

# PHILIPPINE BIDDING DOCUMENTS

Government of the Republic of the Philippines

# SERVICE PROVIDER FOR THE IMPLEMENTATION OF THE TPB 2025 MINI SPORTSFEST YEAR 2 2<sup>ND</sup> POSTING

**TPB-ITB NO. 2025-025** 

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.

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# Glossary of Acronyms, Terms, and Abbreviations

**ABC** – Approved Budget for the Contract.

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

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

**CDA** - Cooperative Development Authority.

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

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

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

**DTI** – Department of Trade and Industry.

**EXW** – Ex works.

FCA – "Free Carrier" shipping point.

**FOB** – "Free on Board" shipping point.

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

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

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs - Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

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

**UN** – United Nations.

# Section I. Invitation to Bid





### Invitation to Bid (ITB) No. 2025-025

# SERVICE PROVIDER FOR THE IMPLEMENTATION OF THE TPB 2025 MINI SPORTSFEST YEAR 2 2<sup>ND</sup> POSTING

- 1. The *Tourism Promotions Board Philippines (TPBPHL)*, through the *2025 Approved Corporate Operating Budget* intends to apply the sum of *Two Million Pesos Only (PhP2,000,000.00)* being the ABC, inclusive of all applicable taxes and fees to payments under the contract for the Service Provider for the Implementation of the TPB 2025 Mini Sportsfest Year 2 2<sup>nd</sup> Posting / TPB-ITB No. 2025-025. Bids received in excess of the ABC shall be automatically rejected at the bid opening.
- 2. The *TPBPHL* now invites bids for the above Procurement Project. Delivery of the Goods is required by *Section VI. Schedule of Requirements*. Bidders should have completed, within *the last two (2) years* from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly in *Section II (Instructions to Bidders)*.
- 3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
  - Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
- 4. Prospective Bidders may obtain further information from **TPBPHL** through its Bids and Awards Committee (BAC) Secretariat via emails: bac\_sec@tpb.gov.ph and/or genesis\_lee@tpb.gov.ph and inspect the Bidding Documents at the address given below during the office hours **08:00** AM-**05:00** PM.
  - BAC Secretariat Procurement Management Division 6/F, Five E-com Center, Harbor Drive Mall of Asia Complex, Pasay City
- 5. A complete set of Bidding Documents may be acquired by interested Bidders from 03-24 April 2025 by sending your request to bac\_sec@tpb.gov.ph and/or genesis\_lee@tpb.gov.ph or by downloading through the PhilGEPS and TPB websites 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 Only (PhP5,000.00).





The Payment can be made through the TPB Landbank Account or the TPB Cashier. Please email the BAC Secretariat a copy of the **bank transmittal slip, or the official receipt** on or before the deadline for the submission of bids.

### **Bank Details:**

Land Bank of the Philippines - Sheraton Century Park Branch Tourism Promotions Board A/C No. 1772-1034-13

The Procuring Entity allows the bidder to present its proof of payment for the fees **through electronic means.** 

6. The **TPBPHL** will hold a Pre-Bid Conference on **11 April 2025** at **10:00 AM** through video conferencing or webcasting via **Zoom Virtual Platform**, which shall be open to prospective bidders.

Interested bidders may obtain the **Zoom** link of the **Pre-Bid Conference** from the **BAC Secretariat** through emails: **bac\_sec@tpb.gov.ph** and/or **genesis\_lee@tpb.gov.ph**.

7. Bids must be **in a sealed envelope** and shall be duly received by the BAC Secretariat at the office address indicated below, on or before **24 April 2025 at 09:30 AM**. Late bids shall not be accepted.

### **BAC Secretariat**

Procurement Management Division
6/F, Five E-com Center, Harbor Drive Mall of Asia Complex, Pasay City

Each bidder shall submit one (1) original and two (2) copies of its Technical and Financial documents.

The Main Envelope shall be labeled as follows:

TECHNICAL AND FINANCIAL BID

<Title of the Project/ITB No.>

<Company Name and Address>

DO NOT OPEN BEFORE: <Date and Time of the Opening of Bids>

The **Main Envelope** shall contain **two (2) envelopes**; each envelope shall be labeled as follows:

### **TECHNICAL ENVELOPE**

<Title of the Project/ITB No.>
<Company Name and Address>

DO NOT OPEN BEFORE: < Date and Time of the Opening of Bids>

### **FINANCIAL ENVELOPE**

<Title of the Project/ITB No.>

<Company Name and Address>

DO NOT OPEN BEFORE: <Date and Time of the Opening of Bids>

The **Technical Envelope** shall contain **three (3) Envelopes** labeled as follows:

### **ORIGINAL**

### **Technical Envelope**

<Title of the Project/ITB No.>

<Company Name and Address>

### COPY 1

### **Technical Envelope**

<Title of the Project/ITB No.>

<Company Name and Address>

### COPY 2

### **Technical Envelope**

<Title of the Project/ITB No.>

<Company Name and Address>

The **Technical Envelope** shall contain the following Legal, Technical, and Financial documents. Bidders are encouraged to **properly label each section of the Bids using tabs** for the following:

- 1. PhilGEPS Platinum Certificate (All pages)
- 2. Statement of Ongoing Gov't and Private Contracts
- 3. Statement of Bidder's SLCC
- 4. Bid Security
- 5. Conformity with the Technical Specifications
- 6. Omnibus Sworn Statement
- 7. Computation of the NFCC or Line of Credit
- 8. Joint Venture Agreements (if applicable)

The **Financial Envelope** shall contain **three (3) Envelopes** labeled as follows:

### **ORIGINAL**

### **Financial Envelope**

<Title of the Project/ITB No.>

<Company Name and Address>

### COPY 1

### **Financial Envelope**

<Title of the Project/ITB No.>

<Company Name and Address>

### COPY 2

### **Financial Envelope**

<Title of the Project/ITB No.> <Company Name and Address>

The **Financial Envelope** shall contain the following financial documents. Bidders are encouraged to **properly label each section of the Bids using tabs** for the following:

- 1. Financial Bid
- 2. Price Schedule
- 3. Other Documentary Requirements (if applicable)

See Annex B: Diagram of Sealing and Marking of Bid Envelope

- 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.
- Bid opening shall be on 24 April 2025 at 10:00 AM in the TPB BAC Room. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
- 10. The Bidder with the Lowest/Single Calculated Responsive Bid (L/SCRB) shall submit a copy of the **Technical and Financial Documents** in **PDF format** to the email address **bac\_sec@tpb.gov.ph** and/or **genesis\_lee@tpb.gov.ph**, <u>upon request of the Secretariat</u>.
- 11. The **TPBPHL** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
- 12. For further information, please refer to:

Janet G. Villafranca / Genesis Weiyn B. Lee
BAC Secretariat, Tourism Promotions Board Philippines
6/F, Five E-com Center, Harbor Drive Mall of Asia Complex, Pasay City
E-mail: bac\_sec@tpb.gov.ph /genesis\_lee@tpb.gov.ph

13. You may visit the following websites:

For downloading of Bidding Documents: www.philgeps.gov.ph or www.tpb.gov.ph

03 April 2025

ARNOLD T. GONZALES

Chairperson Bids and Awards Committee

# Section II. Instructions to Bidders

### 1. Scope of Bid

The Procuring Entity, *Tourism Promotions Board Philippines (TPBPHL)* wishes to receive Bids for the *Service Provider for the Implementation of the TPB 2025 Mini Sportsfest Year 2 – 2<sup>nd</sup> Posting* with identification number *TPB-ITB No 2025-025*.

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

### 2. Funding Information

- 2.1. The GOP through the source of funding as indicated below for the **2025 Approved Corporate Operating Budget** in the amount of **Two Million Pesos Only (PhP2,000,000.00)**.
- 2.2 The source of funding is 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 exceeding those allowed under the rules may participate pursuant to:
  - When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
  - Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
  - iii. When the Goods sought to be procured are not available from local suppliers; or
  - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.

5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

### 6. Origin of Goods

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

### 7. Subcontracts

The Procuring Entity has prescribed that: **Subcontracting is not allowed.** 

### 8. Pre-Bid Conference

The Procuring Entity will hold a **pre-bid conference** for this Project on the specified date and time 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 two (2) 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 the BDS.
  - 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 the BDS.

### 13. Bid and Payment Currencies

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

### 14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

14.2. The Bid and bid security shall be valid until **22 August 2025.** 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

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

### 17. Opening and Preliminary Examination of Bids

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

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

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

### 18. Domestic Preference

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

### 19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring 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. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. **The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.**
- 19.4. The Project shall be awarded as follows: One Project having several items grouped into several lots, which shall be awarded as separate contracts per lot. Section 23.4.2.6
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

### 20. Post-Qualification

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

### 21. Signing of the Contract

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

# Section III. Bid Data Sheet

# **Bid Data Sheet**

ITB	
Clause	
5.3	For this purpose, contracts similar to the Project shall be:  a. The bidder must be a Filipino-owned, operated, and legally registered company under the Philippine laws and must be in operation in the last two (2) years. Bidder must have at least two (2) years of experience in conducting similar events and activities in government and private offices.  b. completed within the past two (2) years prior to the deadline for the
	submission and receipt of bids.
7.1	Not applicable.
12	The price of the Goods shall be quoted DDP <i>Philippines</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.
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 Forty Thousand Pesos Only (PhP40,000,00) or two percent (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 One Hundred Thousand Pesos Only (PhP100,000.00) or five percent (5%) of ABC, if bid security is in Surety Bond.
19.3	The Project shall be awarded as one (1) contract.
20	The original of the following documents shall be presented during the Post-Qualification:  1. PHILGEPS Platinum Certificate (all pages)  2. Business/Mayor's Permit  3. SEC Registration and the Articles of Incorporation  4. Tax Clearance Certificate  5. Latest Audited Financial Statement  6. General Information Sheet  7. Board Resolution (reference to the Omnibus Sworn Statement and Secretary's Certificate)  8. Certificate of Project Completion or its equivalent for Completed Projects (Reference to the List of Completed Projects Submitted).  Submit a certified true copy of documents in item nos. 2-8 within five (5) calendar days from the date of the post-qualification, as instructed by the Technical Working Group.
21.2	No additional contract documents.

# 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 the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

### 4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the SCC, Section 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, 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	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 delivery terms applicable to this Contract are delivered in <b>Section VI (Schedule of Requirements)</b> . Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination."
	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).
	For purposes of this Clause, the Procuring Entity's Representative at the Project Site is <i>Ms. Rossandra Amythea Q. Cayago</i> as the End-user, <i>Ms. Karen A. Padolina, Carla Jane D. Sosa</i> and <i>Ms. Lyka R. Ragot</i> as the Project Officers.
	Incidental Services –
	The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements.
	The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
	Spare Parts – Not applicable
	Packaging –
	The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.

The outer packaging must be clearly marked on at least four (4) sides as follows:

Name of the Procuring Entity
Name of the Supplier
Contract Description
Final Destination
Gross weight
Any special lifting instructions
Any special handling instructions
Any relevant HAZCHEM classifications

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

### Transportation -

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

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

Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.

The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.

### Intellectual Property Rights -

The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.

### 2.2 The terms of payment shall be:

Send a bill to the Tourism Promotions Board. Full payment upon completion of deliverables and submission/receipt of invoice, billing, and/or other pertinent documents.

The following documents should be submitted by the winning bidder for the processing of payment:

Original copy of Statement of Account/ Billing Statement with detailed costs for all services rendered to include management fee addressed to:

### ROSSANDRA AMYTHEA Q. CAYAGO

Acting Head, Personnel and Human Resources Development Division Tourism Promotions Board 6/F 5 E-Com Center, Harbor Drive, Mall of Asia Complex, Pasay City 1300 Philippines

Original copy of Statement of Account/ Billing Statement shall be personally brought to TPB Office. Otherwise, the delivery fee shall be shouldered by the supplier.

### Copy of Official Receipt

Payment will be made through an LBP bank deposit. The winning bidder should preferably have a Land Bank account. Otherwise, bank charges will be shouldered by the supplier.

Original copy of Official Receipt shall be personally brought to TPB Office. Otherwise, the delivery fee shall be shouldered by the supplier.

4 The inspections and tests that will be conducted are **as necessary.** 

# 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 Number	Description	Quantity	Total	Delivered, Weeks/Months
1	Opening Ceremony Exhibition Game  TPB Mini Sportsfest Cheer Dance Competition			06 June 2025
2	Competition Proper of Sports Activities and E- Games Indicative Schedule Outdoor Games (Mixed Volleyball, Badminton): Every Tuesday, Thursday and Friday from 9:00 AM to 4:00 PM Indoor Games (Table Tennis, Darts, Chess, E-Games): Every Monday and Wednesday from 9:00 AM to 4:00 PM			09 June to 03 July 2025
3	Mixed Volleyball Championship Game Awarding Ceremony			04 July 2025

\*\*\*Nothing Follows\*\*\*

### **CONTRACT DURATION**

The contract shall commence from the date of receipt of the Notice to Proceed (NTP) until the full implementation of all deliverables.

# Section VII. Technical Specifications

## **Technical Specifications**

Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.

Item No.		Specifications			Statement of Compliance (Comply or Not Comply)
	Management, facilitation, ar approval, of the following spo	·	oposed guidelines	, subject to TPB	1 "
	Ball Games	Racket Games	Indoor Games	E Games	
1	<ul> <li>Mixed Volleyball</li> <li>Basketball (exhibition game only during the Opening Ceremony)</li> </ul>	- Table Tennis - Badminton	- Darts - Chess	- Mobile Legends - Block Blast	
2	Provision of the following:  Venue Rentals (Within the 2 venue rental:  a. Opening Ceremony (venue b. Awarding Ceremony c. Basketball (exhibition d. Mixed Volleyball e. Badminton  Preferably in a closed facility of TPB participants	with ample space for a game only during th	cheer dance perfo	ormance)	
3	Team Uniform  Full Jersey Set with sublimation of the color per team; maxor of the color per uniform of the color per uni	imum of three (3) te (with or without slee oper individual ayout shall be subjec	ves) per individual		

### **Awards and Prizes: Team Awards**

4

**Note:** The Trophy design and layout of each game shall be subject to TPB's review and approval once awarded to the winning bidder

Sports Activity	Ranking	Quantity	Particulars
Volleyball	Champion 2 <sup>nd</sup> Place 3 <sup>rd</sup> Place	3	
Table Tennis	Champion 2 <sup>nd</sup> Place 3 <sup>rd</sup> Place	3	
Badminton	Champion 2 <sup>nd</sup> Place 3 <sup>rd</sup> Place	3	
Darts	Champion 2 <sup>nd</sup> Place 3 <sup>rd</sup> Place	3	Trophy
Chess	Champion 2 <sup>nd</sup> Place 3 <sup>rd</sup> Place	3	
Mobile Legends	Champion 2 <sup>nd</sup> Place 3 <sup>rd</sup> Place	3	
Block Blast	Champion 2 <sup>nd</sup> Place 3 <sup>rd</sup> Place	3	
Cheer Dance Competition	Champion	1	Trophy
	TOTAL	22	

### Awards and Prizes: Individual Awards

**Note:** The Medal design and layout of each game shall be subject to TPB's review and approval once awarded to the winning bidder

Sports Activity	Ranking	Quantity	Particulars	
Volleyball	Mythical Six	6		
	MVP	1		
Table Tennis	Overall Highest Pointer	1		
	Overall Highest Pointer			
Badminton	Overall Highest Pointer	1		
	Overall Highest Pointer			
Darts	Finals MVP	1	Medals	
	Overall Highest Pointer			
Chess		1		
Mobile Legends		1		
Block Blast		1		
-	TOTAL			

32

Cook Brisso				
Cash Prizes Rank	ing	Amount		Remarks
			Thos	
Overall Champid		P50,000.00 P30,000.00		ash prizes shall be Ited to the winning
Overall 3 <sup>rd</sup> Place		P20,000.00		am during the
Overall's Trace		1 20,000.00		rding Ceremony
		opriate attire or un	iform dur	ing the game prop
Basketball	ts Activity	At least Three	Particul	
		At least Three	. ,	
Volleyball		At least Three		
Darts	Badminton		At least Three (3) officials  At least Two (2) officials	
Chess		At least Two	· <i>i</i>	
Table Tennis		At least Two	· <i>i</i>	
Mobile Legends		At least Two	· <i>i</i>	
Block Blast		At least Two	. ,	
Food and Bevera	ge	/ te rease : tro	(2) 01110101	
				_
Activity	F&	B Requirement		Date
with drinks Lunch (Rice, at lea. with drinks) PM Snacks		ast two (2) viands, ) pasta, sandwich c )	, dessert or pastry	06 June 2025  From 09 June to 03 July 2025
Awarding and Closing	Choice of pa	during the schedule esta, sandwich or pa nu for approval.	_	04 July 2025
Ceremony	Choice of with drinks Lunch (Rice, at le with drinks) PM Snacks	pasta, sandwich c	. dessert	

10	minimum gu before the ex Packed Meal participants/ Provide wate TPB.	aranteed). The activent. s on the Competitivents and finalizer refilling station are the whole duration and finalizer refilling station are the whole duration and finalizer refilling station are the whole duration and finalizer (each game).	rening Ceremony are for 170 pax (120 cual number is for finalization at least one ion Proper are subject to the actual number ation of scheduled events/games.  Is with paper cups at activity venues out on of activity is subject to approval of TPE  Particulars  Two (2) First Aiders  One (1) Ambulance  One (1) First Aider	week per of utside
	Activity		Particulars	
	Opening Ceremony	➤ One   ➤ Two - Three (3) Tea - Cheer Dance - Forty (40) portion	ound System with microphones (1) mic stand (2) wireless microphones am Posts for the Assembly and Parade Platform s. Clapper Stick Cheering Balloons per s. Pompoms per team color	
	Basketball		icial basketball ball size 7 (premium ather for indoor and outdoor) book	
11	Volleyball	- Two (2) hig volleyball bal - One (1) flip b - One (1) score	oard scorer	
	Darts	• •	-healing" dartboard of dart pins (22g tungsten)	
	Table Tennis		Table Tennis balls Table Tennis paddles	
	Badminton	<ul><li>Four (4) tube</li><li>Scoresheet</li></ul>	es of feather shuttlecock	
	E Games  Awarding and Closing Ceremony	- Lights and So	quipment/ device bund System with microphones (2) microphones	
12	microphones, and st	ote: Equipment and supplies specified above (except the lights and sounds, icrophones, and streaming equipment/ device) shall be the property of the TPB ter the conduct of the event.		

	Activity	Particula	rs			
	Opening Ceremony	One (1) p	hotographer a	and one (	(1) videographer	
13	Game Proper	One (1) designated personnel to take photo and video documentation				
	Awarding and Closing Ceremony	One (1) p	ohotographer a	and one (	(1) videographer	
4	<b>Note:</b> Video of the Opening the Awarding Ceremony (in Raw photos, videos, and finexternal hard drive.	ncluding	the Same Day	Edits of	the Championship Gan	ne).
	Backdrop					
	Activity		Particulars		Remarks	
15	Opening Ceremony  Awarding and Closing  Ceremony	- Bac	<ul> <li>Backdrop 5ft x 10ft</li> <li>Backdrop used during the opening ceremony</li> <li>Winners Podium</li> </ul>		The design and layout shall be subject to TPB's review/approval	
16	Host/ Emcee	•				
	Activity		Date		Remarks	
	Opening Ceremony	06 June 2025		One (1) host/emcee for the		
	Awarding and Closing Ceremony	Awarding and Closing 04 July		awardi	opening and g/closing ceremony	
17	Pull Up Banners					
	Activity		Particulars	5	Remarks	
	Opening Ceremony and Awarding and Closing Ceremony		2.75 ft x 6.5 f		he design and layout hall be subject to TPB's review/approval	
18	<b>ACTIVITY DURATION:</b> 06 Jungress and egress).	ıne to 04	July 2025 fron	n 8:00 A	M to 6:00 PM (inclusive	e of
19	Submit proposed items for the equipment and supplies, subject to the approval of TPB prior to the implementation schedule.					
20	Submit the proposed program of activities and plan of approach including the proposed venue/s, guidelines per games, etc. together with the Technical Bid envelope.					

Signature over Printed Name

of the Authorized Representative

Date

Name of the Company

# Section VIII. Checklist of Technical and Financial Documents

# **Checklist of Technical and Financial Documents**

#### I. TECHNICAL COMPONENT ENVELOPE

II.

	Class "A" Documents
<u>Legal Doc</u>	<u>cuments</u>
(a)	Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;
<u>Technica</u>	l 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; <b>and</b>
(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; <u>and</u>
(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 aftersales/parts, if applicable; and
(f)	Original duly signed Omnibus Sworn Statement (OSS) <u>and</u> 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 <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.
FINANCIA	L COMPONENT ENVELOPE
(i)	Original of duly signed and accomplished Financial Bid Form; and
(j)	Original of duly signed and accomplished Price Schedule(s).

Other do	<u>cumentary requirements under RA No. 9184 (as applicable)</u>
(k)	[For foreign bidders claiming by reason of their country's extension of
	reciprocal rights to Filipinos] Certification from the relevant government
	office of their country stating that Filipinos are allowed to participate in
	government procurement activities for the same item or product.
(I)	Certification from the DTI if the Bidder claims preference as a Domestic
	Bidder or Domestic Entity.

## **REQUIRED FORMS TO BE SUBMITTED BY BIDDERS**

- 1. Bid Securing Declaration Form
- 2. Omnibus Sworn Statement

#### **ADDITIONAL FOR GOODS**

- 1. Bid Form for the Procurement of Goods
- 2. Price Schedule for Goods Offered from Within the Philippines
- 3. Statement of the Bidder of All Its Ongoing Government and Private Contracts
- 4. Statement of the Bidder's Single Largest Completed Contract (SLCC)

#### **Bid Securing Declaration Form**

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

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

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

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

I/We, the undersigned, declare that:

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED

REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

#### [Jurat]

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

#### **Omnibus Sworn Statement (Revised)**

[shall be submitted with the Bid]

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

#### **AFFIDAVIT**

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

1. [Select one, delete the other:]

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

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

2. [Select one, delete the other:]

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

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

- 3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;
- 4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
- 5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
- 6. [Select one, delete the rest:]

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

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

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

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

IN WITNESS WHEREOF,	I have hereunto	set my	hand t	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]

#### **Bid Form for the Procurement of Goods**

[shall be submitted with the Bid]

BID FORM	
Project Identification No. :	Date :

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 Amount and Purpose of								
of agentCurrencyCommission 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:											
Signa	ture:										
Duly a	Duly authorized to sign the Bid for and behalf of:										

# **Statement of the Bidder of All Its Ongoing Government and Private Contracts**

_	ng Government & t yet started, if an to be bid :					_		
Name of Contract/	a. Owner's Name b. Address	Nature of Work	Bidder's Ro	le	a. Date Awarded b. Date Started c. Date of	% ( Accompli Planned		Value of Outstanding Works / Undelivered
,	c. Telephone Nos.		Description	%	Completion			Portion
Government								
<u>Private</u>								
						Total Co	ct .	
	ment shall be sup f Award, Notice to	•		act.				
Submitted by:								
Name of Repres	entative of Bidde	r :				_		
Designation Date		(Print : :	ed Name a	nd S	ignature) 			

## **Statement of the Bidder's Single Largest Completed Contract (SLCC)**

NAME OF THE PROCURING ENTITY: TOURISM PROMOTIONS BOARD PHILIPPINES

**PROJECT:** 

Single Largest years, the con	Comple	eted Contract	•			be bid within t	wo (2)
Business Name Business Addre		:					
				Bidder's R	Role	a. Amount of	a. Date
Name of Contract	b.	Owner's Name Owner's Name Address Telephone Nos	of Work	Description	%	Award b. Amount of Completion c. Duration	Awarded
Government							_
Private							
Note: This Stat  1. Certific  docume	ate of P			st be <u>Satisfac</u>	tory as	s additional supp	orting
Submitted by:							
Name of Repre	esentati	ve of Bidder	: (Printed N	ame and Sigi	nature	 )	
Position Date			: :				



