



Republic of the Philippines  
**Department of Education**  
Cordillera Administrative Region  
**SCHOOLS DIVISION OF BAGUIO CITY**

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**REQUEST FOR QUOTATION**  
**(Negotiated Procurement-Two Failed Biddings)**

Supplier:  
Address:  
Telephone No.:  
e-Mail:  
Date received by the Supplier:

Requesting Unit: SGOD  
Reference No.: ITB 022 s. 2024  
Quotation No.: 2024-10-261  
Date: October 14, 2024

The *Department of Education, Schools Division of Baguio City* through the **Learner Support Program Fund** intends to apply the sum of **Three Million Six Hundred Eighteen Thousand Eight Hundred Pesos Only (₱ 3,618,800.00)** being the ABC to payments under the contract for the **Procurement of Board and Lodging with Meals and Snacks and Use of Function Hall/s**.

The procurement of the project will be conducted through **Negotiated Procurement (Two Failed Biddings)**, an Alternative Method of Procurement, in accordance with the 2016 Revised Implementing Rules and Regulations of Republic Act No, 9184.


The selection of the successful offer shall be based on the best and final offer that will be submitted on the set deadline to the BAC and which would meet the minimum technical specifications required.

The *Department of Education, Schools Division of Baguio City*, #82 Military Cut-Off **Baguio City** will hold a Negotiation Meeting on October 18 at 10:00 AM at the **Schools Division of Baguio City, Conference Hall**.

Your company is hereby invited to submit two (2) copies of the quotation/proposals (one original and one copy) in sealed envelopes, labeled as "**Negotiated Procurement for Two Failed Biddings-Procurement of Board and Lodging with Meals and Snacks and Use of Function Hall/s**" which must be duly received by the BAC Secretariat through manual submission at the Department of Education, Schools Division of Baguio City, #82 Military Cut Off, Baguio City on or before 10:00 am of **October 21, 2024**. Late submission shall not be accepted.

(on leave)  
**CARMEL F. MERIS**  
Chairperson, Bids and Awards Committee

For the BAC Chairperson

  
**NIÑO M. TIBANGAY**  
BAC Vice Chairperson

## REQUIREMENTS:

### I. A. Eligibility and Technical Documents:

- a. Valid PhilGEPS Registration Certificate (**Platinum Membership**), including Annex/es
- b. Statement of Bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid. For this purpose, the definition of similar contracts shall refer to Hotels or Inns which shall be completed within the last five (5) years prior to the date of submission of the best and final offer.
- c. Bid security **in any of the following form** as prescribed under the 2106 revised IRR of RA 9814:
  - i. In case of cash, Manager's Check, Bank Guarantee (2% of the ABC or PhP72,376.00)
  - ii. In case of Surety Bond, submit also a certification issued by the Insurance Commission or Original Copy of Notarized Bid Securing Declaration (5% of the ABC or PhP180,940.00)
  - iii. Bid Securing Declaration
- d. Conformity with the Schedule of Requirement (Annex "A")
- e. Conformity with the Technical Specification (Annex "B")
- f. Notarized Omnibus sworn Statement (OSS) supported with Notarized Secretary's Certificate in case of a corporation or cooperative; in case of partnership or single proprietorship, the bidder shall submit Special Power of Attorney executed by the partners or single proprietorship; whichever is applicable.

In case of Joint Venture, Special Power of Attorney shall be submitted by all members of the joint venture giving full power and authority to its officers to sign the OSS and do acts to represent the Bidder.

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

### B. Financial Documents

- h. Bid Form
- i. Price Schedule

2. The Special Conditions of the contract (Annex "C") shall form part of the contract. Other conditions of the contract shall be governed by the implementation of the rules and regulations of RA 9184 and other related and applicable laws.

### Note:

**✓ Submit RFO together with the requirements in 2 sealed envelopes (one original and one copy)**

- ✓ All entries must be typewritten or legibly written.
- ✓ Delivery period within the price schedule



Lot	Specification	Pax
Lot 1	Board and Lodging with Meals and Snacks and Use of Function Hall/s	
	<u>December 1, 2024</u> PM Snack & Dinner Lodging	46 37
	<u>December 2, 2024</u> Breakfast AM Snack Lunch PM Snack Dinner Lodging	37 46 49 457 457 451
	<u>December 3, 2024</u> Breakfast AM Snack Lunch PM Snack Dinner Lodging	451 460 460 460 460 451
	<u>December 4, 2024</u> Breakfast AM Snack Lunch PM Snack Dinner Lodging	451 460 460 460 460 451
	<u>December 5, 2024</u> Breakfast AM Snack Lunch PM Snack Dinner Lodging	451 460 460 460 460 451
	<u>December 6, 2024</u> Breakfast AM Snack Lunch PM Snack Dinner Lodging	451 460 46 46 37 37
	<u>December 7, 2024</u> Breakfast AM Snack	37 37

**ROOM SPECIFICATIONS:**

\*Standard check-in time: 3:00PM, check-out time: 12:00 Noon.

\*December 1-2, 2024

-Quad Sharing (2 double beds, 4 pax); 10 rooms x 1 night

\*December 2-5, 2024

-Quad Sharing (2 double beds, 4 pax); 113 rooms x 4 nights

Lot	Specification	Pax
	<p>*December 2-5, 2024            -VIP/Suite Room (king size bed); 3 rooms x 3 nights</p> <p>*December 3-5, 2024            -VIP/Suite Room (king size bed): 3 rooms x 2 nights</p> <p>*December 6-7, 2024            -Quad Sharing (2 double beds, 4 pax); 10 rooms x 1 night</p> <p>*Air-conditioned Room: Bathroom with Hot Shower</p> <p>*With individual towels per pax, shampoo, toothbrush, toothpaste, tissue and soap, service bottled water to be refilled everyday</p> <p>*With internet / wi-fi access; (at least 200 mbps)</p> <p>*Spacious and secured car parking spaces for at least 15-20 vehicles</p> <p><b>FUNCTION HALL:</b></p> <p>*Sound System will be <b>set-up/installed by the outside supplier before the event</b> on (Dec.1,2024)</p> <p>* Sound System will be <b>packed-up by the outside supplier after the event</b> on (Dec.6,2024 evening)</p> <p><b>Sound System Specifications to be installed:</b></p> <p><b><u>SPECIFICATIONS:</u></b></p> <p><b><u>SOUND SYSTEM:</u></b></p> <p>*Front of Speakers (4 Unit Line Array Speakers)</p> <p>*Sub Speaker (2 dual 18 sub speakers)</p> <p>*Monitor Speakers (2)</p> <p>*Mixing Console (w/ digital mixer, equalizer compressor limiter and real time audio analyzer)</p> <p>*Microphones and Microphone Stands (4 Wireless Microphones, 4 microphone stands)</p> <p>*Laptop, Extension wires, signal wires/adoptors</p> <p><b><u>LIGHTINGS AND EFFECTS:</u></b></p> <p>* 32 units PAR LED Lights</p> <p>*4 Units Autolight</p> <p>*4 Units Beam Moving Head</p> <p>*2 Light Stand</p> <p>*1Light controller</p> <p>*2 Smoke Machine</p> <p>*1 Haze Machine</p> <p><b><u>LED WALL:</u></b></p> <p>* 1 set of 9x12 ledwalls</p> <p>*1 Video Maker</p> <p>*1 Sending Box</p> <p>*1 Video Processor</p> <p>* Laptop for playback</p> <p><b>NOTE: to be provided by the Hotel</b></p> <p>*Availability of 3 wireless microphones, speakers, 3 projectors w/ white screen for backup purposes only.</p> <p>*Set up of 39-40 Round table for 12 pax only per table</p> <p>*Set up of separate 3-4 round tables for VIPs and TWGs area for eating</p> <p>* With internet / wi-fi access; (atleast 200 mbps)</p> <p>*Areas for the 4 managed/assisted buffets, drinks and condiments</p> <p>*Set-up of 4 rectangular tables before the entrance of the hall for registration/attendance purposes</p> <p>*Visible Set-up of 1-2 rectangular table for Medical Team</p> <p>*Availability of 3 function halls good for 50-60 pax each function hall for the breakout sessions; set up of tables and chairs w/ atleast 2 projectors and 2 microphones and speakers (final date to be identified on November 5, 2024 to when the other function halls will be utilized)</p>	

Lot	Specification	Pax
	<p>*Visibility of staffs for assistance in any matter/s needed in the venue.</p> <p><b>FOOD SPECIFICATIONS:</b></p> <p>**During the Post-Qualification, the supplier must provide a sampler of serving size and food tasting for the activity.</p> <p>**Overflowing Brewed and Coffee and Drinking Water</p> <p>**Set-up of 4-5 managed/assisted buffets w/ 3 servers per area.</p> <p>**Area for Overflowing condiments</p> <p>**Separate area/table for drinks and dessert (to avoid overcrowding)</p> <p>**Area for halal only for December 2-6, 2024 for Muslim participants (<i>pax who will avail the halal will be identified 2 weeks before the activity</i>)</p> <p>**Separate area/table &amp; Food must be served for the VIPs-3, Speakers-3, and TWGs-35.</p> <p><b>**FOR BREAKFAST:</b> 2 viands, rice, egg, fruit, bread and coffee. (<i>preferably Filipino breakfast meals</i>)</p> <p><b>**FOR AM and PM Snacks:</b> Freshly cooked products (preferably Filipino snacks, ie: turon, spaghetti, suman/biko, bilo-bilo, champorado, etc.)</p> <p><b>**FOR LUNCH and DINNER:</b> 3 main dishes, vegetable and 2 meat (choices of chicken, pork, beef, seafood) drinks (refreshments, no carbonated drinks)</p> <p><b>NOTE:</b> free-flowing drinking water, brewed coffee (creamer, brown sugar)</p> <p><b>Halal food for Muslim Participants. If Halal food is not available, a vegetarian meal, seafood, fish, chickens and beef is recommended</b></p>	

After having carefully read and accepted your General Conditions, I/We quote you on the item at prices noted above.

\_\_\_\_\_  
Signature over Printed Name

\_\_\_\_\_  
Tin

\_\_\_\_\_  
Date/Telephone No.



## *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.

Lot	Specification	Pax	Delivery Period
Lot 1	Board and Lodging with Meals and Snacks and Use of Function Hall/s		
	PM Snack & Dinner	46	<u>December 1, 2024</u>
	Lodging	37	
	Breakfast	37	<u>December 2, 2024</u>
	AM Snack	46	
	Lunch	49	
	PM Snack	457	
	Dinner	457	
	Lodging	451	
	Breakfast	451	<u>December 3, 2024</u>
	AM Snack	460	
	Lunch	460	
	PM Snack	460	
	Dinner	460	
	Lodging	451	
	Breakfast	451	<u>December 4, 2024</u>
	AM Snack	460	
	Lunch	460	
	PM Snack	460	
	Dinner	460	
	Lodging	451	
	Breakfast	451	<u>December 5, 2024</u>
	AM Snack	460	
	Lunch	460	
	PM Snack	460	
	Dinner	460	
	Lodging	451	
	Breakfast	451	<u>December 6, 2024</u>
	AM Snack	460	
	Lunch	46	
	PM Snack	46	
	Dinner	37	
	Lodging	37	
	Breakfast	37	<u>December 7, 2024</u>
	AM Snack	37	
	<b>ROOM SPECIFICATIONS:</b> *Standard check-in time: 3:00PM, check-out time: 12:00 Noon. *December 1-2, 2024		

Lot	Specification	Pax	Delivery Period
	<p>-Quad Sharing (2 double beds, 4 pax); 10 rooms x 1 night  *December 2-5, 2024</p> <p>-Quad Sharing (2 double beds, 4 pax); 113 rooms x 4 nights  *December 2-5, 2024</p> <p>-VIP/Suite Room (king size bed); 3 rooms x 3 nights  *December 3-5, 2024</p> <p>-VIP/Suite Room (king size bed): 3 rooms x 2 nights  *December 6-7, 2024</p> <p>-Quad Sharing (2 double beds, 4 pax); 10 rooms x 1 night  *Air-conditioned Room: Bathroom with Hot Shower  *With individual towels per pax, shampoo, toothbrush, toothpaste, tissue and soap, service bottled water to be refilled everyday  *With internet / wi-fi access; (at least 200 mbps)  *Spacious and secured car parking spaces for at least 15-20 vehicles</p> <p><b>FUNCTION HALL:</b>  *Sound System will be <b>set-up/installed by the outside supplier before the event</b> on (Dec.1,2024)  * Sound System will be <b>packed-up by the outside supplier after the event</b> on (Dec.6,2024 evening)  <b>Sound System Specifications to be installed:</b>  <b><u>SPECIFICATIONS:</u></b>  <u>SOUND SYSTEM:</u>  *Front of Speakers (4 Unit Line Array Speakers)  *Sub Speaker (2 dual 18 sub speakers)  *Monitor Speakers (2)  *Mixing Console (w/ digital mixer, equalizer compressor limiter and real time audio analyzer)  *Microphones and Microphone Stands (4 Wireless Microphones, 4 microphone stands)  *Laptop, Extension wires, signal wires/adoptors  <u>LIGHTINGS AND EFFECTS:</u>  * 32 units PAR LED Lights  *4 Units Autolight  *4 Units Beam Moving Head  *2 Light Stand  *1Light controller  *2 Smoke Machine  *1 Haze Machine  <u>LED WALL:</u>  * 1 set of 9x12 ledwalls  *1 Video Maker  *1 Sending Box</p>		

Lot	Specification	Pax	Delivery Period
	<p>*1 Video Processor * Laptop for playback</p> <p><b>NOTE: to be provided by the Hotel</b></p> <p>*Availability of 3 wireless microphones, speakers, 3 projectors w/ white screen for backup purposes only.</p> <p>*Set up of 39-40 Round table for 12 pax only per table</p> <p>*Set up of separate 3-4 round tables for VIPs and TWGs area for eating</p> <p>* With internet / wi-fi access; (atleast 200 mbps)</p> <p>*Areas for the 4 managed/assisted buffets, drinks and condiments</p> <p>*Set-up of 4 rectangular tables before the entrance of the hall for registration/attendance purposes</p> <p>*Visible Set-up of 1-2 rectangular table for Medical Team</p> <p>*Availability of 3 function halls good for 50-60 pax each function hall for the breakout sessions; set up of tables and chairs w/ atleast 2 projectors and 2 microphones and speakers <i>(final date to be identified on November 5, 2024 to when the other function halls will be utilized)</i></p> <p>*Visibility of staffs for assistance in any matter/s needed in the venue.</p> <p><b>FOOD SPECIFICATIONS:</b></p> <p>**During the Post-Qualification, the supplier must provide a sampler of serving size and food tasting for the activity.</p> <p>**Overflowing Brewed and Coffee and Drinking Water</p> <p>**Set-up of 4-5 managed/assisted buffets w/ 3 servers per area.</p> <p>**Area for Overflowing condiments</p> <p>**Separate area/table for drinks and dessert (to avoid overcrowding)</p> <p>**Area for halal only for December 2-6, 2024 for Muslim participants <i>(pax who will avail the halal will be identified 2 weeks before the activity)</i></p> <p>**Separate area/table &amp; Food must be served for the VIPs-3, Speakers-3, and TWGs-35.</p> <p>**<b>FOR BREAKFAST:</b> 2 viands, rice, egg, fruit, bread and coffee. <i>(preferably Filipino breakfast meals)</i></p>		



Lot	Specification	Pax	Delivery Period
	<p><b>**FOR AM and PM Snacks:</b> Freshly cooked products (preferably Filipino snacks, ie: turon, spaghetti, suman/biko, bilo-bilo, champorado, etc.)</p> <p><b>**FOR LUNCH and DINNER:</b> 3 main dishes, vegetable and 2 meat (choices of chicken, pork, beef, seafood) drinks (refreshments, no carbonated drinks)</p> <p><b>NOTE:</b> free-flowing drinking water, brewed coffee (creamer, brown sugar)</p> <p><b>Halal food for Muslim Participants. If Halal food is not available, a vegetarian meal, seafood, fish, chickens and beef is recommended</b></p>		

## *Technical Specifications*

Item	Specification	Statement of Compliance
		<p><i>[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder’s statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i></p>
Board and Lodging with Meals and Snacks and Use of Function Hall/s	<p style="text-align: center;"><u>December 1, 2024</u> PM Snack &amp; Dinner 46 pax Lodging 37 pax</p>	
	<p style="text-align: center;"><u>December 2, 2024</u> Breakfast 37 pax AM Snack 46 pax Lunch 49 pax PM Snack 457 pax Dinner 457 pax Lodging 451 pax</p>	
	<p style="text-align: center;"><u>December 3, 2024</u> Breakfast 451 pax AM Snack 460 pax Lunch 460 pax</p>	

Item	Specification	Statement of Compliance
	PM Snack 460 pax Dinner 460 pax Lodging 451 pax	
	<u>December 4, 2024</u> Breakfast 451 pax AM Snack 460 pax Lunch 460 pax PM Snack 460 pax Dinner 460 pax Lodging 451 pax	
	<u>December 5, 2024</u> Breakfast 451 pax AM Snack 460 pax Lunch 460 pax PM Snack 460 pax Dinner 460 pax Lodging 451 pax	
	<u>December 6, 2024</u> Breakfast 451 pax AM Snack 460 pax Lunch 46 pax PM Snack 46 pax Dinner 37 pax Lodging 37 pax	
	<u>December 7, 2024</u> Breakfast 37 pax AM Snack 37 pax	
	<p><b>ROOM SPECIFICATIONS:</b></p> <p>*Standard check-in time: 3:00PM, check-out time: 12:00 Noon.</p> <p>*December 1-2, 2024 -Quad Sharing (2 double beds, 4 pax); 10 rooms x 1 night</p> <p>*December 2-5, 2024 -Quad Sharing (2 double beds, 4 pax); 113 rooms x 4 nights</p> <p>*December 2-5, 2024 -VIP/Suite Room (king size bed); 3 rooms x 3 nights</p> <p>*December 3-5, 2024 -VIP/Suite Room (king size bed); 3 rooms x 2 nights</p> <p>*December 6-7, 2024 -Quad Sharing (2 double beds, 4 pax); 10 rooms x 1 night</p>	



Item	Specification	Statement of Compliance
	<p>*Air-conditioned Room: Bathroom with Hot Shower *With individual towels per pax, shampoo, toothbrush, toothpaste, tissue and soap, service bottled water to be refilled everyday *With internet / wi-fi access; (at least 200 mbps) *Spacious and secured car parking spaces for at least 15-20 vehicles</p> <p><b>FUNCTION HALL:</b> *Sound System will be <b>set-up/installed by the outside supplier before the event</b> on (Dec.1,2024) * Sound System will be <b>packed-up by the outside supplier after the event</b> on (Dec.6,2024 evening) <b>Sound System Specifications to be installed:</b> <b><u>SPECIFICATIONS:</u></b> <b><u>SOUND SYSTEM:</u></b> *Front of Speakers (4 Unit Line Array Speakers) *Sub Speaker (2 dual 18 sub speakers) *Monitor Speakers (2) *Mixing Console (w/ digital mixer, equalizer compressor limiter and real time audio analyzer) *Microphones and Microphone Stands (4 Wireless Microphones, 4 microphone stands) *Laptop, Extension wires, signal wires/adoptors <b><u>LIGHTINGS AND EFFECTS:</u></b> * 32 units PAR LED Lights *4 Units Autolight *4 Units Beam Moving Head *2 Light Stand *1Light controller *2 Smoke Machine *1 Haze Machine <b><u>LED WALL:</u></b> * 1 set of 9x12 ledwalls *1 Video Maker *1 Sending Box *1 Video Processor * Laptop for playback</p>	

Item	Specification	Statement of Compliance
	<p><b>NOTE: to be provided by the Hotel</b></p> <p>*Availability of 3 wireless microphones, speakers, 3 projectors w/ white screen for backup purposes only.</p> <p>*Set up of 39-40 Round table for 12 pax only per table</p> <p>*Set up of separate 3-4 round tables for VIPs and TWGs area for eating</p> <p>* With internet / wi-fi access; (atleast 200 mbps)</p> <p>*Areas for the 4 managed/assisted buffets, drinks and condiments</p> <p>*Set-up of 4 rectangular tables before the entrance of the hall for registration/attendance purposes</p> <p>*Visible Set-up of 1-2 rectangular table for Medical Team</p> <p>*Availability of 3 function halls good for 50-60 pax each function hall for the breakout sessions; set up of tables and chairs w/ atleast 2 projectors and 2 microphones and speakers <i>(final date to be identified on November 5, 2024 to when the other function halls will be utilized)</i></p> <p>*Visibility of staffs for assistance in any matter/s needed in the venue.</p> <p><b>FOOD SPECIFICATIONS:</b></p> <p>**During the Post-Qualification, the supplier must provide a sampler of serving size and food tasting for the activity.</p> <p>**Overflowing Brewed and Coffee and Drinking Water</p> <p>**Set-up of 4-5 managed/assisted buffets w/ 3 servers per area.</p> <p>**Area for Overflowing</p>	

Item	Specification	Statement of Compliance
	<p>condiments</p> <p>**Separate area/table for drinks and dessert (to avoid overcrowding)</p> <p>**Area for halal only for December 2-6, 2024 for Muslim participants (<i>pax who will avail the halal will be identified 2 weeks before the activity</i>)</p> <p>**Separate area/table &amp; Food must be served for the VIPs-3, Speakers-3, and TWGs-35.</p> <p><b>**FOR BREAKFAST: 2</b> viands, rice, egg, fruit, bread and coffee. (<i>preferably Filipino breakfast meals</i>)</p> <p><b>**FOR AM and PM Snacks:</b> Freshly cooked products (preferably Filipino snacks, ie: turon, spaghetti, suman/biko, bilo-bilo, champorado, etc.)</p> <p><b>**FOR LUNCH and DINNER:</b> 3 main dishes, vegetable and 2 meat (choices of chicken, pork, beef, seafood) drinks (refreshments, no carbonated drinks)</p> <p><b>NOTE:</b> free-flowing drinking water, brewed coffee (creamer, brown sugar)</p> <p><b>Halal food for Muslim Participants. If Halal food is not available, a vegetarian meal, seafood, fish, chickens and beef is recommended</b></p>	



## Special Conditions of Contract

GCC Clause	
1	<p><b>Delivery and Documents – The following documents shall be submitted upon delivery:</b></p> <ol style="list-style-type: none"> <li>1. Delivery Receipts</li> <li>2. Charge Invoice</li> <li>3. Statement of Account</li> </ol> <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 delivered <i>at Department of Education-Baguio City</i>. 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>the Program Owner and Vima Cadungog</i>.</p> <p><b>Incidental Services –</b></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> <p>performance or supervision of on-site assembly and/or start-up of the supplied Goods;</p> <p>furnishing of tools required for assembly and/or maintenance of the supplied Goods;</p> <p>furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</p> <ol style="list-style-type: none"> <li>a. 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</li> <li>b. 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.</li> </ol>
	<ol style="list-style-type: none"> <li>c. The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the</li> </ol>

	<p>prevailing rates charged to other parties by the Supplier for similar services.</p> <p><b>Spare Parts –</b></p>
	<p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <ol style="list-style-type: none"> <li>1. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and</li> <li>2. in the event of termination of production of the spare parts:             <ol style="list-style-type: none"> <li>i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and</li> <li>ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.</li> </ol> </li> </ol> <p>The spare parts and other components required are listed in <b>Section VI (Schedule of Requirements)</b> and the costs thereof are included in the contract price.</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period <i>twenty four (24) months</i>.</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within one (1) month of placing the order.</p> <p><b>Packaging –</b></p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p>



	<p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity</p> <p>Name of the Supplier</p> <p>Contract Description</p>
	<p>Final Destination</p> <p>Gross weight</p> <p>Any special lifting instructions</p> <p>Any special handling instructions</p> <p>Any relevant HAZCHEM classifications</p> <p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p><b>Transportation –</b></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>
2.2	<p><b>Intellectual Property Rights –</b></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> <p><b>Regular and Recurring Services – None</b></p> <p><i>No partial payment</i></p>
4	<p>The inspections and tests that will be conducted shall be in accordance with the Section VII Technical Specifications. A visual comparison will be made with the approved sample for purposes of consistency in the physical appearance and color.</p>

**Omnibus Sworn Statement (Revised)**  
*[shall be submitted with the Bid]*

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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, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

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

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

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

*[If a sole proprietorship:]* The owner or sole proprietor is not related to the Head of the Procuring Entity, Procurement Agent if engaged, members of the Bids and Awards Committee



(BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
  - a. Carefully examining all of the Bidding Documents;
  - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
  - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
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]*



**STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT**  
 (within five (5) years from the date of submission and receipt of bids)

Name of Client	Name of the Contract	Date and Status of the Contract	Kind of Goods	Amount of Contract	Value of Outstanding Contracts	Date of Delivery

*I hereby certify that the above-mentioned are correct*

\_\_\_\_\_  
*Signature over the printed name of the authorized representative*

\_\_\_\_\_  
*Company name*

\_\_\_\_\_  
*Date*

**Bid Securing Declaration Form**

*[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 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]*

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

**For Goods Offered from Within the Philippines**

Name of Bidder \_\_\_\_\_ Project ID No. \_\_\_\_\_ Page \_\_\_ of \_\_\_

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

Name: \_\_\_\_\_

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_



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

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**BID FORM**

Date : \_\_\_\_\_  
Project Identification No. : \_\_\_\_\_

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

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

If our Bid is accepted, we undertake:

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

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

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

Name and address of agent	Amount and Purpose of Currency Commission or gratuity
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_____	_____
_____	_____

(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: \_\_\_\_\_