

BIDS AND AWARDS COMMITTEE

Invitation to Bid for the Group Life Term Insurance (GLTI) for PICC Employees

1. The Philippine International Convention Center (PICC), through the Approved Budget for CY 2021, intends to apply the sum of FIVE HUNRED TWENTY-ONE THOUSAND PESOS (Php521,000.00) VAT Inclusive, being the Approved Budget for the Contract (ABC) to payments under the contract for the GROUP LIFE TERM INSURANCE (GLTI) FOR PICC EMPLOYEES.

Bids received in excess of the sub-ABC for each lot shall be automatically rejected at bid opening.

- 2. The *PICC* now invites bids for the abovementioned requirement. Bidders should have completed, within three (3) years from the date of submission and receipt of bids, a contract similar to the abovementioned requirement. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
- 3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
- 4. Prospective Bidders may obtain further information from the *PICC-BAC* and inspect the Bidding Documents at the address given below during office hours.
- 5. A complete set of Bidding Documents may be acquired by Prospective Bidders on March 8, 2021 from the given address and website(s) below and upon payment of a non-refundable fee in the amounts of Eight Hundred Pesos (Php800.00)
 - The PICC shall allow the bidder to present its proof of payment for the fees by furnishing the PICC-BAC a copy of the Official Receipt.
- 6. The *PICC-BAC* will hold a Pre-Bid Conference on March 16, 2021 at 10:00 a.m. *Meeting Room 10 (MR-10), 3RD Floor Delegation Building, PICC* and/or through videoconferencing/webcasting *via Zoom,* which shall be open to prospective bidders.
- 7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before March 30, 2021 at 9:30 a.m.. 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 March 30 2021, at 10:00 a.m. at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
- 10. The *PICC* 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.
- 11. For further information, please refer to:

BIDS AND AWARDS COMMITTEE (BAC)
PHILIPPINE INTERNATIONAL CONVENTION CENTER
PICC Complex, Pasay City 1307
87894759 and 87894760
Telefax No. 87894761
Email: procurement@picc.gov.ph

12. You may visit the following websites:

For downloading of Bidding Documents: www.picc.gov.ph

[Date of Issue]

MELPIN A. GONZAGA
Chairman

PHILIPPINE INTERNATIONAL **CONVENTION CENTER**



PROJECT TITLE : GROUP LIFE TERM INSURANCE (GLTI) FOR

PICC EMPLOYEES

ABC

: **₱521,00.00**

Reference/s : PICC APP2021 - 56

ITB-2021 March 3, 2021

Section I. Invitation to Bid

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *Philippine International Convention Center* wishes to receive Bids for the *Group Life Term Insurance (GLIT) for PICC Employees* with identification numbers *PICC APP2021-56*.

2. Funding Information

- 2.1. The GOP through the source of funding as indicated below for 2021 in the total amount of PhP521,000.00.
- 2.2. The source of funding is:
 - a. GOCC and GFIs, the Corporate Operating Budget.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.

- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
 - a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.
- 7.2. [If Procuring Entity has determined that subcontracting is allowed during the bidding, state:] The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in ITB Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
- 7.3. [If subcontracting is allowed during the contract implementation stage, state:] The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in ITB Clause 5 to the implementing or end-user unit.
- 7.4. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

8. Pre-Bid Conference

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

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in Section VIII (Checklist of Technical and Financial Documents).
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within the last 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, exwarehouse, 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:
 - a. Philippine Pesos.

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration¹ 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 one hundred twenty (120) calendar days from the date of 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.

18. Domestic Preference

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¹ 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.

18.1. 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. 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**.

III. Bid Data Sheet

Bid Data Sheet

	Dia Data Sheet
ITB	
Clause	
5	 a. Duly licensed Filipino citizens/sole proprietorships; b. Partnerships duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines; c. Corporations duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the of the outstanding capital stock belongs to citizens of the Philippines; and d. Cooperatives duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines
5.3	For this purpose, similar contract shall refer to Group Life Term Insurance The Bidder must have completed within the last three (3) years a single contract that is similar to this requirement, the amount of which shall be at least fifty percent (50%) of the ABC.
7.1	Sub-contracting is not allowed
12	Not applicable
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: a. The amount of not less than ₱10,420.00, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than ₱26,050.00 if bid security is in Surety Bond
15	Sealing and Marking of Bids Each Bidder shall submit the original and one (1) copy of the first and second components of its Bid.
16.1	The address for submission of bids is: PICC-Bids and Awards Committee (BAC) Secretariat Ground floor, Delegation Building PICC Complex, 1307 Pasay City The deadline for submission of bids is, 2021 at:30 a.m.

17.1	The place of bid
	BAC CONFERENCE ROOM MR10, 3 rd Floor, Delegation Building PICC Complex, 1307 Pasay City
	The date and time of bid opening is, 2021 at:00 a.m.
	In case the Bids cannot be opened as scheduled due to justifiable reasons, the BAC shall take custody of the Bids submitted and the opening of Bids shall be at 2:00 p.m. of the next working day.
19.3	Total ABC is FIVE HUNDRED TWENTY-ONE THOUSAND PESOS (PhP521,000.00), VAT Inclusive.
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 LCB, the Bidder shall submit the following documentary requirements: a. Certified Photocopy of the CY 2019 Income and Business Tax Returns filed and paid through the BIR Electronic Filing and Payment System (eFPS); b. Sections III and V of the bid documents, signed on each and every page by the bidder's authorized representative; c. Company Profile with sketch of office location; d. Certificate of Satisfactory Completion & Acceptance of previous PICC projects undertaken within the last three (3) years, if any.
21.2	No additional requirement
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Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

3. Performance Security

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

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project {[Include if Framework Agreement will be used:] or Framework Agreement} 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

Special Conditions of Contract

GCC Clause		
1	The Procuring Entity is <i>The</i> Philippine (PICC)	e International Convention Center
2.2	Payment	
	price shall be paid by PICC to following conditions: 1.Submission of the signed between PICC Management attachments to the Contract; 2. Photocopy of Performance	nent employee/s within the contract in shall be on a pro-rated amount. Philippine pesos. The annual contract the GLTI Contractor subject to the diduly notarized Contract executed and the Contractor together with the Security posted by Contractor
3	3. Contractor's Billing Statem Performance Security	ent.
	Within ten (10) calendar days from receivase later than the signing of the contract shall furnish the performance security in	by both parties, the successful Bidde any of the following forms: Amount of Performance Security
	Form of Performance Security	(Equal to Percentage of the Total Contract Price)
	Cash or Cashier's/Manager's Check issued by a Universal or Commercial Bank.	Five percent (5%)
	Bank draft/guarantee issued by a Universal or Commercial Bank	Five percent (5%)
	Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Thirty percent (30%)
6	The period for correction of defects in the days upon receipt of notice from PICC pr	

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.

Item

Position

Date

Description

Number	Delivered, Weeks/Months
· I	One (1) Year Contract of Group Life Term Insurance (GLTI) to PICC Employees for the Period, 2021 to, 2022.
——————————————————————————————————————	commit to comply and deliver all the above requirements in accordance above stated schedule.
Name o	of Company / Bidder
,	re over printed Name of Authorized Representative

Section VII. Technical Specifications

Technical Specifications

Item	Specification	Statement of Compliance
PROJE	CT: ONE (1) YEAR CONTRACT FOR GROUP LIFE TERM INSURANCE (GLTI) OF PICC EMPLOYEES	•
SPECI	FICATIONS:	
• Co	verage for:	
· Ac Ac · To	e Insurance (LIFE) - P1-Million per employee cidental Death, Dismemberment & Disability or Personal ccident (ADD&D) - P1-Million per employee stal & Permanent Disability Income - P1-Million per employee (TPDI) crial Assistance/Benefit (BURIAL) - P200,000.00 per employee	
• Ac	ditional benefits/coverage as may be offered by the contractor.	
SCOPE	OF SERVICES:	
	1) One (1) year contract of GLTI for PICC employees and dependents	
	2) Program shall include two (2) permanent employees over 65 years old. Annual premiums for these 2 employees may differ from the uniform premium quoted for employees 65 years old and below.	
	With option to enroll employee's qualified dependents such as spouse &/or parents (18 to 65 years of age) on voluntary basis with the same benefit package, subject to the underwriting / approval of the insurance company.	
	CTATEMENT OF COMPLIANCE	L

STATEMENT OF COMPLIANCE

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.

Note:

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.

Section VIII. Checklist of Technical and Financial Documents

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Date: _	·
Project Identification No.:	

To: [name and address of Procuring Entity]

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to Group Life Term Insurance (GLTI) for PICC Employees sum of:

	Description/Benefits	Annual Premium per Employee	Number of Employees	Total Annual Premium
For 65	LIFE		106	
years old and below	ADD & D		106	•
	TPDI		106	٠.
	BURIAL		106	
	LIFE		1 '	
For 73	ADD & D		1	1
years old	TPDI		1	
	BURIAL		1	
	LIFE		1	
For 77 years	ADD & D		1 .	
old	TPDI	•	1	
	BURIAL		1	

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 (see attached),

If our Bid is accepted, we undertake:

- a. to deliver the services in accordance with the 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.

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:	•	٠.
Duly authorized to sign the Bid for	or and behalf of:	
Date:	·	•

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Leg	al Do	<u>cuments</u>
	(a)	Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
	(b)	or Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent
	(c)	document, and Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
	(d)	and Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).
Tec	hnica	l 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
	(f)	similar or not similar in nature and complexity to the contract to be bid; <u>and</u> Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections
	(g)	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; <u>and</u> Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
	(h)	or Original copy of Notarized Bid Securing Declaration; and Conformity with the Technical Specifications, which may include
_	(11)	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
Ei.	anaiai	to its officer to sign the OSS and do acts to represent the Bidder. **Documents**
$\frac{\Gamma ln}{\Box}$	(j)	The Supplier's audited financial statements, showing, among others, the
Ш	0)	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);
		VI

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

Class "B" Documents

If applicable, a duly signed joint venture agreement (JVA) in case the joint

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

<u>or</u>

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
П	(n)	Original of duly signed and accomplished Price Schedule(s)

TARKAN YANK SERIAT KANINA LI METER TO THE SERIAT KANIN SE			Anny suntre mary in A so and the statistical Adelantides and and and and a son					Date:
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The contract that do that the model to many the money contract to make a contract to the contr			TO COMPANY OF THE PROPERTY OF			(Printed Name & Signature)	To the state of the second	para i mandan madan madada ladada handa banda banda banda nanda manda manda manda manda manda manda manda mand
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	Actual	Planned		%	Description			
Portion			c. Date Completion				c. Telephone Nos.	Project Cost
Value of Outstanding Works / Undelivered	of ishment	% of Accomplishment	a. Date Awarded b. Date Started		Bidder's Role	Nature of Work	a. Owner's Name	Name of Project /
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	# 1		,					Business Address:
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et un esta de la cercia esta e mare el 1800 esta massión desta estad accidentada esta estado estad estado esta E	o commence of a control of a control of	Action of the second of the se			AND THE CONTRACT OF THE CONTRA	er inderen ann einem naver indere klein das et maketab auch et tradiscaptible darde, armiek alleta est fall be	e en	Revised on: July 28, 2004
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ANNEX "A"					And the second s			

		A STREET AND STREET STREET STREET STREET			ANNEX "B"
		SING	SINGLE LARGEST COMPLETED CONTR	D CONTRACT	41 - 104 - 104 4 - 104
a chiver a dista material chia chi serita da di deserita nava biscopi da da a di si boli da chia chia perita da	A COMMENT AND	WHIC	WHICH IS SIMILAR TO THE CONTRACT TO BE BID	RACT TO BE BID	о денення с сенення денення в денення с сенен денення денення денення денення денення денення денення денення д
Business Name:	The state of the s		осу, се су, тум им ден ден ден ден су осущения се се ден ден су осущения и се осущения осущения осущения осуще	de qui sur de mai me a mangime sobre volle, con orde, con orde de le en mai sele de de mai de mode de desen ad	ости, частом в повы с вывод с повы оставления выводы вы повы выставля с повы вы ставля повы выбоды выбоды вы с
Business Address:				A STATE OF THE STA	
	a. Owner' Name			a. Amount of Award	a. Date Awarded
Name of Contract	b. Address c. Telephone Nos.		Nature of Item/Service	b. Amount at Completion c. Duration	b. Contract Effectivity c. Date Completed
		•	••		
		-			
Note: This statement shall be supported with:	Il be supported with:				
1. Contract				The second community and commu	
2. Certificate (of Completion and Acce	ptance c	2. Certificate of Completion and Acceptance or Official Receipt/s or Sales Invoice issue	voice issued for the contract	The application of the state of
A LIA A LACURE LIVEL DE L'ACTURE L'ALL MOVERNA DE VOLANCE SELLA COMPANIA L'ANNO L'ANNO L'ANNO L'ANNO L'ANNO L	s V. C. A. C. of made a core of the Wilder of A construent A core (A may that a pure a two companions reactions more).	THE AMERICA AND THE PERSONS AS A SECURITY	companie de vouve dans exter externade ontre eque este en externa na externa a metrometro de mande destrota de sentence de la contre de		MERCADA) PROMERCIA INDICA COMENTA CONTRACTOR
Vote: The Single Largest (Completed Contract shal	l be com	Note: The Single Largest Completed Contract shall be completed within the last three (3) years from	years from the date of submissi	the date of submission and receipt of bids,
that is similar to th	ne contract to be bid, the	amount	that is similar to the contract to be bid, the amount of which shall be at least fifty percent (50%) of the ABC	percent (50%) of the ABC.	
Submitted by:		\$10.00	A CONTRACT TO A		
		rinted Nan	(Printed Name & Signature)	e de la companya de l	d descriptions and to several sources consumers to supplement by supplementables to set to several description
Designation:				Committee the committee of the committee	ed for the control of
Date:					

Name of the Project: Supply and Delivery of Various Computer and Printer Peripherals, IT Tools and Peripherals and Laptops

FINANCIAL DOCUMENTS FOR ELIGIBILITY CHECK

A.	. Summary of the Applicant Supplier's/Distributor's/Manufacturer's assets and liabilities on the basis	of t	he
	attached Income Tax Return and Audited Financial Statement, stamped "RECEIVED" by the Bureau of I	nterr	ıal
	Revenue or BIR authorized collecting agent, for the immediately preceding year and a certified c	юру	of
	Schedule of Fixed Assets particularly the list of construction equipment.		

		Year 20
1.	Total Assets	
2.	Current Assets	
3.	Total Liabilities	
4.	Current Liabilities	
5.	Net Worth (1-3)	
6.	Net Working Capital (2-4)	
7	Value of all outstanding or uncompleted portions of the project under ongoing contracts, including awarded contracts yet to be started coinciding with contract to be bid.	

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

NFCC = [(Current assets minus current liabilities of the project under ongoing contracts, including to be bid.				
NFCC = P				
The values of the bidder's current assets and cu		•		
or			•	
A committed Line of Credit, in an amount to a Commercial Bank.	at least ten percent	(10%) of the ABC	C, issued by a	Universal of
Submitted by:	٠.	· .	•	
Name of Supplier / Distributor / Manufacturer		•	, , , , , , , , , , , , , , , , , , ,	
Signature of Authorized Representative				

Note

1. If Partnership or Joint Venture, each Partner or Member Firm of Joint Venture shall submit the above requirements.

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 enduser 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
,						,			•		•		

[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]

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 OF) S.S.	·
CIT I OF		

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].

[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]