



Republic of the Philippines
Professional Regulation Commission
Regional Office XIII
Butuan City

PHILIPPINE BIDDING DOCUMENTS

Lease of Office Space to be used as Confidential and Printing Room (CPR) for Licensure Examinations of PRC – Regional Office XIII for FY 2022- 2024

Project ID No. BUT2021-11-216

(Early Procurement Activity)

**Sixth Edition
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Table of Contents

Glossary of Acronyms, Terms, and Abbreviations	3
Section I. Invitation to Bid.....	6
Section II. Instructions to Bidders.....	10
1. Scope of Bid	11
2. Funding Information.....	11
3. Bidding Requirements	11
4. Corrupt, Fraudulent, Collusive, and Coercive Practices	11
5. Eligible Bidders.....	12
6. Origin of Goods	12
7. Subcontracts	12
8. Pre-Bid Conference	13
9. Clarification and Amendment of Bidding Documents	13
10. Documents comprising the Bid: Eligibility and Technical Components	13
11. Documents comprising the Bid: Financial Component	14
12. Bid Prices	14
13. Bid and Payment Currencies	15
14. Bid Security	15
15. Sealing and Marking of Bids	15
16. Deadline for Submission of Bids	16
17. Opening and Preliminary Examination of Bids	16
18. Domestic Preference	16
19. Detailed Evaluation and Comparison of Bids	16
20. Post-Qualification	17
21. Signing of the Contract	17
Section III. Bid Data Sheet	18
Section IV. General Conditions of Contract	22
1. Scope of Contract	23
2. Advance Payment and Terms of Payment	23
3. Performance Security	23
4. Inspection and Tests	23
5. Warranty	24
6. Liability of the Supplier	24
Section V. Special Conditions of Contract	25
Section VI. Schedule of Requirements	29
Section VII. Technical Specifications	33
Section VIII. Checklist of Technical and Financial Documents	34

Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid

Notes on the Invitation to Bid

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

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

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

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



Republic of the Philippines
Professional Regulation Commission
Regional Office XIII
Butuan City

INVITATION TO BID

**Lease of Office Space to be used as Confidential and Printing Room (CPR)
for Licensure Examinations of PRC – Regional Office XIII for FY 2022-2024**

(Early Procurement Activity)

1. The **Professional Regulation Commission - Regional Office XIII**, through the FY 2022 General Appropriations Act and Multi-Year Contractual Authority (MYCA) No. MYCA-BMB-B-21-0000058 dated October 13, 2021 intends to apply the sum of **Two Million Eight Hundred Eighty Thousand Pesos (PhP 2,880,000.00)** being the Approved Budget of the Contract as payment under the contract for the **Lease of Office Space to be used as Confidential and Printing Room (CPR) for Licensure Examinations of PRC – Regional Office XIII for FY 2022 – 2024** (Project ID No. BUT2021-11-216).

For the purpose of **early procurement** authorized under Section 7.6 of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184, the proposed budget under the FY 2022 National Expenditure Program shall be used as basis. Further, consistent with the requirement in the same Section 7.6, **no award of contract shall be made until the approval and effectivity of the FY 2022 General Appropriations Act.** The period for the performance of the obligations under the Contract shall not go beyond the validity of the corresponding appropriations for the Project. Bids received in excess of the ABC shall be automatically rejected at bid opening.

2. The **PRC - RO XIII** now invites bids for the above Procurement Project. Delivery of the Goods is required by January 2022 - December 2024. Bidders should have completed, within **three (3) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

4. Prospective Bidders may obtain further information from **PRC - RO XIII Bids and Awards Committee (BAC) Secretariat** through the contact details given below and

inspect the Bidding Documents as posted on the websites of the PRC and the Philippine Government Electronic Procurement System (PhilGEPS).

5. A complete set of Bidding Documents may be acquired by interested Bidders on **November 15, 2021** from the given address and website(s) below 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 (PhP 5,000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees upon presentation of official receipt in person, by facsimile, or through electronic means.
6. The **PRC - RO XIII** will hold a Pre-Bid Conference¹ on **November 22, 2021 at 3:00 p.m.** at PRC XIII 3F South Wing Robinsons Place Butuan, J.C. Aquino Avenue, Butuan City which shall be open to prospective bidders.

To reduce the risks and hazards of community transmission of COVID-19, the PRC -RO XIII BAC shall conduct meetings and conferences via video-conferencing until further notice, or until such time that the state of calamity, or implementation of community quarantine or similar government restrictions shall have been lifted by the proper government authorities.

The prospective bidders are advised to register in advance in the BAC waiting room, https://us02web.zoom.us/meeting/register/tZMud-6oqjkvGdeoUh_SsH1KTBhnPPu0RfI4 and wait for further advice to join the BAC meeting room, the link of which shall be provided to the prospective bidders before the start of the Pre-bid Conference.

7. Bids must be duly received by the BAC Secretariat or the PRC RO XIII Records Officer through manual submission at the office address indicated below on or before **December 6, 2021 @ 2:00 p.m.** Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **December 6, 2021, 3:00 p.m.**, at the given address below and via video conferencing. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity. Authorized attendees, including representatives of bidders, who are physically present at the PRC Regional Office, 3F Robinsons Place Butuan, Butuan City shall likewise join the meeting via videoconferencing.

Bidders are advised to first log in the BAC waiting room, <https://us02web.zoom.us/join/9168760000?pwd=ZUJkdzRlTGdScEYwZWVlc0o0eDZldjZkdj09>, and wait for further advice to join the BAC meeting room, the link of which shall be provided to the bidders before the start of bid opening.

10. The **PRC - RO XIII** 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.

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

11. For further information, please refer to:

PRC RO XIII BAC Secretariat

Finance and Administrative Division

PRC Regional Office XIII

3F South Wing, Robinsons Place Butuan,

J.C. Aquino Avenue, Butuan City

Contact Nos.: (085)815-0915 or 0927-345-2593

Email add: ro13.fad@prc.gov.ph

12. You may visit the website: www.prc.gov.ph for downloading of Bidding Documents

November 15, 2021


CHERYLL P. ELCIANO
Chairperson, Bids and Awards Committee

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

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

1. Scope of Bid

The Procuring Entity wishes to receive Bids for the **Lease of Office Space to be used as Confidential and Printing Room (CPR) for Licensure Examinations of PRC – Regional Office XIII for FY 2022 – 2024 (Early Procurement Activity)** with identification number *BUT2021-11-216*.

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 FYs 2022 and 2023 in the amount of **Two Million Eight Hundred Eighty Pesos (P2,880,000.00)**. The period for the performance of the obligations under the Contract shall not go beyond the validity of the corresponding appropriations for the Project.

2.2. The source of funding is the FY 2022 General Appropriations Act and through Multi-Year Contractual Authority No. **MYCA-BMB-B-21-0000058**. For the purpose of early procurement authorized under Section 7.6 of the 2016 Revised IRR of RA No. 9184, the proposed budget under the FY 2022 National Expenditure Program shall be used as basis.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
 - i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
 - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - iii. When the Goods sought to be procured are not available from local suppliers; or
 - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
 - a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

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

8. Pre-Bid Conference

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

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within three (3) years prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines.

Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in e.
 - b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.

- ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

13. Bid and Payment Currencies

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration² or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid for *120 calendar days*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 14.3. In the case of Framework Agreement, other than the grounds for forfeiture under the 2016 revised IRR, the bid security may also be forfeited if the successful bidder fails to sign the Framework Agreement, or fails to furnish the performance security or performance securing declaration. Without prejudice on its forfeiture, bid securities shall be returned only after the posting of performance security or performance securing declaration, as the case may be, by the winning Bidder or compliant Bidders and the signing of the Framework Agreement.

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

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

must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.

- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

- 19.4. The Project shall be awarded as follows:

Option 1 – One Project having several items that shall be awarded as one contract.

- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

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

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

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

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

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. refer to rental of property or office space. b. have completed within three (3) years prior to the deadline for the submission and receipt of bids.
7	Subcontracting is not allowed.
10.1	<p>Notarization of the required documents shall comply with the 2004 Rules on Notarial Practice which limits competent evidence of identity to the following:</p> <p>(i) identification documents issued by an official agency bearing the photograph and signature of the individual (i.e., passport, driver's license, Unified Multi-Purpose ID, etc.); and</p> <p>(ii) the oath of affirmation of one credible witness not privy to the instrument, document or transaction who is personally known to the notary public and who personally knows the individual and shows to the notary public documentary identification.</p> <p>In the interest of safeguarding the public's health in view of the COVID-19 pandemic, notarization of the required documents is allowed through videoconferencing in cases where the notary public holds office in an area under community quarantine in accordance with the Supreme Court issuance on interim rules on notarization of documents, SC A.M. No. 20-07-04-SC (2020 Interim Rules on Remote Notarization of Paper Documents).</p> <p>In case of Unnotarized Omnibus Sworn Statement, it shall be accepted, provided that the notarized Omnibus Sworn Statement shall be submitted after award of contract but before payment in accordance with item 6.3 of GPPB Resolution No. 09-2020.</p>
12	The price of the Goods shall be quoted DDP Butuan City, Philippines or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> a. The amount of not less than PhP 57,600.00 or equivalent to 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 PhP 144,000.00 or equivalent to five percent (5%) of ABC, if bid security is in Surety Bond.
15	Bidders shall enclose their eligibility and technical documents described in Section II. Instructions to Bidders (ITB) Clause 10 in one sealed envelope

	<p>marked “TECHNICAL COMPONENT”, and their financial component described in ITB Clause 11 in another sealed envelope marked “FINANCIAL COMPONENT”, sealing them all in an outer envelope marked “BID”.</p> <p>Further, all envelopes shall:</p> <ul style="list-style-type: none"> a) contain the name of the contract to be bid in capital letters; b) bear the name and address of the Bidder in capital letters; c) be addressed to the Procuring Entity’s BAC in accordance with Section I. Invitation to Bid Clause 9; d) bear the specific identification of the Project indicated in ITB Clause 1; and e) bear a warning “DO NOT OPEN BEFORE...” the date and time for the opening of bids, in accordance with the aforementioned date and time. <p>Please be reminded that pursuant to Section 25.9 of the 2016 Revised IRR of RA No. 9184, unsealed or unmarked bid envelopes shall be rejected. However, bid envelopes that are not properly sealed and marked, as required in the Bidding Documents, shall be accepted, provided that the bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The BAC shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked bid, or for its premature opening.</p>
19.3	<p>The computation of a prospective bidder’s NFCC must be at least equal to the ABC to be bid, pursuant to Section 23.4.1.4 of the 2016 Revised IRR of RA No. 9184.</p>
20	<p>The bidder with the Lowest Calculated Bid shall submit ALL of the following post-qualification requirements:</p> <ul style="list-style-type: none"> 1. Photocopy of Single Largest Completed Contract or Purchase Order 2. The corresponding proof of completion, which could either be: <ul style="list-style-type: none"> i. Certificate of Final Acceptance/Completion from the bidder’s client/; or ii. Official Receipt or Sales Invoice of the bidder covering the full amount of the contract 3. Latest Income and Business Tax Returns, filed and paid through the Electronic Filing and Payments System (EFPS), consisting of the following: <ul style="list-style-type: none"> i. 2020 Income Tax Return with proof of payment; and ii. VAT Returns (Form 2550M and 2550Q) or Percentage Tax Returns (2551M) with proof of payment covering the months from April 2021 to September 2021 <p>* Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the bidder for award: Provided, that in the event that a finding against the veracity of any of the 20 documents submitted is made, it shall cause the forfeiture of the Bid Security in accordance with Section 69 of the 2016 Revised IRR of RA No. 9184.</p>

	<p>**In case the PhilGEPS Platinum Certificate of Registration is not available during bid submission, it shall be submitted as a post-qualification requirement, in accordance with Section 34.2 of the 2016 Revised IRR of RA No. 9184.</p> <p>*** In case the valid Mayor's Permit is not available during bid submission; it shall be submitted after award of contract but before payment in accordance with item 6.2 of GPPB Resolution No. 09-2020.</p> <p>**** In case the notice for the submission of post-qualification documents is sent via the bidder's email, it shall be considered as received by the bidder on the date and time the email was sent, whether or not the bidder acknowledged the said email. It shall be the bidder's responsibility to check its/his/her email for the purpose.</p>
21.2	No further instructions.

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

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

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

Any complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract.

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

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

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

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

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

Special Conditions of Contract

GCC Clause	
	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>“The delivery terms applicable to this Contract are DDP delivered Butuan City. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <i>Mr. Julius M. Nuñez</i>.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ul style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
	<ul style="list-style-type: none"> e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods. <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p>

	<p>Transportation –</p> <p>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.</p> <p>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.</p>
	<p>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.</p> <p>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.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<p>Payment schedule shall be in accordance with item 3.0 of Annex “A” (Detailed Technical Specifications).</p> <p>In order to proceed with the payment process, the bidder must submit the following documents in case they were not submitted during the deadline for the submission of bidding documents/post-qualification stage/contract signing stage, as applicable:</p> <ul style="list-style-type: none"> a. Renewed Mayor’s/Business Permit in lieu of the submitted expired permit; b. Notarized Omnibus Sworn Statement in lieu of the submitted unnotarized Omnibus Sworn Statement; and

	c. Notarized Performance Securing Declaration (PSD) or any form of Performance Security, as stated in Section 39 of the 2016 Revised IRR of RA No. 9184, in lieu of the unnotarized PSD.
3	<p>In accordance with item 6.4 of GPPB Resolution No. 09-2020, a Performance Securing Declaration (PSD) shall be accepted in lieu of a performance security to guarantee the winning bidder's faithful performance of obligations under the contract, subject to the following:</p> <p>a. Similar to the PSD used in Framework Agreement, such declaration shall state, among others, that the winning bidder shall be blacklisted from being qualified to participate in any government procurement activity for 28 one (1) year, in case of first offense or two (2) years, if with prior similar offense, in the event it violates any of the conditions stated in the contract;</p> <p>b. An unnotarized PSD may be accepted, subject to submission of a notarized PSD before payment, unless the same is replaced with a performance security in the prescribed form, as stated below; and</p> <p>c. The end-user may require the winning bidder to replace the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 Revised IRR of RA No. 9184 upon lifting of the State of the Calamity, or community quarantine or similar restriction, as the case may be.</p>
4	The inspection and approval as to the acceptability of the Goods vis-à-vis its compliance with the technical specifications will be done with prior written notice to the authorized representative of the Supplier. The inspection will push through as scheduled even in the absence of the Supplier's representative, if the latter was duly notified. In which case, the result of the inspection conducted by the Procuring Entity shall be final and binding upon the Supplier.

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 #	Description	Total Quantity	Delivered, Weeks/Months
1.	Office Space for lease with at least 120 sq.m. floor area	One (1)	Upon Post Qualification

I hereby certify to comply and deliver all the above Requirements.

Name of Company/Bidder Signature Over Printed Name of Representative Date

Section VII. Technical Specifications

Bidders must state here either “Comply” or any equivalent term in the column “Bidder’s Statement of Compliance” against each of the individual parameters of each “Specification.”

Item #	Specifications	Bidders Statement of Compliance
1.	Lease of Office Space to be used as Confidential and Printing Room (CPR) for Licensure Examinations of PRC – Regional Office XIII for FY 2022-2024 (see attached Annex “A” – Detailed technical Specifications	

I hereby certify to comply with all the above Technical Specifications.

Name of Company/Bidder Signature Over Printed Name of Representative Date

TERMS AND CONDITIONS

1. All prices quoted herein are valid, binding and effective for the entire bidding process.
2. All quotations shall be in accordance with the **Approved Budget of the Contract** and quotations exceeding the Approved Budget of the Contract shall be automatically rejected.
3. Price quotation/s to be denominated in Philippine peso shall be inclusive of all taxes, duties, and/or levies payable.
4. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents.
5. It shall be the sole responsibility of the Bidder to determine and to satisfy itself by such means as it considers necessary or desirable as to all matters pertaining to the contract to be bid, including: (a) the location and the nature of this Project; (b) building specifications; (c) work/floor area; and (d) other factors that may affect the cost, duration, and execution or implementation of this project.
6. The PRC Regional Office XIII shall not assume any responsibility regarding erroneous interpretations or conclusions by the prospective or eligible bidder out of the data furnished by the procuring entity.
7. The Bidder shall bear all costs associated with the preparation and submission of the bid, and the PRC Regional Office XIII will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
8. Any erasure or overwriting found in the quotation shall be valid only if they are properly signed by the owner or his duly authorized representative/s.
9. Before submitting their bids, the Bidder is deemed to have become familiar with all existing laws, decrees, ordinances, acts and regulations of the Philippines which may affect this procurement in any way.
10. The Bidder should note that the PRC Regional Office XIII will accept bids only from those that have paid the non-refundable fee for the Bidding Documents at the office indicated in the Invitation to Bid.
11. Award of contract shall be made to the lowest quotation which complies with the minimum technical specifications and other terms and conditions stated herein.

12. SPECIFICATIONS

I. Location and Site Construction

- The property is accessible by the public transport.
- The property has relatively flat topography.
- The property has adequate and properly installed drainage system.
- The property has sufficient parking space for use of the PRC Regional Office XIII employees and staff.
- The property's classification is for mix-use (office, commercial, institutional).
- The property is within close proximity with Robinsons Place Butuan which houses the PRC Regional Office XIII and prospective testing center.
- The property has alternate roads for easy transport of equipment and materials.

II. Neighborhood and Data

- The approved budget for the contract for the lease of office space is **Php 2,880,000.00 or 960,000.00 per year (VAT inclusive)**. The rental includes but not limited to common area maintenance for hallway, lobby, stairs, parking area and their illumination, and its corresponding operating costs.
- The property is located in a sanitary and healthy environment.
- The property is not located in an area where there could be adverse influence to its usage, i.e., pubs and bars, cockpits and others.
- The property's highest and best use is for an office-commercial building.
- The property is within close proximity to Police Community Precinct (PCP) or police outpost, fire station, and other establishments such as eateries/cafeterias/restaurants.
- The property is located within reasonable distance from financial institutions, government centers and commercial areas.

III. Real Property/Building Specifications

- The building is structurally safe (with Certificate of Occupancy issued from the office of the Building Official).
- The office space offered shall be situated either on the first or second floor for ease of access and safety.
- The building's leasable spaces are functional with proper lighting and ventilation.
- The building is properly maintained with complete facilities installed.
- The building's overall façade and architectural design is appropriate for an office building.
- The property has an available floor area of at least **one hundred twenty square meters (120 sq. m.)** for lease.

- The necessary improvements and installations to meet the minimum requirements of the PRC Regional Office XIII shall be undertaken by the lessee, the cost of which shall be charged to the lessee's account.
- The building has facilities for:
 - Water supply
 - Power supply
 - Fire/emergency exits
 - Fire-fighting equipment (common area)
 - Emergency lights (common area)
- The building should be ready for the installation of telephone lines, internet connections and building security system (CCTV Cameras).
- The building should allot space for the provision of air conditioning system and generator set.
- The working area includes tiled floor, durable door with handle and functional toilet and lavatory with adequate water supply.

13. Terms of Lease. The lease of the space premise shall be for a period of three (3) years with fixed monthly rental inclusive of VAT.

14. Rental. Payment of the lease shall be made monthly, within fifteen (15) days of each calendar month through CHECK/Advice to Debit Account (ADA)/CASH, as applicable.

15. The PRC Regional Office XIII shall have the right to terminate this Agreement if the **AWARDEE** is willfully violating any of the material conditions, stipulations and covenants of this Agreement.

16. All provisions stipulated in the bidding documents that are vague or issues deemed excluded in the bidding documents shall be communicated to the PRC Regional Office XIII BAC before the deadline of submission of bidding documents, for resolution subject to the provisions of the revised IRR of RA 9184, as reference law and guidelines.

17. Unresolved issues or questions that will surface in the course of this procurement will be referred to the IRR of RA 9184 and other pertinent laws and regulations.

Reservation Clause

For transparency and pursuant to Section 41 of RA 9184 and its IRR, the Procuring Entity (PE) reserves the right to reject documents which do not comply with the requirement, waive any formalities of documents or consider any submission of documents as substantial compliance, reject any and all bids, declare failure of bidding and not to award the contract without incurring any liability to the affected bidder/s if the funds/allotment for the project has been withheld or reduced through no fault of its own.

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

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

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

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

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- ☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
or
- ☐ (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,
and
- ☐ (c) Mayor’s or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
and
- ☐ (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

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

Financial Documents

- ☐ (j) The Supplier’s audited financial statements, showing, among others, the Supplier’s total and current assets and liabilities, stamped “received” by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
- ☐ (k) The prospective bidder’s computation of Net Financial Contracting Capacity (NFCC);

or

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

Class “B” Documents

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

or

duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

II. FINANCIAL COMPONENT ENVELOPE

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

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

- ☐ (o) *[For foreign bidders claiming by reason of their country’s extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
☐ (p) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

BID FORM

Date: _____
 Project Identification No. : _____

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

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

<i>Particulars</i>	<i>Year</i>	<i>Amount</i>
Lease of Office Space to be used as Confidential and Printing Room (CPR) for Licensure Examinations of PRC – Regional Office XIII for FY 2022-2024	2022	
	2023	
	2024	
<i>Total</i>		

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 agent Currency Commission or gratuity

(if none, state "None") /

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

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

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

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

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

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

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

AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of ____, 20__ at _____, Philippines.

*[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 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]

***Statement of all Ongoing Government and Private Contracts Including
Contracts Awarded but not yet Started***

[shall be submitted with the Bid]

Business Name: _____

Business Address: _____

Name of Client/Contact Person/Contact Number/Contact Email Address	Date of the Contract	Title of the Contract / Name of the Project	Kinds of Goods	Total Amount of Contract	Value of Outstanding Contract	Date of Delivery
<u>Government</u>						
<u>Private</u>						

Submitted by: _____

(Printed Name and Signature)

Designation: _____

Date: _____

Instructions:

- i. State ALL ongoing contracts including those awarded but not yet started (government [including the DBM] and private contracts which may be similar or not similar to the project being bidded).
- ii. If there is no ongoing contract including those awarded but not yet started as of the aforementioned period, state none or equivalent term.
- iii. The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC).

Statement of Single Largest Contracts which is Similar in Nature

[shall be submitted with the Bid]

Business Name: _____

Business Address: _____

Name of Client/Contact Person/Contact Number/Contact Email Address	Date of the Contract	Title of the Contract / Name of the Project	Kinds of Goods	Amount of Contract	Date of Acceptance	End User's Acceptance or Official Receipt(s) Issued for the Contract

Submitted by: _____

(Printed Name and Signature)

Designation: _____

Date: _____

Instructions:

- a. Pursuant to Section 23.4.1.3 of the 2016 Revised IRR of RA No. 9184, the Bidder shall have an SLCC that is similar to the Project, and whose value, adjusted to current prices using the PSA's CPI, must be equivalent to at least fifty percent (50%) of the ABC to be bid.
- b. The SLCC should have been completed (i.e., accepted) within the period of **three (3) years**.
- c. The similar contract for this Project shall refer to rental of photocopying machines.

* Date of Acceptance shall mean the date when the items delivered have **satisfactorily met** the requirements of the procuring entity, as evidenced by either a Certificate of Final Acceptance/Completion from the bidder's client, or an Official Receipt or a Sales Invoice (to be submitted during post-qualification).

NET FINANCIAL CONTRACTING CAPACITY (NFCC)

- A. Summary of the Applicant Supplier's/Distributor's/Manufacturer's assets and liabilities on the basis of the attached income tax return and audited financial statement, stamped "RECEIVED" by the Bureau of Internal Revenue or BIR authorized collecting agent, for the immediately preceding year and a certified copy of Schedule of Fixed Assets particularly the list of construction equipment.

		Year 2020
1.	Total Assets	
2.	Current Assets	
3.	Total Liabilities	
4.	Current Liabilities	
5.	Net Worth (1-3)	
6.	Net Working Capital (2- 4)	

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

NFCC = (current asset – current liabilities) (15) minus the value of all outstanding works under ongoing contracts including awarded contracts yet to be started

NFCC = P _____

The values of the domestic bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements (AFS) submitted to the BIR.

Submitted by:

Name of Supplier / Distributor / Manufacturer

Signature of Authorized Representative
Date : _____

NOTE:

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

Republic of the Philippines



Government Procurement Policy Board