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# **PROVISION OF CATERING SERVICES FOR THE VARIOUS ACTIVITIES/TRAININGS UNDER CFIDP IN ZAMBOANGA PENINSULA**

**ITB# 07-2024-04-019**  
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# 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 6 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***



## **PROVISION OF CATERING SERVICES FOR THE VARIOUS ACTIVITIES/TRAININGS UNDER CFIDP IN ZAMBOANGA PENINSULA**

The AGRICULTURAL TRAINING INSTITUTE-REGIONAL TRAINING CENTER IX (ATI-RTC IX) through the 2024 General Appropriation Act intends to apply the sum of **SIX HUNDRED FORTY-FIVE THOUSAND, SEVEN HUNDRED FIFTY PESOS ONLY (P 645,750.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for the **PROVISION OF CATERING SERVICES FOR THE VARIOUS ACTIVITIES/TRAININGS UNDER CFIDP IN ZAMBOANGA PENINSULA**

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

The ATI-RTC IX invites bids for the aforementioned contract.

Bidders should have completed, within two (2) years from the date of submission and receipts of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding documents, particularly, in Section II: Instruction to Bidders.

Bidding will be conducted through open competitive bidding procedures using a non-discretionary “pass/fail” criterion as specified in the Implementing Rules and Regulations (IRR) of the Republic Act (RA) 9184, otherwise known as the “Government Procurement Reform Act”.

Bidding is restricted to Filipino Citizens/sole proprietorship, 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 5183 and subject to Commonwealth Act 138.

A complete set of Bidding Documents may be purchased by interested Bidders from the address below and upon payment of non-refundable fee for the Bidding documents in the amount of ONE THOUSAND PESOS ONLY (P 1,000.00) to ATI-RTC IX Cashier; the method of payment shall be in cash. Bid documents could be received personally by the prospective bidder or his/her representative upon showing the copy of the Official Receipt issued by the ATI-RTC IX Cashier to the BAC Secretariat. It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PHILGEPs) and the website of the Procuring Entity, provided that Bidders shall pay the non-refundable fee for the Bidding Documents not later than the submission of their Bids.

The ATI-RTC IX will hold a Pre-Bid Conference on April 30 at 1:30 P.M. at Training Hall, ATI-RTC IX, Balintawak, Pagadian City which shall be opened only to all interested parties who have purchased the Bidding Documents.

Bids must be delivered on or before 10:00 A.M. on May 13, 2024 at ATI-RTC IX Bldg., Pres Corazon Aquino, Regional Office, Balintawak, Pagadian City. All BIDS must be accompanied by a BID security in any of the acceptable form and in the amount stated in ITB Clause 14.

BID opening will be on May 13, 2024 (Monday) at 1:00 P.M. at Training Hall, ATI-RTC IX, Balintawak, Pagadian City. BIDS will be opened in the presence of the Bidders’ representatives who choose to attend at the address below. Late bids will not be accepted.

The ATI-BAC reserves the right to accept or reject any bid, to annul the bidding process and to reject all bids at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders.

For further information, please refer to:

JEANNY R. NABASCA  
BAC Secretariat  
ATI-RTC IX, Pres Corazon Aquino, Regional Center,  
Balintawak, Pagadian City  
E-mail: [rt9.dcc@ati.da.gov.ph](mailto:rt9.dcc@ati.da.gov.ph).



**BELLY JOY A. VILLAZORDA, MPM**  
BAC Chairperson

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

## 1. Scope of Bid

The Procuring Entity, **AGRICULTURAL TRAINING INSTITUTE-REGIONAL TRAINING CENTER IX** wishes to receive Bids for the **PROVISION OF CATERING SERVICES FOR THE VARIOUS ACTIVITIES/TRAININGS UNDER CFIDP IN ZAMBOANGA PENINSULA** under a Framework Agreement, with identification number **ITB# 07-2024-04-019**

The Procurement Project (referred to herein as “Project” is composed of two items, 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 **SIX HUNDRED FORTY-FIVE THOUSAND, SEVEN HUNDRED FIFTY PESOS ONLY (PHP 645,750.00)**
- 2.2. The source of funding is: a. NGA, the General Appropriations Act or Special Appropriations for Item No. I; Training Funds for Item No. II.

## 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. The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the estimated **largest ABC of a single training/conference as indicated in Framework Agreement List**

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

## **6. Origin of Goods**

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

## **7. Subcontracts**

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

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.
- 7.2. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

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

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

## **9. Clarification and Amendment of Bidding Documents**

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

## **10. Documents comprising the Bid: Eligibility and Technical Components**

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in Section VIII (Checklist of Technical and Financial Documents).
- 10.2. The Bidder's SLCC as indicated in ITB Clause 5.3 should have been completed within three 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.
- 11.5. Financial proposals for single or multi-year Framework Agreement shall be submitted before the deadline of submission of bids as prescribed in the **IB**. For multi-year Framework Agreement, evaluation of the financial proposal during this stage is for purposes of determining eligibility and whether or not such financial proposal is within the ABC.

## 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**.
- (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**.

12.2. For Framework Agreement, the following should also apply in addition to Clause 12.1:

- a. **For a single year Framework Agreement, the prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.**
- b. For a multi-year Framework Agreement, the prices quoted by the Bidder during submission of eligibility documents shall be the ceiling and the price quoted during mini-competition must not exceed the initial price offer. The price quoted during call for mini-competition shall be fixed during the Bidder's performance of that Purchase Order and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.

### 13. Bid and Payment Currencies

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

13.2 Payment of the contract price shall be made in:

- a. Philippine Pesos.

### 14. Bid Security

14.1 The Bidder shall submit a Bid Securing Declaration 2 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 within **One Hundred Twenty (120) Calendar Days**. 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

Number of copies of the Bid to be submitted:

Each Bidder shall submit one (1) copy original, and two (2) copies of the Technical Component and one (1) original, and two (2) copies of the Financial Component of its bids.

Failure of the Bidders to comply with the said request shall not be a ground for disqualification.



Failure to submit copies of the same documents mentioned above is not a ground for rejection or disqualification of the bid(s). However, bidders are strongly encouraged to submit the additional copies to facilitate objective and efficient examination of their bid(s).

## **16. Deadline for Submission of Bids**

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

## **17. Opening and Preliminary Examination of Bids**

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

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

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

## **18. Domestic Preference**

- 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. 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 that shall be awarded as one contract.

- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA

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

## **20. Post-Qualification**

- 20.1. 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, or in the case of multi-year Framework Agreement, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant, 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	For this purpose, contracts similar to the Project shall be: <ol style="list-style-type: none"> <li>a. Provision of Catering Services</li> <li>b. completed within three years prior to the deadline for the submission and receipt of bids.</li> </ol>
7.1	No further instruction.
12	The price of the Goods shall be quoted <b>ZAMBOANGA PENINSULA</b> 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: <ol style="list-style-type: none"> <li>a. The amount of not less than two percent (2%) of ABC or ₱12,915.00 if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than five percent (5%) of ABC or ₱ 32,287.50 if bid security is in Surety Bond.</li> </ol>
15	<p><b>"SEALING AND MARKING OF BIDS"</b></p> <p>Each Bidder shall submit <b>one (1) copy original, and two (2) copies of the Technical Component and one (1) original, and two (2) copies of the Financial Component</b> of its bids.</p> <p>Failure of the Bidders to comply with the said request shall not be a ground for disqualification.</p> <p>Failure to submit copies of the same documents mentioned above is not a ground for rejection or disqualification of the bid(s). However, bidders are strongly encouraged to submit the additional copies to facilitate objective and efficient examination of their bid(s).</p>
19.3	<b>PROVISION OF CATERING SERVICES FOR THE VARIOUS ACTIVITIES/TRAININGS UNDER CFIDP in the total amount of SIX HUNDRED FORTY-FIVE THOUSAND, SEVEN HUNDRED FIFTY PESOS ONLY (P 645,750.00)</b>
20.2	<ol style="list-style-type: none"> <li>1. Latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS)</li> <li>2. Sanitary permit (Sec. 14, Chapter III, PD 856 "The Code on Sanitation of the Philippines")</li> </ol>
21.2	No additional requirement.

## ***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. In the case of Framework Agreement, the Bidder may opt to furnish the **performance security** or a **Performance Securing Declaration** as defined under the Guidelines on the Use of Framework Agreement.

## 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 or Framework Agreement specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section 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	<p><b>Delivery and Documentation –</b></p> <p>a. Provision of Catering Services shall be made by the Supplier in accordance with the terms and conditions specified in Section VI. Schedule of Requirements.</p> <p>b. Where there is an increase or decrease in the number of participants, the End-user shall inform the Supplier on the second day of the training/seminar.</p> <p>c. Delivery/project site shall be in Zamboanga Peninsula</p> <p>d. The Catering Services Provider shall submit a complete menu at least one (1) week prior to implementation of the activity, and the list may be updated from time to time. The choice of set menu for each training/conference activity shall be with written notice or approval by the Procuring Entity’s authorized representative.</p> <p>e. Upon delivery of the Supplier of the food at the project site, the following documents shall be presented to the Procuring Entity, through the authorized representative:</p> <p style="padding-left: 40px;">i. Delivery Receipt</p> <p>f. For purposes of this Clause the Procuring Entity’s Representative at the Project Site is:</p> <p style="padding-left: 40px;">GLO ANNE N. DARUNDAY, MPM MPS-II/OIC-CDMSS, Chief</p> <p>Incidental Services – <i>Not applicable</i></p> <p>Transportation –</p> <p>The transport of food and equipment/tools needed for Catering Services to the Project Site shall be arranged by the Supplier, and their related costs shall be deemed included in the Contract Price.</p> <p>The Procuring Entity shall not be liable for the damage or spoilage of food and tools/equipment during transit.</p>
	<p>The Supplier shall likewise be responsible for the clean-up of Project Site and collection of its tools/equipment at no additional cost to the Procuring Entity.</p> <p><b>OTHER TERMS &amp; CONDITIONS OF CONTRACT:</b></p> <p>A. The Supplier shall provide the utensils, equipment and materials necessary for serving the foods required under the Contract.</p> <p>B. The Supplier must see to it that all the utensils, glasses, tools and equipment are clean and sterile.</p>

	<p>C. The Supplier shall provide its personnel with uniform, apron, headdress, gloves and mask.</p> <p>D. Any excess/leftover food of the catering services shall be turned over to the Procuring Entity at the end of each day.</p> <p>E. The Procuring Entity reserves the right to cancel or reschedule the delivery of catering services in cases of major institutional mandate/change, calamities, and force majeure upon formal notice to the Supplier at least two (2) days prior to the scheduled training/conference.</p> <p>F. The Procuring Entity reserves the right to substitute/reschedule trainings, and give a formal notice to the Supplier at least three (3) days prior to the schedule indicated in the Purchase Order.</p> <p>G. Any injury arising from the consumption of food, condiments or drinks served by the Catering Services Provider, shall be the sole liability of the Catering Services Provider.</p> <p>H. Any loss or damage to property incurred during the Catering Services Provider caused by its personnel either through negligence or otherwise, shall be borne by the Catering Services Provider.</p> <p>I. The Catering Services Provider shall be solely liable for any damages caused to third parties in the course of its operations, without prejudice to the right of the Procuring Entity to institute any action/s for any damages resulting therefrom.</p> <p>J. Sanctions for non-compliance with specifications/ requirements under the Contract committed by Supplier –</p> <ol style="list-style-type: none"> <li>1. Minor violations <ul style="list-style-type: none"> <li>• Delays in serving food for not more than 5 times during the entire duration of one (1) training/seminar, without any justifiable cause - Warning</li> <li>• Delays in serving food of more than 5 times during the entire duration of one (1) training, without any justifiable cause – Liquidated damages to be deducted from billing</li> <li>• Other minor violations – Warning; Immediate rectification</li> </ul> </li> <li>2. Major violations of contract requirements – Those that may endanger the health/safety of the persons consuming the goods. <ul style="list-style-type: none"> <li>• Rescission of contract with forfeiture of Performance Security, without prejudice to the filing of applicable case in court</li> </ul> </li> </ol>
2.2	<p>Partial payment is not allowed.</p> <p>After each training/conference completed, the Supplier is responsible for sending a billing statement complete with supporting documents to the Procuring Entity for processing of payment.</p>
4	<p>The inspections and tests that will be conducted are:</p>

	<p>a. Any or all of the following may be done:</p> <ul style="list-style-type: none"> <li>i. Food tasting on sampling basis to determine quality of food to be served;</li> <li>ii. Ocular inspection, or if necessary, random weighing of food, to determine quantity and completeness of food delivered in accordance with the approved menu, prior to serving;</li> <li>iii. Observation before, during and/or after the training schedule to check quality of service given by the Supplier. b. Survey among participants to determine level of satisfaction on the service provided by the Supplier.</li> </ul> <p>b. Survey among participants to determine level of satisfaction on the service provided by the Supplier.</p>
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## 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	Specification	Quantity (PAX)	Delivered Weeks/Months
1	3 meals and 2 snacks for 3 days <b>Note: July 10-12, 2024 in Zamboanga Sibugay</b>	35	Within specific date/time indicated in the Purchase Order
2	3 meals and 2 snacks for 3 days <b>Note: July 17-19, 2024 in Zamboanga del Sur</b>	35	
3	3 meals and 2 snacks for 3 days <b>Note: July 24-26, 2024 in Isabela City</b>	35	
4	3 meals and 2 snacks for 3 days <b>Note: August 7-9, 2024 in Zamboanga del Sur</b>	35	
5	3 meals and 2 snacks for 3 days <b>Note: August 14-16, 2024 in Zamboanga Sibugay</b>	35	
6	3 meals and 2 snacks for 3 days <b>Note: August 28-30, 2024 in Zamboanga del Norte</b>	35	
<b>Purpose: To be served on the following activities:</b>			
1. Training on Coconut-Farming System Batch 1 on July 10-12, 2024 in Zamboanga Sibugay			
2. Training on Coconut-Farming System Batch 2 on July 17-19, 2024 in Zamboanga del Sur			
3. Training on Coconut-Farming System Batch 3 on July 24-26, 2024 in Isabela City			
4. Training on Hybrid Coconut Nursery Establishment and Management Batch 1 on August 7-9, 2024 in Zamboanga del Sur			
5. Training on Hybrid Coconut Nursery Establishment and Management Batch 2 on August 14-16, 2024 in Zamboanga Sibugay			
6. Training on Production of Coconut Products and By-Products Batch 2 on August 28-30, 2024 in Zamboanga del Norte			

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Signature over Printed Name of  
Duly Authorized Representative

\_\_\_\_\_  
Date

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

# Technical Specifications

*[Under Statement of Compliance: Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. 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.]*

<b>TECHNICAL SPECIFICATIONS</b>			
Item/ Service	Maximum Quantity	Technical Specifications / Scope of Work	Statement of Compliance
1	35	<p><b>PROVISION OF CATERING SERVICES FOR THE VARIOUS ACTIVITIES/TRAININGS UNDER CFIDP IN ZAMBOANGA PENINSULA</b></p> <p>Requirements: For Catering:</p> <ol style="list-style-type: none"> <li>1. BREAKFAST o Buffet style o Three (3) main courses o Choice of iced tea, juice or soda o Soup o Dessert o Unlimited rice o Ready for serving at 6:30a.m.</li> <li>2. LUNCH o Buffet style o Three (3) main courses o Choice of iced tea, juice or soda o Soup o Dessert o Unlimited rice o Ready for serving at 11:45a.m.</li> <li>3. DINNER o Buffet style o Three (3) main courses o Choice of iced tea, juice or soda o Soup o Dessert o Unlimited rice o Ready for serving at 6:00 p.m.</li> <li>4. TWO (2) SNACKS o AM/PM heavy snacks o Choice of juice or soda o Ready for serving at 9:45am and 2:45pm</li> <li>5. Buffet style, skirted buffet tables</li> <li>6. Water dispensers with purified drinking water.</li> <li>7. Flowing coffee (available at entire duration of training/conference)</li> </ol>	

Other conditions:		Other conditions:  a. Flowing coffee should be made available during the entire training and accompanied by sugar and creamer.  b. Foods are fresh or newly cooked; and main courses are kept/served warm in chafing dish.	
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I hereby certify that the statement of compliance to the foregoing technical specifications are true and correct.

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Signature over Printed Name of  
Duly Authorized Representative

\_\_\_\_\_  
Date

# 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 **PROVISION OF CATERING SERVICES FOR THE VARIOUS ACTIVITIES/TRAINING CFIDP IN ZAMBOANGA PENINSULA** in conformity with the said PBDs for the sum of:

Item	Description	Maximum Quantity (Pax)	BID PER UNIT (Amount in figure)
1	3 meals and 2 snacks for 3 days <b>Note: July 10-12, 2024 in Zamboanga Sibugay</b>	35	
2	3 meals and 2 snacks for 3 days <b>Note: July 17-19, 2024 in Zamboanga del Sur</b>	35	
3	3 meals and 2 snacks for 3 days <b>Note: July 24-26, 2024 in Isabela City</b>	35	
4	3 meals and 2 snacks for 3 days <b>Note: August 7-9, 2024 in Zamboanga del Sur</b>	35	
5	3 meals and 2 snacks for 3 days <b>Note: August 14-16, 2024 in Zamboanga Sibugay</b>	35	
6	3 meals and 2 snacks for 3 days <b>Note: August 28-30, 2024 in Zamboanga del Norte</b>	35	

or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: [specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties], which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:



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

[Insert this paragraph if Foreign-Assisted Project with the Development Partner: Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of Agent	Amount and Purpose of Commission or gratuity
_____	_____
_____	_____
_____	_____

(if none, state "None")]

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

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

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

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

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

Name: \_\_\_\_\_ Legal capacity: \_\_\_\_\_ Signature: \_\_\_\_\_  
 \_\_\_\_\_ Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_ Date: \_\_\_\_\_

# Section VIII. Checklist of Technical and Financial Documents

## I. CONTENTS OF BID PROPOSAL

- ✓ One (1) sealed envelope marked “**ORIGINAL Technical & Financial Components**”
- ✓ One (1) sealed enveloped marked “**COPY-1 of Technical & Financial Components**”
- ✓ One (1) sealed enveloped marked “**COPY-1 of Technical & Financial Components**”

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

# **OTHER FORMS**

- I. Statement of Single Largest Completed Contract
- II. Statement of All On-Going Contracts
- III. Bid Securing Declaration
- IV. Omnibus Sworn Statement

## STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT

NAME OF CLIENT AND ADDRESS	NAME/ NATURE OF CONTRACT	KIND OF GOODS	CONTRACT PERIOD (DATE)		AMOUNT OF CONTRACT COMPLETED	DATE OF DELIVERY
			FROM	TO		

This is to certify that the \_\_\_\_\_ (Name of Bidder's company) has completed the Contract with details indicated above, within the last three (3) years.

\_\_\_\_\_  
SIGNATURE OVER PRINTED NAME  
(Authorized Representative)

\_\_\_\_\_  
Date

**Instructions:**

- (1) SLCC should have been completed within 3 years prior to deadline of submission of bid.
- (2) Attach copy of Contract and Certificate of Final Acceptance or similar document for private contract.

# STATEMENT OF ALL ON-GOING CONTRACT

This is to certify that the \_\_\_\_\_ (Name of Bidder's company) has the following on-going contracts:

NAME OF CLIENT AND ADDRESS	NAME/ NATURE OF CONTRACT	KIND OF GOODS SOLD	CONTRACT PERIOD (DATE)		AMOUNT OF CONTRACT COMPLETED	DATE OF DELIVERY	VALUING OF OUSTANDING CONTRACTS
			FROM	TO			

**A. Government Contracts**

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**B. Private Contracts**

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This is to certify that the \_\_\_\_\_ (Name of Bidder's company) has completed the Contract with details indicated above, within the last three (3) years.

\_\_\_\_\_  
SIGNATURE OVER PRINTED NAME  
(Authorized Representative)

\_\_\_\_\_  
Date

**Instructions:**

- (1) List ALL on-going contracts, including those awarded but not yet started. Use additional sheets when necessary.
- (2) If there are no on-going contract/s, indicate "NONE" or "NOT APPLICABLE".
- (3) Total Value of Outstanding Contracts should be consistent with amount used in the computation of NFCC.

**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**  
**Invitation to Bid: *[Insert Reference 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 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 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;
  - 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'S AUTHORIZED REPRESENTATIVE]*  
*[Insert Signatory's Legal Capacity]*  
Affiant

**SUBSCRIBED AND SWORN** to before me this \_\_\_ day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her *[insert type of government identification card used]*, with his/her photograph and signature appearing thereon, with no. \_\_\_\_\_ and his/her Community Tax Certificate No. \_\_\_\_\_ issued on \_\_\_ at \_\_\_\_\_.

Witness my hand and seal this \_\_\_ day of *[month]* *[year]*.

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. \_\_\_\_\_ *[date issued], [place issued]*

IBP No. \_\_\_\_\_ *[date issued], [place issued]*

Doc. No. \_\_\_\_\_

Page No. \_\_\_\_\_] Book No. \_\_\_\_\_ =

Series of \_\_\_\_\_



# Omnibus Sworn Statement(Revised)

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

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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;

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 following responsibilities as a Bidder:
  - a) Carefully examine all of the Bidding Documents;
  - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
  - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d) Inquire or secure 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.

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

**SUBSCRIBED AND SWORN** to before me this \_\_ day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her *[insert type of government identification card used]*, with his/her photograph and signature appearing thereon, with no. \_\_\_\_\_ and his/her Community Tax Certificate No. \_\_\_\_\_ issued on \_\_ at \_\_\_\_\_.

Witness my hand and seal this \_\_ day of *[month]* *[year]*.

NAME OF NOTARY PUBLIC  
Serial No. of Commission \_\_\_\_\_  
Notary Public for \_\_\_\_\_ until \_\_\_\_\_  
Roll of Attorneys No. \_\_\_\_\_  
PTR No. \_\_\_\_\_ *[date issued]*, *[place issued]*  
IBP No. \_\_\_\_\_ *[date issued]*, *[place issued]*

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Book No. \_\_\_\_\_  
Series of \_\_\_\_\_

Republic of the Philippines

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