



Republic of the Philippines
CIVIL SERVICE COMMISSION
Regional Office No. VIII
Government Center, Palo, Leyte

PHILIPPINE BIDDING DOCUMENTS

Government of the Republic of the Philippines

**CATERING SERVICES FOR THE FACE-TO-FACE
CONDUCT OF VARIOUS PUBLIC-OFFERED LEARNING
AND DEVELOPMENT ACTIVITIES OF CSC RO VIII FOR
CALENDAR YEAR 2024**

CSC RO VIII-PB-2024-0003

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.....	10
1. Scope of Bid	11
2. Funding Information.....	11
3. Bidding Requirements	11
4. Corrupt, Fraudulent, Collusive, and Coercive Practices.....	11
5. Eligible Bidders.....	11
6. Origin of Goods	12
7. Subcontracts	12
8. Pre-Bid Conference	12
9. Clarification and Amendment of Bidding Documents	12
10. Documents comprising the Bid: Eligibility and Technical Components	12
11. Documents comprising the Bid: Financial Component	13
12. Bid Prices	13
13. Bid and Payment Currencies	14
14. Bid Security	14
15. Sealing and Marking of Bids	14
16. Deadline for Submission of Bids	14
17. Opening and Preliminary Examination of Bids	14
18. Domestic Preference	14
19. Detailed Evaluation and Comparison of Bids	15
20. Post-Qualification	15
21. Signing of the Contract	15
Section III. Bid Data Sheet	16
Section IV. General Conditions of Contract	19
1. Scope of Contract	20
2. Advance Payment and Terms of Payment	20
3. Performance Security	20
4. Inspection and Tests	20
5. Warranty	20
6. Liability of the Supplier	21
Section V. Special Conditions of Contract	22
Section VI. Schedule of Requirements	26
Section VII. Technical Specifications	27
Section VIII. Checklist of Technical and Financial Documents	31

Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national

buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

Procurement Project – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid



Republic of the Philippines
CIVIL SERVICE COMMISSION
Regional Office No. VIII
Government Center, Palo, Leyte

INVITATION TO BID

CATERING SERVICES FOR THE FACE-TO-FACE CONDUCT OF VARIOUS PUBLIC-OFFERED LEARNING AND DEVELOPMENT ACTIVITIES OF CSC RO VIII FOR CY 2024

(CSC RO VIII-PB-2024-0003)

1. The **Civil Service Commission Regional Office No. VIII, (CSC RO VIII) Palo, Leyte**, through Fund 102 (**Training Fund**) intends to apply the sum of **One Million Three Hundred Twenty Six Thousand Pesos (PHP1,326,000.00)** being the Approved Budget for the Contract (ABC), for the Catering Services for the face-to-face conduct of various public-offered Learning and Development Activities of CSC RO VIII for CY 2024, **as indicated in Section VII (Technical Specifications)** under **CSC RO VIII-PB-2024-0003**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **CSC RO VIII, Palo, Leyte**, now invites bids for the above Procurement Project. Delivery of the Goods is required and shall be based on the actual date of the event or activity to be provided by the end user. Bidders should have completed, **a single contract similar to the Project within the last two (2) years** from the date of submission and receipt of bids. 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.
 - a. 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 **CSC RO VIII** and inspect the Bidding Documents at the address given below during **office hours from 8:00 A.M. to 5:00 P.M., Mondays to Fridays, except holidays**.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **13 March 2024** and upon payment of the applicable fee for the Bidding Documents,

pursuant to the latest Guidelines issued by the GPPB, in the amount of Five Thousand Pesos (P5,000.00). The Procuring Entity shall allow the bidder to present its proof of payment for the fees to be presented in person, or through email at ro08.msd@csc.gov.ph.

6. The CSC RO VIII will hold a Pre-Bid Conference on 21 March 2024.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below by depositing the same in the bid box located at the CSC RO VIII guardhouse on or before **03 April 2024 at 11:30** in the morning. 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.
 - a. The amount of not less than **P26,520.00 (2%)** of ABC, 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 **P66,300.00 (5%)** of ABC if bid security is in Surety Bond.
9. Bid opening shall be on **03 April 2024, 1:30 PM** at the given address below. Bids will be opened in the presence of the bidder or his/her representatives who choose to attend the activity.
10. The **CSC RO VIII** 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:

SHRS MA. LOURDES H. SABALZA

BAC Secretariat Head

Civil Service Commission, RO VIII, Government Center, Palo, Leyte

Telefax: (053) 888-0742, Website: www.cscro8.weebly.com

12. You may visit the following websites:

For downloading of Bidding Documents: www.cscro8.weebly.com

www.philgeps.gov.ph

12 March 2024


ATTY. FLORDELIZA C. ALGAS

Director III
BAC Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **CSC RO VIII** wishes to receive Bids for the **Catering Services for the face-to-face conduct of various public-offered Learning and Development activities of CSC RO VIII for CY 2024** with identification number CSC RO VIII-PB-2024-0003.

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

2. Funding Information

2.1. The GOP through the source of funding as indicated below for CY 2024 in the amount of **One Million Three Hundred Twenty Six Thousand Pesos (PHP1,326,000.00)**.

2.2. The source of funding is:

a. Fund 102 (Training Fund)

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 Procuring Entity has prescribed that Subcontracting is not allowed. If notwithstanding the bidder/supplier had illegally subcontracted any portion of the Project he/she shall not be relieved of any liability or obligation under the Contract and 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 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 two years prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in the BDS.

13. Bid and Payment Currencies

13.1. 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 until one hundred twenty (120) calendar days from the date of the opening of bids, unless duly extended by the bidder upon the request of the Head of the Procuring Entity of the CSC RO VIII. 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 seven (7) copies (1 original, 6 authenticated) of the first and second components of its bid.

All bids must be duly received by the BAC Secretariat through manual submission, as indicated in paragraph 7 of the IB.

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the IB. The Bidder or his/her representative who is present shall sign a register evidencing their attendance.

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

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

20. Post-Qualification

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

21. Signing of 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

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"> a. A single contract similar to the Catering Services for the face-to-face conduct of various public-offered Learning and Development Activities of CSC RO VIII for CY 2024, as indicated in paragraph 1 of the Invitation to Bid, must be at least fifty percent (50%) of the ABC. b. Completed within the last two (2) years prior to the deadline for the submission and receipt of bids.
7.1	Subcontracting is not allowed.
12	The price of the Goods shall be quoted DDP at the Civil Service Commission RO VIII, Government Center, Palo, Leyte.
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"> a. The amount of not less than Php26,520.00 <i>[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 b. The amount of not less than Php66,300.00 <i>[equivalent to five percent (5%) of ABC]</i> if bid security is in Surety Bond.
15	Each bidder shall submit seven (7) copies (1 original, 6 authenticated) of the first and second components of its bid.
19.3	<p>1 Lot Catering Services for the face-to-face conduct of various public-offered Learning and Development Activities of CSC RO VIII for CY 2024, as indicated in Section VII- Technical Specification, under CSCROVIII-PB-2024-0003 in the amount of One Million Three Hundred Twenty Six Thousand Pesos (P1,326,000.00).</p> <p>The computation of a prospective bidder's NFCC must be at least equal to the ABC to be bid, calculated as follows, pursuant to Section 23.4.1.4 of the 2016 Revised IRR of RA No. 9184.</p> <p>NFCC= [(Current Assets minus Current Liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.</p>
20.1	The following post qualification documents must be submitted within non-extendible period of five (5) calendar days from receipt of the bidder of the notice from the BAC that it submitted the Lowest Calculated Bid:

	<p>1. Latest Income and Business Tax Returns filed and paid through the BIR Electronic Filing and Payment System (e-FPS):</p> <p>2023 Quarterly Income Tax Return (3rd Quarter/4th Quarter) 2023 Quarterly Value Added Tax Return (3rd Quarter/4th Quarter)</p> <p>Food tasting and inspection of the kitchen and business premises of qualified bidders shall be conducted during post qualification evaluation.</p>
--	--

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 not allowed.
- 2.2. TOP shall be indicated in the Contract.

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	<p>The Service Provider (SP) shall comply with the following terms and conditions:</p> <ol style="list-style-type: none"> 1. The caterer and all food handlers shall ensure quality food to be served maintaining high standards of sanitation. In the event that the food served has indication of spoilage, the caterer shall be allowed to make substitution upon approval of the host Division/Field Office. 2. The number of participants per training is subject to increase and decrease, which will be the basis of the Concessionaire in the preparation/computation of the final billing. 3. The caterer shall ensure to serve non-powdered drinks and with free-flowing coffee, creamer, sugar, hot and cold water for the whole duration of the training to be ready at 7:00 AM. 4. The caterer shall submit or provide menu including healthy foods such as rice, beef, chicken, pork, seafoods (no cream dory), vegetables, dessert/fruits, fresh fruit juice. 5. The caterer's quotation shall be inclusive of two (2) Main Course (a selection of Chicken, Fish, or Beef/Pork), one (1) side dish (Vegetable or Pasta), one (1) dessert, two (2) snacks (morning and afternoon) with drinks. 6. Lunch shall be ready for inspection by 11:30 AM, snacks by 9:30 AM and 2:30 PM, respectively. 7. To ensure that all participants are provided with food for lunch, the serving of lunch to participants should be guided by the concessionary staff/food handlers. 8. The caterer shall schedule a food tasting of food to be served at least a week before the conduct of each event or training. 9. The caterer shall provide a food buffer (10% based on the actual number of pax per conduct of training). 10. The caterer shall submit a menu a week before the conduct of each event or training and shall be subject for approval by the CSC RO VIII. 11. The caterer shall provide a presentable and corporate look set up of the tables. Color of the table cloth and arrangement of the venue shall be coordinated with the CSC RO VIII. 12. The staff/food handler shall ensure cleanliness of the venue by cleaning the tables after every meal and cleaning the venue at the end of the day/event.

13. The concessionaire shall assign at least 3 staff/food handlers for every catering service.

14. The CSC RO VIII reserves the right to cancel the delivery of catering services in case of major institutional mandates/changes, calamities, etc. upon formal notice to the Caterer at least two (2) days prior to the activity and that CSC RO VIII has no obligations to pay the caterer.

15. CSC RO VIII reserves the right to substitute/reschedule trainings. It shall however, inform the Concessionaire of the rescheduling of the training/s at least five (5) days before the supposed schedule of training.

16. The CSC RO VIII shall pay the Concessionaire within fifteen (15) working days after receipt of the billing statement by this Office.

17. The Concessionaire shall take immediate action on the negative feedback received by CSC RO VIII from participants. Failure to take action despite prior notice will cause the termination of the contract with the CSC RO VIII.

Delivery and Documents – For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The delivery terms of this contract shall be as follows:

The goods shall be delivered to Civil Service Commission RO VIII, Government Center, Palo, Leyte. Risk and title will pass from the Concessionaire to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.

Delivery of the Goods shall be made by the Concessionaire in accordance with the terms specified in Section VI (Schedule of Requirements).

Incidental Services – The Concessionaire is required to provide all of the following services, including additional services, if any, specified in Section VI Schedule of Requirements.

- a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; and
- d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Concessionaire of any warranty obligations under this Contract.

	<p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Concessionaire for similar services.</p> <p>Packaging –</p> <p>The Concessionaire shall provide such packaging of the Goods as is required to prevent a damage or deterioration during transit to its 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 packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>Transportation –</p> <p>Where the Concessionaire is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Concessionaire is required under this Contract to transport the Goods to a specified place of destination within the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p>
2	<p>Payment shall be made through LBP check, within thirty (30) days after the submission of Billing and User Acceptance of the product. Bank Transfer fee shall be charged against the creditor’s account.</p>
4	<p>CSC RO VIII Inspection Team together with the authorized technical representative shall at all times during the event or training shall examine, inspect, and observe proper handling of the foods.</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.

Description	Quantity	Total	Delivered, Weeks/Months
<p>Catering Services for the face-to-face conduct of various public-offered Learning and Development (L & D) Activities of CSC RO VIII for CY 2024</p> <p>(60 pax per conduct of face-face L&D)</p>	<p>Please refer to Section VII (Technical Specifications)</p>	<p>1 Lot</p>	<p>The Catering Services shall be based on the actual date of event or training provided by the end user.</p>

I hereby verify to comply with all the above requirements.

Signature over the printed name of the authorized representative

Company name

Date

Section VII. Technical Specifications

Technical Specifications

Item #	Specification	Statement of Compliance
		<p>[Bidders must state here either “Will Comply” or “Will 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</p>

		supplier liable for prosecution subject to the applicable laws and issuances.]
	<p>1 Lot Catering Services for the face-face conduct of various public-offered Learning and Development (L&D) Activities of CSC RO VIII for Calendar Year 2024</p> <p>(60 pax per conduct of face-face L&D)</p> <p>April 4-5, 2024 - Orientation-Workshop on the 2017 Omnibus Rules on Appointments and Other Human Resource Actions (ORAOHRA), as amended</p> <p>May 16-17, 2024 - Leave Administration Course for Effectiveness (LACE)</p> <p>May 28-31, 2024 - Supervisory Development Program (Modules 3 & 4)</p> <p>June 13-14, 2024 - Seminar on the Rules on Administrative Cases in the Civil Service (RACCS)</p> <p>July 4-5, 2024 - Values Orientation Workshop (VOW)</p> <p>July 11-12, 2024 - Supervisory Development Program (Module 5)</p> <p>July 23-26, 2024 - Supervisory Development Program (Modules 1 & 2)</p> <p>August 13-16, 2024 - Supervisory Development Program (Modules 3 & 4)</p> <p>August 29-30, 2024 - Values Orientation Workshop (VOW)</p> <p>September 19-20, 2024 - Orientation-Workshop on the 2017 Omnibus Rules on Appointments and Other Human Resource Actions (ORAOHRA), as amended</p> <p>September 25-26, 2024 - Supervisory Development Program (Module 5)</p> <p>November 12-15, 2024 - Supervisory Development Program (Modules 1 & 2)</p> <p>December 5-6, 2024 - Leave Administration Course for Effectiveness (LACE)</p>	

	<p>TERMS AND CONDITIONS:</p> <p>1. The caterer and all food handlers shall ensure quality food to be served maintaining high standards of sanitation. In the event that the food served has indication of spoilage, the caterer shall be allowed to make substitution upon approval of the host Division/Field Office.</p>	
	<p>2. The number of participants per training is subject to increase and decrease, which will be the basis of the Concessionaire in the preparation/computation of the final billing.</p>	
	<p>3. The caterer shall ensure to serve non-powdered drinks and with free-flowing coffee, creamer, sugar, hot and cold water for the whole duration of the training to be ready at 7:00 AM.</p>	
	<p>4. The caterer shall submit or provide menu including healthy foods such as rice, beef, chicken, pork, seafoods (no cream dory), vegetables, dessert/fruits, fresh fruit juice.</p>	
	<p>5. The caterer's quotation to the RFQ shall be inclusive of two (2) Main Course (a selection of Chicken, Fish, or Beef/Pork), one (1) side dish (Vegetable or Pasta), one (1) dessert, two (2) snacks (morning and afternoon) with drinks.</p>	
	<p>6. Lunch shall be ready for inspection by 11:30 AM, snacks by 9:30 AM and 2:30 PM, respectively.</p>	
	<p>7. To ensure that all participants are provided with food for lunch, the serving of lunch to participants should be guided by the concessionary staff/food handlers.</p>	
	<p>8. The caterer shall schedule a food tasting of food to be served at least a week before the conduct of each event or training.</p>	
	<p>9. The caterer shall provide a food buffer (10% based on the actual number of pax per conduct of training).</p>	
	<p>10. The caterer shall submit the menu a week before the conduct of each event or training and shall be subject for approval by the CSC RO VIII.</p>	
	<p>11. The caterer shall provide a presentable, with corporate look, tables. Color of the table cloth and</p>	

	arrangement of the venue shall be coordinated by the CSC RO VIII.	
	12. The staff/food handler shall ensure cleanliness of the venue by cleaning the tables after every meal and cleaning the venue at the end of the day/event.	
	13. The concessionaire shall assign at least 3 staff/food handlers for every catering service.	
	14. The CSC RO VIII reserves the right to cancel the delivery of catering services in case of major institutional mandates/changes, calamities, etc. upon formal notice to the Caterer at least two (2) days prior to the activity and that CSC RO VIII has no obligations to pay the caterer.	
	15. CSC RO VIII reserves the right to substitute/reschedule trainings. It shall however, inform the Concessionaire of the rescheduling of the training/s at least five (5) days before the supposed schedule of training.	
	16. The CSC RO VIII shall pay the Concessionaire within fifteen (15) working days after receipt of the billing statement by this Office.	
	17. The Concessionaire shall take immediate action on the negative feedback received from participants. Failure to take action despite prior notice will cause the termination of the contract with the CSC RO VIII.	

I hereby certify compliance (or “that I will comply”) with all the above Technical Specifications:

Name of Company/Bidder

Signature over Printed of
Name of Representative

Date

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) **in accordance with Section 8.5.2 of the IRR;**

Technical Documents

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

Financial Documents

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

Class “B” Documents

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

II. FINANCIAL COMPONENT ENVELOPE

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

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

- (k) *[For foreign bidders claiming by reason of their country’s extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in

- (1) government procurement activities for the same item or product.
- (1) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

Bidding Forms

- I. Bid Form**
- II. Price Schedule**
- III. Bid Securing Declaration Form**
- IV. Omnibus Sworn Statement**
- V. Contract Agreement Form**
- VI. Statement of the Bidder of all its Ongoing Government and Private Contracts, including Contracts Awarded but Not Yet Started**
- VII. Statement of Bidder's Single Largest and Completed Contract Similar to the contract to be bid**



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

BID FORM

Date : _____
 Project Identification No. : _____

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

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

If our Bid is accepted, we undertake:

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

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

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

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

(if none, state "None")]

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

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

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

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

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

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

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

For Goods Offered from Within the Philippines

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

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

Name: _____

Legal Capacity: _____

Signature: _____

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

Bid Securing Declaration Form

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

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

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

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

I/We, the undersigned, declare that:

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

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

AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, Procurement Agent if engaged, 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, Procurement Agent if engaged, 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, Procurement Agent if engaged, 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.

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]

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

CONTRACT AGREEMENT

THIS AGREEMENT made the _____ day of _____ 20____ between [name of PROCURING ENTITY] of the Philippines (hereinafter called "the Entity") of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called "the Supplier") of the other part;

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:

- i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
- ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

- iii. Performance Security;
- iv. Notice of Award of Contract; and the Bidder's conforme thereto; and
- v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**

3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.
4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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

[Insert Name and Signature]

[Insert Name and Signature]

[Insert Signatory's Legal Capacity]

[Insert Signatory's Legal Capacity]

for:

for:

[Insert Procuring Entity]

[Insert Name of Supplier]

Acknowledgment

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

Statement of Single Largest Completed Contract (SLCC) Similar to the Contract to be Bid

Name of Company:

Name of the Bidder:

Address of the Bidder:

Contact No.:

Item No.	Name of the Completed Contract	Description of the Project	Date of the Contract	Contract Duration	Owner's Name & Address (Telephone No.)	Kinds of Goods	Amount of Completed Contract	Date of Delivery / Completion	End User's Acceptance or Official Receipt(s) or Sales Invoice shall be attached to the statement

Submitted by:

_____ Printed Name and Signature

List of all Ongoing Government & Private Contracts including contracts awarded but not yet started

Business Name : _____
 Business Address : _____

Name of Contract	Date of Contract	a. Owner's Name b. Address c. Telephone Nos.	Contract Duration	Date of Delivery	Kinds of Goods	Amount of Contract	Value of Outstanding Contracts
GOVERNMENT							
PRIVATE							

Note:

State all ongoing 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.

1. Notice of Award or Contract
2. Notice to Proceed issued by the owner (*in the absence of Notice to Proceed (NTP), execute an affidavit that the bidder asserted all efforts in requesting the NTP. Indicate the circumstances and state the reasons. Attach letter of request as supporting documents*).

Not to be submitted during the Opening of Bids but to be verified, ascertained and validated during post-qualification.

Submitted by : _____
 (Printed Name and Signature)
 Designation : _____
 Date : _____