such file to all BAC, BAC Secretariat and TWG Members. After sharing such link, the BAC Secretariat will ask the bidder for the password to the eligibility documents in the same procedure described above.

6.10. If the bidder is considered passed on the eligibility requirements, together with other bidders who are considered passed on their eligibility requirements, the second password-protected compressed folder containing the bidder's or bidders' financial documents and the files contained therein shall be opened and shared in the same procedure as described above. In no case shall a bidder disclose the passwords for his/her/its financial folder and files prior to being declared eligible based on the evaluation of his/her/its eligibility documents.



6.11. The bidders are given only three attempts to disclose their password for each compressed folder and for each PDF file to open the documents. Should the bidder fail to provide the correct password after the third attempt, their bid will no longer be considered. The BAC Secretariat shall take and print a screenshot of such inquiries and responses to form part of the records and all incidents should be recorded in the minutes.

## **VII. BID EVALUATION**

7.1. Only eligible bids shall be evaluated.

7.2. In consideration of the limited access to financial institutions, regulatory and other offices, as well as the implementation of government restrictions on transport and travel, the following alternate documentary requirements shall be acceptable for procurement activities:

- a. Unnotarized Bid Securing Declaration;
- b. Expired Business or Mayor's Permit with Official Receipt of renewal application, subject to submission of Business or Mayor's Permit after award of contract but before payment;
- c. Unnotarized Omnibus Sworn Statement subject to compliance therewith after award of contract but before payment; and
- d. Performance Securing Declaration (PSD) in lieu of a performance security to guarantee the winning bidder's faithful performance of obligations under the contract, subject to the following:
  - i. Similar to the PSD used in Framework Agreement, such declaration shall state, among others, that the winning bidder shall be blacklisted from being qualified to participate in any government procurement activity for one (1) year, in case of first offense or two (2) years, if with prior similar offense, in the event it violates any of the conditions stated in the contract. A copy of the PSD form is attached hereto as Annex "F";
  - ii. An unnotarized PSD may be accepted, subject to submission of a notarized PSD before payment, unless the same is replaced with a performance security in the prescribed form, as stated below; and
  - iii. The end-user may require the winning bidder to replace the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 Revised IRR

of RA No. 9184 upon lifting of the State of Calamity, or community quarantine or similar restrictions, as the case may be.

7.3. The BAC shall determine or validate the existence of the State of Calamity, or implementation of community quarantine or similar restrictions and may require the submission of documentary proof for this purpose.

7.4. The BAC Secretariat shall record the proceedings and prepare the minutes of the meeting in the conduct of the opening and evaluation of bids.

## **VIII. POST-QUALIFICATION**

8.1. The TWG shall conduct post-qualification based on the documents submitted by the bidders. Only those with complete and sufficient requirements shall be considered for purposes of awarding the contract.

8.2. The TWG may, as it deems necessary, require the manual submission of the documents submitted by the bidders for proper identification and evaluation.

## TERMS OF REFERENCE

### I. PROJECT TITLE

Supply, Delivery, and Installation of Office Modular and Fixture in the East Wing of the Office of the Government Corporate Counsel (OGCC).

### II. ITEMS AND APPROVED BUDGET FOR THE CONTRACT (ABC)

| ITEMS   | Quantity | ABC          |
|---|----------|--------------|
| Office Modular and Fixtures for the East Wing of the OGCC | 1 Lot    | 4,000,000.00 |
| Total ABC   |          | 4,000,000.00 |

***NOTE: The financial bid of the bidders shall be inclusive of the 12% Value Added Tax. The VAT and other applicable taxes should be clearly and separately indicated and/or itemized in the bidder's financial proposal.***

### III. TECHNICAL SPECIFICATIONS

- 1) **Location:** East Wing of OGCC, 3<sup>rd</sup> Floor MWSS Administration Building (occupied by Government Corporate Attorneys (GCAs) and Secretaries of TEAMS 1, 3, 4, 6, 7 and 8, including the Library)
- 2) **Quantity:** Total of 73 PAX
  - Team 1:** 8 GCAs + 3 Secretaries = 11 pax
  - Team 3:** 8 GCAs + 3 Secretaries = 11 pax
  - Team 4:** 8 GCAs + 3 Secretaries = 11 pax
  - Team 6:** 9 GCAs + 3 Secretaries = 12 pax
  - Team 7:** 9 GCAs + 3 Secretaries = 12 pax
  - Team 8:** 9 GCAs + 3 Secretaries = 12 pax
  - Team 9:** 1 Secretary = 1 pax
  - Library:** 1 Head Librarian + 2 Staffs = 3 pax
- 3) **Office Modular Partition:**
  - a. **Material:** Full Fabric Partition

- b. **Color: Two Toned (50%-50%)** - Light Blue (upper part) and Royal Blue (lower part). Please see image below for reference:



- c. **Partition Thickness:** Minimum of 4.5cm Thick Partition with aluminium cappings.

- d. **Acoustical Panel Thickness:** Minimum of 4.5cm, equipped with aluminium raceway with cover at baseboard where wires and electrical outlets can be easily, safely and conveniently installed.

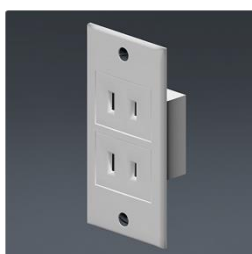
e. **Workstation accessories:**

- i. **Mobile Pedestal Steel Drawers** for GCAs, Secretaries, Librarian and Library Staffs with the following minimum specifications:

- Quantity: 73
- With 3 drawers
- With locking mechanism
- With 1 pen tray
- With 1 file divider
- With 4 castors
- Color: White
- Dimensions: 40 (w) x 65 (h) 56 (d) x cm

- ii. **Two (2) heavy duty duplex convenient outlet** (for each partition) mounted at the base of the panel and with electrical line connection to the main power source with the following minimum specifications:

- Type A. See sample image below for reference.



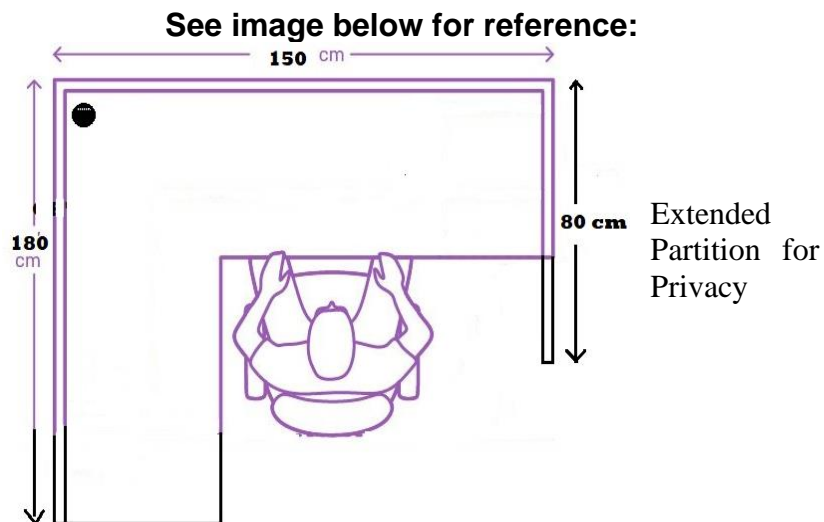
- Standard voltage: 220V
- Standard frequency: 60Hz

**f. Dimensions of modular partition with separate workstation tables for Government Corporate Attorneys = 51 pax:**

- (H)150 cm x (W) 150 cm x (L) 180 cm
- Modular Partition** with extended walls for privacy: (H) 150 x (L) 80 cm
- Standalone tables:**

**Table Top:** (W) 140 cm x (D) 70cm x (H) 74cm or nearest dimension to fit the area

**Side Table with two layer shelves:** (W) 120 cm x (D) 44cm x (H) 69cm or nearest dimension to fit the area



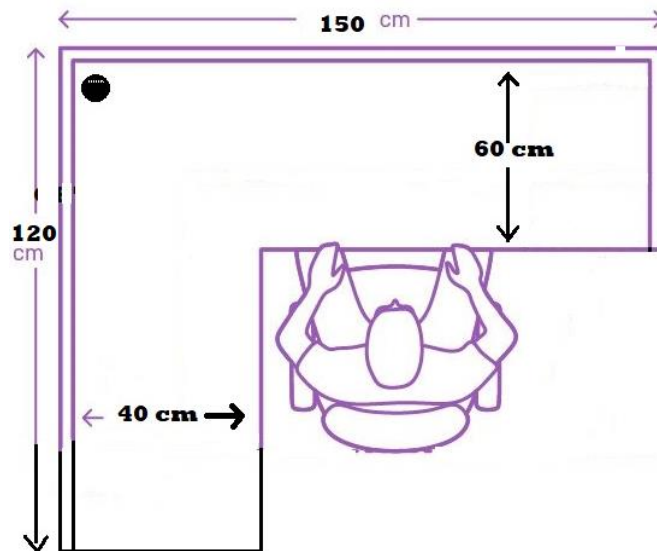
**g. Dimensions of modular partition with separate workstation tables for Secretaries and Head of Library and Staffs = 22 pax:**

- (H)90cm x (W) 150 cm x (L) 120cm
- Standalone tables:**

**Tabletop:** (W) 140 cm x (D) 60cm x (H) 74cm or nearest dimension to fit the area

**Side Table:** (W) 120 cm x (D) 40cm x (H) 74 cm or nearest dimension to fit the area

**See image below for reference.**



#### 4) **Office Chairs** (minimum specifications)

##### a. **For GCAs and Librarian Head:**

Color: Black

Type: High Back Chair

Material: Leather finish

Dimensions: 60 cm (L) x 48 cm (D) x 110 cm (H)

Others: With arm rest (not plastic), Chrome Starbase with casters, tilt lock and height adjustable features

Quantity: 52

See image below for reference:



**b. For Secretaries and library staffs:**

Color: All Black

Type: Midback Chair

Material: Nylon Finish

Others: With arm rest (not plastic), Chrome starbase with casters, simple tilt lock mechanism

Dimensions (minimum): 22" (L) x 20" (W) x 40" (H)

Quantity: 21

See image below for reference:



**5) Library bookshelves:**

a. Quantity: 10

b. Material: Durable, Marine Plywood, Laminated wood backing, treated against wood termites

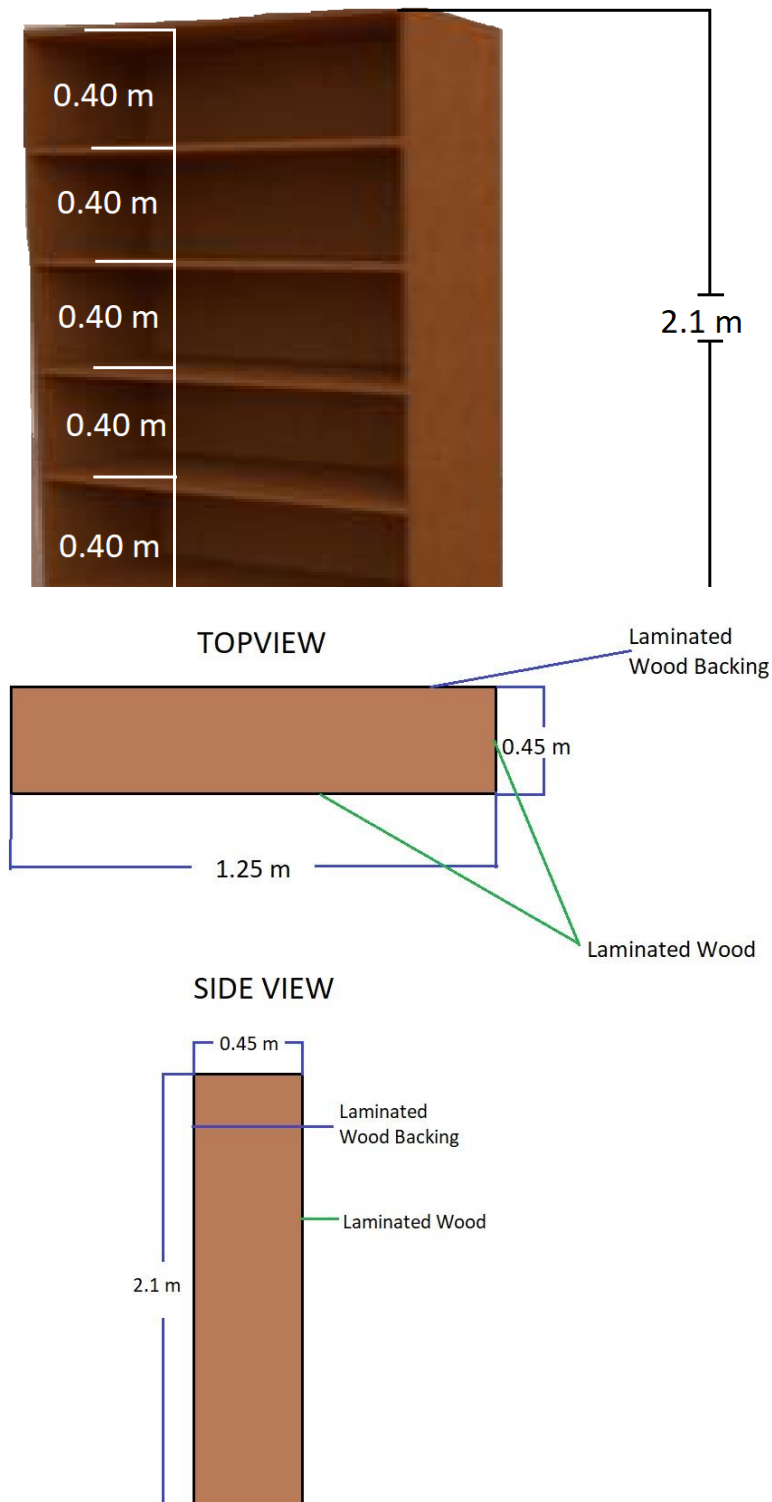
c. Purpose: For library books (whether soft or hard bound)

d. Color: Brown

e. Layers: Five

f. See images below with specifications for reference:





## 6) Steel Filing Cabinets

- Minimum Specifications:
- Quantity: 73
- Minimum Dimensions: 52 inches (Height) x 15 inches (Width) x 18 inches (Depth)
- Material: All metal body (Gauge 24)



- e. Number of Drawers: four (4)
- f. Color: Gray or Black
- g. Lateral/Vertical: Vertical
- h. Others:
  - With durable handle (not plastic)
  - With label holder on each layer
  - Steel ball bearing suspension
  - With dividers
  - With centralized lock with duplicate keys
  - With warranty against rust and corrosion
  - Ready to use. No need to assemble.

7) **General Work Requirements:** The works to be performed shall include the following:

- a. The layout of the modular work stations with specifications will be provided by the OGCC upon posting of the requirements in PhilGEPS. From posting period and prior to the submission of bids/quotations, the bidders **must conduct actual inspection of the area.**

**For reference, Please see OGCC Eastwing layout attached as Annex "A-1" hereof.**

- b. Assessment of the area (East Wing of the OGCC Building) shall be based on the layout of modular work stations with specifications indicated herein.
- c. Inspection of existing electrical wiring connections and provision of 2 heavy duty electrical outlet per modular partition.
- d. The winning bidder shall be required to present swatches for color and design pattern based on 3 (b) hereof from which the OGCC shall identify its preference.
- e. Should the winning bidder incur damages in the work area during the implementation of the project, the same shall be repaired/replaced by the winning bidder without any additional charge, otherwise, the amount equivalent to the repair/replacement of the same shall be deducted from the payment due to the winning bidder.

#### **IV. REQUIREMENTS FOR BIDDERS**

- a. Bidders must comply and submit the eligibility documents, financial documents and related documents listed in the Philippine Bidding Documents.
- b. Bidders must be registered with PhilGEPS as Platinum Member.

## V. SCOPE OF WORK

- a. This project shall cover the following:
- i. Health Protocols: In view of the Covid-19 crisis, the Health Protocols imposed by the Government and the OGCC shall be strictly observed by the winning bidder. For this purpose, the winning bidder and its representatives must wear protective personal equipment at all times in attending the procurement activities, conducting ocular inspection, supply and delivery, installation and dismantling of existing partitions in the office premises. Personal information such as complete name, address, contact number and history of medical condition (during the last 30 days from actual engagement in the office) must be honestly disclosed by the winning bidder and its representatives in the OGCC health declaration form for purposes of contact tracing.
  - ii. Labor: Transportation, field allowance, and incidental expenses of personnel in charge of installation.
  - iii. Materials: such as cutting tools, hammer, nails, electrical wirings, electrical sockets and other incidental materials.
  - iv. On-site Inspection: The winning bidder shall be responsible for coordinating and conducting an on-site inspection of the identified installation site(s) and electrical wiring connection. In view of the General Community Quarantine imposed in the National Capital Region and the health protocols being observed in the OGCC, the on-site inspection shall be on a schedule basis. For this purpose, the supplier must submit request for inspection from the Supply and Property Section at contact number (02 76172991 / 09178744417).
  - v. Installation Period: To prevent interruption and distraction of work, the Office Modular Partition shall be installed in the East Wing Portion of the OGCC (3<sup>rd</sup> flr, MWSS Admin Building) within FORTY-FIVE DAYS from receipt of the Notice Proceed from 8am to 5pm, **unless a request for extension is submitted by the winning bidder with no additional cost on the part of OGCC.** Extension shall not go beyond 30 June 2021. Actual dates for installation period will be determined in the Notice to Proceed.
  - vi. Dismantling of partitions: The winning bidder shall be responsible for the dismantling of existing partitions, hauling of debris, and installation of necessary hardware.
  - vii. Electrical wiring: The winning bidder shall be responsible for the installation of electrical wiring and provision of 2 heavy duty - TYPE A - electrical outlets in the modular partition which includes labor and materials.

- viii. Supply and Delivery of Office Chairs, Tables, mobile pedestal drawers, bookshelves and other requirements listed herein in the OGCC.
- b. The winning bidder/supplier shall deliver, install and undertake the scope of work at the given office address below:

**Property and Supply Office**

**OFFICE OF THE GOVERNMENT CORPORATE COUNSEL**

3<sup>rd</sup> Flr MWSS Administration Building, Katipunan Ave., Balara,  
Quezon City

- c. The winning bidder/supplier shall deliver the items within 45 calendar days from receipt of the Notice to Proceed.
- d. The items shall be inspected by the supply officer upon delivery.
- e. The winning bidder/supplier shall replace all items with apparent defects and damage within seven (7) days from the date of discovery by the supply officer during the actual inspection.
- f. In case of non-apparent defect or damage on the items, the supply officer shall promptly report this matter to the supplier within three (3) days from the date of discovery thereof.

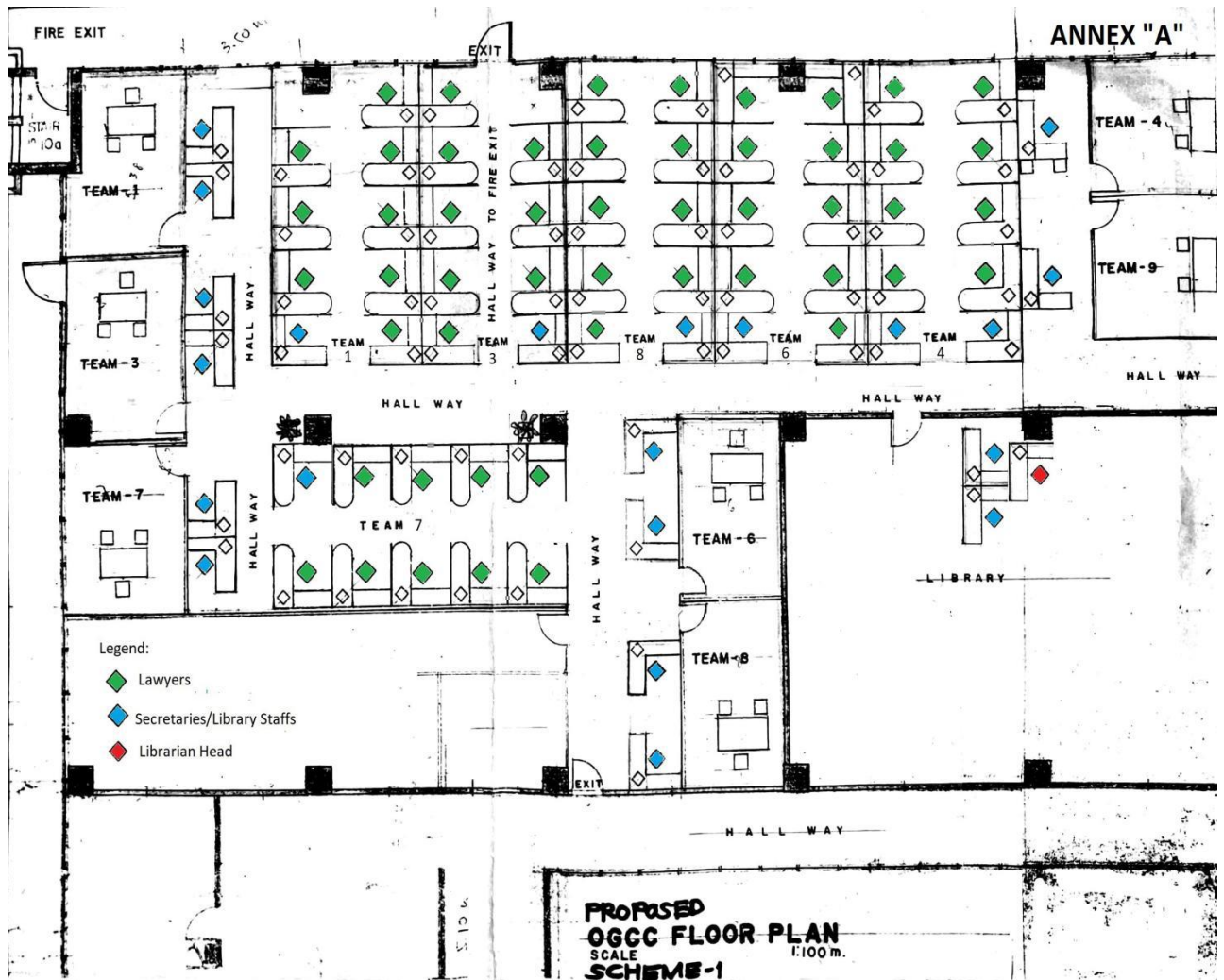
## **VI. TERMS OF PAYMENT**

- a. Advance payment is not allowed.
- b. The OGCC shall pay the Service Contractor within **60** working days upon receipt of the original signed Statement of Account, or billing statement, supported by an Inspection and Acceptance Report (IAR), Certificate of Completion and/or Certificate of Satisfactory Service Rendered to be issued by the end-user, and upon completion of all the deliverables/documentary requirements.

## **VII. WARRANTY**

- a. The winning bidder shall issue a Certificate for a three (3) years warranty on all items and work slippage/replacement of parts which are found to be manufacturer's defect.

"ANNEX A-1"



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

---

**BID FORM**

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

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

**To: AGCC Dominador Isidoro, Jr.**

*BAC Chairperson*

Office of the Government Corporate Counsel

3<sup>rd</sup> Floor, MWSS Building, Katipunan Ave., QC

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<br>Currency, | 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: \_\_\_\_\_

**Bid Securing Declaration Form***[shall be submitted with the Bid if bidder ops to provide this form of bid security]*

REPUBLIC OF THE PHILIPPINES)

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

**BID SECURING DECLARATION****Project Identification No.:** \_\_\_\_\_**To: AGCC Dominador Isidoro, Jr.***BAC Chairperson*

Office of the Government Corporate Counsel

3<sup>rd</sup> Floor, MWSS Building, Katipunan Ave., QC

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]

ANNEX “D”

**Contract Agreement Form for the Procurement of Goods (Revised)**  
*[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days  
after receiving the Notice of Award]*

---

**CONTRACT AGREEMENT**

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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



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

IN WITNESS whereof the parties 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 signatory's legal capacity]  
 For:  
 [insert Procuring Entity]

[insert name and signature]  
 [insert signatory's legal capacity]  
 For:  
 [Insert Name of Supplier]

#### **Acknowledgment**

*[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.

\_\_\_\_\_  
Bidder's Representative/Authorized Signatory

**[Jurat]**

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

### **Performance Securing Declaration (Revised)**

*[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]*

---

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

### **PERFORMANCE SECURING DECLARATION**

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years for the second offense, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
  - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
    - i. Procuring Entity has no claims filed against the contract awardee;
    - ii. It has no claims for labor and materials filed against the contractor; and
    - iii. Other terms of the contract; or
  - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user. IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this \_\_\_\_ day of [month] [year] at [place of execution].

**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 “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<br>Of<br>Origin | Quantity | Unit<br>Price<br>EXW<br>per item | Transportation<br>And all other<br>costs incidental<br>to delivery, per<br>item | Sales and other<br>taxes payable if<br>Contract is deemed<br>awarded per item | Cost of<br>incidental<br>services, if<br>applicable per<br>item | Total<br>price per<br>unit (col<br>5+6+7+8) | Total Price<br>delivered<br>Final<br>Destination<br>(col 9) x<br>(col 4) |
|      |             |                         |          |                                  |   |   |   |   |  |

