

**PHILIPPINE BIDDING DOCUMENTS**

# Procurement of GOODS

Government of the Republic of the Philippines

**Sixth Edition  
July 2020**

# Preface

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines for use by any branch, constitutional commission or office, agency, department, bureau, office, or instrumentality of the Government of the Philippines, National Government Agencies, including Government-Owned and/or Controlled Corporations, Government Financing Institutions, State Universities and Colleges, and Local Government Unit. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract or Framework Agreement, as the case may be; (ii) the eligibility requirements of Bidders; (iii) the expected contract or Framework Agreement duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (iv) the obligations, duties, and/or functions of the winning bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the “*name of the Procuring Entity*” and “*address for bid submission*,” should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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# *Glossary of Acronyms, Terms, and Abbreviations*

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

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

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

**CDA** - Cooperative Development Authority.

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

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

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

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

**EXW** – Ex works.

**FCA** – “Free Carrier” shipping point.

**FOB** – “Free on Board” shipping point.

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

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

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

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

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

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

**PhilGEPS** - Philippine Government Electronic Procurement System.

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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

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

**UN** – United Nations.

## ***Section I. Invitation to Bid***

### **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  
**Department of Education**  
REGION VII – CENTRAL VISAYAS  
Schools Division of Cebu City

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**INVITATION TO BID FOR *Reproduction of Quarter Two Modules, Week 1***

*Project no.: DepEdCCD – 2020 -13*

1. The *DepEd Cebu City Division*, through the *FY 2020 General Appropriation Act (GAA)* intends to apply the sum of *Eight Million Nine Hundred Thirty Thousand Four Hundred Forty Three Pesos and Twenty Centavos (Php 8,930,443.20)* being the ABC to payments under the contract for *Reproduction of Quarter Two Modules Week 1*. Bids received in excess of the ABC shall be automatically rejected at bid opening.

Lot	Project Description	Location	ABC (PhP)
01	<i>Reproduction of Quarter Two Modules, Week 1 (Elementary)</i>	Division of Cebu City	Php 4,408,229.76
02	<i>Reproduction of Quarter Two Modules, Week 1 (Junior High School)</i>	Division of Cebu City	Php 4,522,213.44

2. The *DepEd Cebu City Division* now invites bids for the above Procurement Project. Delivery of the Goods is required by *on or before January 8, 2021*. Bidders should have completed, within *five (5) 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.
  - a. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
4. Prospective Bidders may obtain further information from *DepEd Cebu City Division* and inspect the Bidding Documents at the address given below during *Mondays to Fridays from 8:00 am – 5:00 pm from December 2, 2020 to December 22, 2020*.

5. A complete set of Bidding Documents may be acquired by interested Bidders on *December 2, 2020 to December 22, 2020 from Mondays to Fridays* 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) per lot.* The Procuring Entity shall allow the bidder to present its proof of payment for the fees *presented in person.*
6. The *DepEd Cebu City Division* will hold a Pre-Bid Conference<sup>1</sup> on *December 10, 2020 at 9:00 am PhST* at *Zapatera Library, Gabaldon Building, Zapatera Elementary School, Sikatuna St. Cebu City*, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before *December 22, 2020 at 9:00 am PhST.* 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 22, 2020 at 9:00 am PhST* at *Zapatera Library, Gabaldon Building, Zapatera Elementary School, Sikatuna St. Cebu City.* Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. *Prospective Bidders are strongly encouraged to order or download the electronic copy of the Bidding Documents from the PhilGeps website: [www.philgeps.gov.ph](http://www.philgeps.gov.ph), for them to be included in the Document Request List of the project. The Bidding Documents may be viewed also at the DepEd Cebu City Official Website, [www.depedcebucity.com](http://www.depedcebucity.com).*
11. The *DepEd Cebu City Division* reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
12. For further information, please refer to:  
  
*ROTHELL B. REPASO/DARYLL A. TRIUMFO*  
*DepEd Cebu City Division*  
*Imus Ave., Day-as, Cebu City*  
*rotchell.repaso@deped.gov.ph/daryll.triumfo@deped.gov.ph*  
*Telephone no. (032) 253-9095*  
*Agency website: [www.depedcebucity.com](http://www.depedcebucity.com)*
13. You may visit the following websites:  
  
For downloading of Bidding Documents: [www.depedcebucity.com](http://www.depedcebucity.com) / [philgeps.gov.ph](http://philgeps.gov.ph)

*December 1, 2020*

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*DANILO G. GUDELOSAO EdD*  
*BAC Chairman*

## ***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, *DepEd Cebu City Division* wishes to receive Bids for the *Reproduction of Quarter Two Modules, Week 1*, with identification number *DepEdCCD – 2020-13*.

*[Note: The Project Identification Number is assigned by the Procuring Entity based on its own coding scheme and is not the same as the PhilGEPS reference number, which is generated after the posting of the bid opportunity on the PhilGEPS website.]*

The Procurement Project (referred to herein as “Project”) is composed of 2 lots, 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 *FY 2020 General Appropriation Act (GAA)* in the amount of *Eight Million Nine Hundred Thirty Thousand Four Hundred Forty Three Pesos and Twenty Centavos (Php 8,930,443.20)*.

2.2. The source of funding is:

- a. NGA, the General Appropriations Act or Special Appropriations.

## 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. *[Select one, delete other/s]*
  - a. 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:
  - b. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.
  - c. For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding: the Bidder should comply with the following requirements: *[Select either failure or monopoly of bidding based on market research conducted]*
    - i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least (25%) of the ABC for this Project; and
    - ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.

- 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:

- b. Subcontracting is not allowed.

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

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time 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 *five (5) 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 Declaration<sup>2</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until *One Hundred Twenty (120) Calendar Days from the date of submission of bids*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

### **15. Sealing and Marking of Bids**

Each Bidder shall submit one copy of the first and second components of its Bid.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

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

- 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**.

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<sup>2</sup> 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.

## **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:

One Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.

- 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> <p>a. <i>Reproduction and Printing Services.</i></p> <p>b. completed within five (5) years prior to the deadline for the submission and receipt of bids.</p>												
12	The price of the Goods shall be quoted DDP <i>in the Philippines.</i>												
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> <p>a. The amount of not less than <u>Php 88,164.60 for Lot 1 and/or Php 90,444.27 for Lot 2</u> if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p>b. The amount of not less than <u>Php 220, 411.49 for Lot 1 and/or Php 226,110.67 for Lot 2</u> if bid security is in Surety Bond.</p>												
19.3	<p><i>Project will be awarded by lot</i></p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">Lot</th> <th style="text-align: center;">Project Description</th> <th style="text-align: center;">Location</th> <th style="text-align: center;">ABC (PhP)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">01</td> <td><i>Reproduction of Quarter Two Modules, Week 1 (Elementary)</i></td> <td style="text-align: center;">Division of Cebu City</td> <td style="text-align: right;">Php 4,408,229.76</td> </tr> <tr> <td style="text-align: center;">02</td> <td><i>Reproduction of Quarter Two Modules, Week 1 (Junior High School)</i></td> <td style="text-align: center;">Division of Cebu City</td> <td style="text-align: right;">Php 4,522,213.44</td> </tr> </tbody> </table>	Lot	Project Description	Location	ABC (PhP)	01	<i>Reproduction of Quarter Two Modules, Week 1 (Elementary)</i>	Division of Cebu City	Php 4,408,229.76	02	<i>Reproduction of Quarter Two Modules, Week 1 (Junior High School)</i>	Division of Cebu City	Php 4,522,213.44
Lot	Project Description	Location	ABC (PhP)										
01	<i>Reproduction of Quarter Two Modules, Week 1 (Elementary)</i>	Division of Cebu City	Php 4,408,229.76										
02	<i>Reproduction of Quarter Two Modules, Week 1 (Junior High School)</i>	Division of Cebu City	Php 4,522,213.44										
20.2	<i>[List here any licenses and permits relevant to the Project and the corresponding law requiring it.]</i>												
21.2	<i>[List here any additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity.]</i>												

## ***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	
1	<p><b>Delivery and Documents –</b></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 the Contract are DDP delivered [<i>indicate place of destination</i>]. In accordance with INCOTERMS.”</p> <p>“The delivery terms applicable to this Contract are delivered <i>DepEd Cebu 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>DepEd Cebu City Division</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: <i>Select appropriate requirements and delete the rest.</i></p> <ol style="list-style-type: none"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>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</li> </ol>
	<ol style="list-style-type: none"> <li>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.</li> </ol>

f. *[Specify additional incidental service requirements, as needed.]*

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.

**Packaging –**

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

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

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

Name of the Procuring Entity

Name of the Supplier

Contract Description

	<p>Final Destination  Gross weight  Any special lifting instructions  Any special handling instructions  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> <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>
2.2	<i>Partial Payment is not allowed</i>



## ***Section VI. Schedule of Requirements***

### *LOT 1 - Reproduction of Quarter Two Modules, Week 1 (Elementary)*

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

Item Number	Description	Quantity	Total	Delivered, Weeks/Months	Place of Delivery																														
1	Grade 1 Module set of module: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">SUBJECT</th> <th style="text-align: center;"># of Module</th> <th style="text-align: center;"># of pgs.</th> </tr> </thead> <tbody> <tr> <td>Araling Panlipunan</td> <td style="text-align: center;">1</td> <td style="text-align: center;">16</td> </tr> <tr> <td>EsP</td> <td style="text-align: center;">1</td> <td style="text-align: center;">15</td> </tr> <tr> <td>Filipino</td> <td style="text-align: center;">1</td> <td style="text-align: center;">18</td> </tr> <tr> <td>MAPEH</td> <td style="text-align: center;">1</td> <td style="text-align: center;">20</td> </tr> <tr> <td>Mathematics</td> <td style="text-align: center;">1</td> <td style="text-align: center;">30</td> </tr> <tr> <td>MTB-MLE</td> <td style="text-align: center;">1</td> <td style="text-align: center;">16</td> </tr> <tr> <td>Science</td> <td style="text-align: center;">1</td> <td style="text-align: center;">30</td> </tr> <tr> <td style="background-color: #ffffcc;">Total</td> <td style="text-align: center;">7</td> <td style="text-align: center;">145</td> </tr> </tbody> </table>	SUBJECT	# of Module	# of pgs.	Araling Panlipunan	1	16	EsP	1	15	Filipino	1	18	MAPEH	1	20	Mathematics	1	30	MTB-MLE	1	16	Science	1	30	Total	7	145	15,141 sets of module	15,141 sets of module	On or before January 8, 2021	DepEd Cebu City Division, New Imus, Brgy. Dayas, Cebu City			
SUBJECT	# of Module	# of pgs.																																	
Araling Panlipunan	1	16																																	
EsP	1	15																																	
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Mathematics	1	30																																	
MTB-MLE	1	16																																	
Science	1	30																																	
Total	7	145																																	
2	Grade 4 Module set of module: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">SUBJECT</th> <th style="text-align: center;"># of Module</th> <th style="text-align: center;"># of pgs.</th> </tr> </thead> <tbody> <tr> <td>Araling Panlipunan</td> <td style="text-align: center;">1</td> <td style="text-align: center;">16</td> </tr> <tr> <td>English</td> <td style="text-align: center;">1</td> <td style="text-align: center;">15</td> </tr> <tr> <td>EPP</td> <td style="text-align: center;">1</td> <td style="text-align: center;">16</td> </tr> <tr> <td>EsP</td> <td style="text-align: center;">1</td> <td style="text-align: center;">12</td> </tr> <tr> <td>Filipino</td> <td style="text-align: center;">1</td> <td style="text-align: center;">20</td> </tr> <tr> <td>MAPEH</td> <td style="text-align: center;">1</td> <td style="text-align: center;">20</td> </tr> <tr> <td>Mathematics</td> <td style="text-align: center;">1</td> <td style="text-align: center;">30</td> </tr> <tr> <td>Science</td> <td style="text-align: center;">1</td> <td style="text-align: center;">30</td> </tr> <tr> <td style="background-color: #ffffcc;">Total</td> <td style="text-align: center;">8</td> <td style="text-align: center;">159</td> </tr> </tbody> </table>	SUBJECT	# of Module	# of pgs.	Araling Panlipunan	1	16	English	1	15	EPP	1	16	EsP	1	12	Filipino	1	20	MAPEH	1	20	Mathematics	1	30	Science	1	30	Total	8	159	13,368 sets of module	13,368 sets of module	On or before January 8, 2021	DepEd Cebu City Division, New Imus, Brgy. Dayas, Cebu City
SUBJECT	# of Module	# of pgs.																																	
Araling Panlipunan	1	16																																	
English	1	15																																	
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MAPEH	1	20																																	
Mathematics	1	30																																	
Science	1	30																																	
Total	8	159																																	

3	Grade 5 Module set of module: <table border="1" data-bbox="279 331 639 779"> <thead> <tr> <th>SUBJECT</th> <th># of Module</th> <th># of pgs.</th> </tr> </thead> <tbody> <tr> <td>Araling Panlipunan</td> <td>1</td> <td>16</td> </tr> <tr> <td>English</td> <td>1</td> <td>17</td> </tr> <tr> <td>EPP</td> <td>1</td> <td>16</td> </tr> <tr> <td>EsP</td> <td>1</td> <td>12</td> </tr> <tr> <td>Filipino</td> <td>1</td> <td>24</td> </tr> <tr> <td>MAPEH</td> <td>1</td> <td>20</td> </tr> <tr> <td>Mathematics</td> <td>1</td> <td>30</td> </tr> <tr> <td>Science</td> <td>1</td> <td>30</td> </tr> <tr> <td><b>Total</b></td> <td><b>8</b></td> <td><b>165</b></td> </tr> </tbody> </table>	SUBJECT	# of Module	# of pgs.	Araling Panlipunan	1	16	English	1	17	EPP	1	16	EsP	1	12	Filipino	1	24	MAPEH	1	20	Mathematics	1	30	Science	1	30	<b>Total</b>	<b>8</b>	<b>165</b>	14,574 sets of module	14,574 sets of module	On or before January 8, 2021	DepEd Cebu City Division, New Imus, Brgy. Dayas, Cebu City
SUBJECT	# of Module	# of pgs.																																	
Araling Panlipunan	1	16																																	
English	1	17																																	
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MAPEH	1	20																																	
Mathematics	1	30																																	
Science	1	30																																	
<b>Total</b>	<b>8</b>	<b>165</b>																																	
4	Grade 6 Module set of module: <table border="1" data-bbox="279 1025 639 1473"> <thead> <tr> <th>SUBJECT</th> <th># of Module</th> <th># of pgs.</th> </tr> </thead> <tbody> <tr> <td>Araling Panlipunan</td> <td>1</td> <td>16</td> </tr> <tr> <td>English</td> <td>1</td> <td>15</td> </tr> <tr> <td>EPP</td> <td>1</td> <td>16</td> </tr> <tr> <td>EsP</td> <td>1</td> <td>12</td> </tr> <tr> <td>Filipino</td> <td>1</td> <td>16</td> </tr> <tr> <td>MAPEH</td> <td>1</td> <td>20</td> </tr> <tr> <td>Mathematics</td> <td>1</td> <td>30</td> </tr> <tr> <td>Science</td> <td>1</td> <td>30</td> </tr> <tr> <td><b>Total</b></td> <td><b>8</b></td> <td><b>155</b></td> </tr> </tbody> </table>	SUBJECT	# of Module	# of pgs.	Araling Panlipunan	1	16	English	1	15	EPP	1	16	EsP	1	12	Filipino	1	16	MAPEH	1	20	Mathematics	1	30	Science	1	30	<b>Total</b>	<b>8</b>	<b>155</b>	15,859 sets of module	15,859 sets of module	On or before January 8, 2021	DepEd Cebu City Division, New Imus, Brgy. Dayas, Cebu City
SUBJECT	# of Module	# of pgs.																																	
Araling Panlipunan	1	16																																	
English	1	15																																	
EPP	1	16																																	
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MAPEH	1	20																																	
Mathematics	1	30																																	
Science	1	30																																	
<b>Total</b>	<b>8</b>	<b>155</b>																																	

**I hereby certify to comply and deliver all the above requirements.**

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

## Section VI. Schedule of Requirements

### LOT 2 - *Reproduction of Quarter Two Modules, Week 1 (Junior High School)*

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

Item Number	Description	Quantity	Total	Delivered, Weeks/Months	Place of Delivery																														
1	Grade 7 Module  set of module: <table border="1" style="margin-left: 20px; width: 100%;"> <thead> <tr> <th style="text-align: center;">SUBJECT</th> <th style="text-align: center;"># of Module</th> <th style="text-align: center;"># of pgs.</th> </tr> </thead> <tbody> <tr><td>Araling Panlipunan</td><td style="text-align: center;">1</td><td style="text-align: center;">16</td></tr> <tr><td>English</td><td style="text-align: center;">1</td><td style="text-align: center;">20</td></tr> <tr><td>EsP</td><td style="text-align: center;">1</td><td style="text-align: center;">12</td></tr> <tr><td>Filipino</td><td style="text-align: center;">1</td><td style="text-align: center;">18</td></tr> <tr><td>MAPEH</td><td style="text-align: center;">1</td><td style="text-align: center;">20</td></tr> <tr><td>Mathematics</td><td style="text-align: center;">1</td><td style="text-align: center;">30</td></tr> <tr><td>Science</td><td style="text-align: center;">1</td><td style="text-align: center;">30</td></tr> <tr><td>TLE</td><td style="text-align: center;">1</td><td style="text-align: center;">16</td></tr> <tr style="background-color: #ffffcc;"><td><b>Total</b></td><td style="text-align: center;"><b>8</b></td><td style="text-align: center;"><b>162</b></td></tr> </tbody> </table>	SUBJECT	# of Module	# of pgs.	Araling Panlipunan	1	16	English	1	20	EsP	1	12	Filipino	1	18	MAPEH	1	20	Mathematics	1	30	Science	1	30	TLE	1	16	<b>Total</b>	<b>8</b>	<b>162</b>	16,201  sets of module	16,201  sets of module	On or before January 8, 2021	DepEd Cebu City Division, New Imus, Brgy. Dayas, Cebu City
SUBJECT	# of Module	# of pgs.																																	
Araling Panlipunan	1	16																																	
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MAPEH	1	20																																	
Mathematics	1	30																																	
Science	1	30																																	
TLE	1	16																																	
<b>Total</b>	<b>8</b>	<b>162</b>																																	
2	Grade 8 Module  set of module: <table border="1" style="margin-left: 20px; width: 100%;"> <thead> <tr> <th style="text-align: center;">SUBJECT</th> <th style="text-align: center;"># of Module</th> <th style="text-align: center;"># of pgs.</th> </tr> </thead> <tbody> <tr><td>Araling Panlipunan</td><td style="text-align: center;">1</td><td style="text-align: center;">16</td></tr> <tr><td>English</td><td style="text-align: center;">1</td><td style="text-align: center;">20</td></tr> <tr><td>EsP</td><td style="text-align: center;">1</td><td style="text-align: center;">12</td></tr> <tr><td>Filipino</td><td style="text-align: center;">1</td><td style="text-align: center;">18</td></tr> <tr><td>MAPEH</td><td style="text-align: center;">1</td><td style="text-align: center;">20</td></tr> <tr><td>Mathematics</td><td style="text-align: center;">1</td><td style="text-align: center;">30</td></tr> <tr><td>Science</td><td style="text-align: center;">1</td><td style="text-align: center;">30</td></tr> <tr><td>TLE</td><td style="text-align: center;">1</td><td style="text-align: center;">16</td></tr> <tr style="background-color: #ffffcc;"><td><b>Total</b></td><td style="text-align: center;"><b>8</b></td><td style="text-align: center;"><b>162</b></td></tr> </tbody> </table>	SUBJECT	# of Module	# of pgs.	Araling Panlipunan	1	16	English	1	20	EsP	1	12	Filipino	1	18	MAPEH	1	20	Mathematics	1	30	Science	1	30	TLE	1	16	<b>Total</b>	<b>8</b>	<b>162</b>	15,464  sets of module	15,464  sets of module	On or before January 8, 2021	DepEd Cebu City Division, New Imus, Brgy. Dayas, Cebu City
SUBJECT	# of Module	# of pgs.																																	
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3	Grade 9 Module set of module: <table border="1" data-bbox="319 331 679 743"> <thead> <tr> <th>SUBJECT</th> <th># of Module</th> <th># of pgs.</th> </tr> </thead> <tbody> <tr> <td>Araling Panlipunan</td> <td>1</td> <td>16</td> </tr> <tr> <td>English</td> <td>1</td> <td>20</td> </tr> <tr> <td>EsP</td> <td>1</td> <td>12</td> </tr> <tr> <td>Filipino</td> <td>1</td> <td>20</td> </tr> <tr> <td>MAPEH</td> <td>1</td> <td>20</td> </tr> <tr> <td>Mathematics</td> <td>1</td> <td>30</td> </tr> <tr> <td>Science</td> <td>1</td> <td>30</td> </tr> <tr> <td>Total</td> <td>7</td> <td>148</td> </tr> </tbody> </table>	SUBJECT	# of Module	# of pgs.	Araling Panlipunan	1	16	English	1	20	EsP	1	12	Filipino	1	20	MAPEH	1	20	Mathematics	1	30	Science	1	30	Total	7	148	15,423 sets of module	15,423 sets of module	On or before January 8, 2021	DepEd Cebu City Division, New Imus, Brgy. Dayas, Cebu City
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**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***

### **Notes for Preparing the Technical Specifications**

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying their Bids. In the context of Competitive Bidding, the specifications (*e.g.* production/delivery schedule, manpower requirements, and after-sales service/parts, descriptions of the lots or items) must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of transparency, equity, efficiency, fairness, and economy in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

#### **Sample Clause: Equivalency of Standards and Codes**

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words “*or at least equivalent.*” References to brand names cannot be used when the funding source is the GOP.

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.

# Technical Specifications

## LOT 1 - *Reproduction of Quarter Two Modules, Week 1 (Elementary)*

Item	Specification	Statement of Compliance																														
1	<p>Grade 1 Module</p> <p>15,141 sets of module</p> <p>set of module:</p> <table border="1" data-bbox="341 651 956 1061"> <thead> <tr> <th>SUBJECT</th> <th># of Module</th> <th># of pgs.</th> </tr> </thead> <tbody> <tr> <td>Araling Panlipunan</td> <td>1</td> <td>16</td> </tr> <tr> <td>EsP</td> <td>1</td> <td>15</td> </tr> <tr> <td>Filipino</td> <td>1</td> <td>18</td> </tr> <tr> <td>MAPEH</td> <td>1</td> <td>20</td> </tr> <tr> <td>Mathematics</td> <td>1</td> <td>30</td> </tr> <tr> <td>MTB-MLE</td> <td>1</td> <td>16</td> </tr> <tr> <td>Science</td> <td>1</td> <td>30</td> </tr> <tr> <td><b>Total</b></td> <td><b>7</b></td> <td><b>145</b></td> </tr> </tbody> </table>	SUBJECT	# of Module	# of pgs.	Araling Panlipunan	1	16	EsP	1	15	Filipino	1	18	MAPEH	1	20	Mathematics	1	30	MTB-MLE	1	16	Science	1	30	<b>Total</b>	<b>7</b>	<b>145</b>				
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<b>Total</b>	<b>7</b>	<b>145</b>																														
2	<p>Grade 4 Module</p> <p>13,368 sets of module</p> <p>set of module:</p> <table border="1" data-bbox="341 1303 943 1736"> <thead> <tr> <th>SUBJECT</th> <th># of Module</th> <th># of pgs.</th> </tr> </thead> <tbody> <tr> <td>Araling Panlipunan</td> <td>1</td> <td>16</td> </tr> <tr> <td>English</td> <td>1</td> <td>15</td> </tr> <tr> <td>EPP</td> <td>1</td> <td>16</td> </tr> <tr> <td>EsP</td> <td>1</td> <td>12</td> </tr> <tr> <td>Filipino</td> <td>1</td> <td>20</td> </tr> <tr> <td>MAPEH</td> <td>1</td> <td>20</td> </tr> <tr> <td>Mathematics</td> <td>1</td> <td>30</td> </tr> <tr> <td>Science</td> <td>1</td> <td>30</td> </tr> <tr> <td><b>Total</b></td> <td><b>8</b></td> <td><b>159</b></td> </tr> </tbody> </table>	SUBJECT	# of Module	# of pgs.	Araling Panlipunan	1	16	English	1	15	EPP	1	16	EsP	1	12	Filipino	1	20	MAPEH	1	20	Mathematics	1	30	Science	1	30	<b>Total</b>	<b>8</b>	<b>159</b>	
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3	<p>Grade 5 Module</p> <p>14,574 sets of module</p> <p>set of module:</p> <table border="1" data-bbox="343 398 965 846"> <thead> <tr> <th>SUBJECT</th> <th># of Module</th> <th># of pgs.</th> </tr> </thead> <tbody> <tr> <td>Araling Panlipunan</td> <td>1</td> <td>16</td> </tr> <tr> <td>English</td> <td>1</td> <td>17</td> </tr> <tr> <td>EPP</td> <td>1</td> <td>16</td> </tr> <tr> <td>EsP</td> <td>1</td> <td>12</td> </tr> <tr> <td>Filipino</td> <td>1</td> <td>24</td> </tr> <tr> <td>MAPEH</td> <td>1</td> <td>20</td> </tr> <tr> <td>Mathematics</td> <td>1</td> <td>30</td> </tr> <tr> <td>Science</td> <td>1</td> <td>30</td> </tr> <tr> <td><b>Total</b></td> <td><b>8</b></td> <td><b>165</b></td> </tr> </tbody> </table>	SUBJECT	# of Module	# of pgs.	Araling Panlipunan	1	16	English	1	17	EPP	1	16	EsP	1	12	Filipino	1	24	MAPEH	1	20	Mathematics	1	30	Science	1	30	<b>Total</b>	<b>8</b>	<b>165</b>	
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4	<p>Grade 6 Module</p> <p>15,859 sets of module</p> <p>set of module:</p> <table border="1" data-bbox="343 1077 957 1503"> <thead> <tr> <th>SUBJECT</th> <th># of Module</th> <th># of pgs.</th> </tr> </thead> <tbody> <tr> <td>Araling Panlipunan</td> <td>1</td> <td>16</td> </tr> <tr> <td>English</td> <td>1</td> <td>15</td> </tr> <tr> <td>EPP</td> <td>1</td> <td>16</td> </tr> <tr> <td>EsP</td> <td>1</td> <td>12</td> </tr> <tr> <td>Filipino</td> <td>1</td> <td>16</td> </tr> <tr> <td>MAPEH</td> <td>1</td> <td>20</td> </tr> <tr> <td>Mathematics</td> <td>1</td> <td>30</td> </tr> <tr> <td>Science</td> <td>1</td> <td>30</td> </tr> <tr> <td><b>Total</b></td> <td><b>8</b></td> <td><b>155</b></td> </tr> </tbody> </table>	SUBJECT	# of Module	# of pgs.	Araling Panlipunan	1	16	English	1	15	EPP	1	16	EsP	1	12	Filipino	1	16	MAPEH	1	20	Mathematics	1	30	Science	1	30	<b>Total</b>	<b>8</b>	<b>155</b>	
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**MANNER OF PAYMENT**

The Supplier shall bill DepEd Cebu City Division upon delivery of all requested goods/items. For this purpose the Supplier shall issue Delivery Receipt. Non-compliance

thereon gives DepED Cebu City Division the right to disallow payment of the bill; and any falsehood or misrepresentation in the certification shall constitute breach of the Contract, which is a ground for termination thereof.

I hereby commit to comply with all the above requirements.

\_\_\_\_\_  
Name of Company/Bidder

\_\_\_\_\_  
Signature over Printed Name of Bidder

\_\_\_\_\_  
Date

# Technical Specifications

LOT 2 - *Reproduction of Quarter Two Modules, Week 1 (Junior High School)*

Item	Specification	Statement of Compliance																														
1	<p>Grade 7 Module</p> <p>16,201 sets of module</p> <p>set of module:</p> <table border="1" data-bbox="341 689 959 1115"> <thead> <tr> <th>SUBJECT</th> <th># of Module</th> <th># of pgs.</th> </tr> </thead> <tbody> <tr> <td>Araling Panlipunan</td> <td>1</td> <td>16</td> </tr> <tr> <td>English</td> <td>1</td> <td>20</td> </tr> <tr> <td>EsP</td> <td>1</td> <td>12</td> </tr> <tr> <td>Filipino</td> <td>1</td> <td>18</td> </tr> <tr> <td>MAPEH</td> <td>1</td> <td>20</td> </tr> <tr> <td>Mathematics</td> <td>1</td> <td>30</td> </tr> <tr> <td>Science</td> <td>1</td> <td>30</td> </tr> <tr> <td>TLE</td> <td>1</td> <td>16</td> </tr> <tr> <td><b>Total</b></td> <td><b>8</b></td> <td><b>162</b></td> </tr> </tbody> </table>	SUBJECT	# of Module	# of pgs.	Araling Panlipunan	1	16	English	1	20	EsP	1	12	Filipino	1	18	MAPEH	1	20	Mathematics	1	30	Science	1	30	TLE	1	16	<b>Total</b>	<b>8</b>	<b>162</b>	
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<b>Total</b>	<b>8</b>	<b>162</b>																														
2	<p>Grade 8 Module</p> <p>15,464 sets of module</p> <p>set of module:</p> <table border="1" data-bbox="341 1382 940 1807"> <thead> <tr> <th>SUBJECT</th> <th># of Module</th> <th># of pgs.</th> </tr> </thead> <tbody> <tr> <td>Araling Panlipunan</td> <td>1</td> <td>16</td> </tr> <tr> <td>English</td> <td>1</td> <td>20</td> </tr> <tr> <td>EsP</td> <td>1</td> <td>12</td> </tr> <tr> <td>Filipino</td> <td>1</td> <td>18</td> </tr> <tr> <td>MAPEH</td> <td>1</td> <td>20</td> </tr> <tr> <td>Mathematics</td> <td>1</td> <td>30</td> </tr> <tr> <td>Science</td> <td>1</td> <td>30</td> </tr> <tr> <td>TLE</td> <td>1</td> <td>16</td> </tr> <tr> <td><b>Total</b></td> <td><b>8</b></td> <td><b>162</b></td> </tr> </tbody> </table>	SUBJECT	# of Module	# of pgs.	Araling Panlipunan	1	16	English	1	20	EsP	1	12	Filipino	1	18	MAPEH	1	20	Mathematics	1	30	Science	1	30	TLE	1	16	<b>Total</b>	<b>8</b>	<b>162</b>	
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falsehood or misrepresentation in the certification shall constitute breach of the Contract, which is a ground for termination thereof.

I hereby commit to comply with all the above requirements.

\_\_\_\_\_  
Name of Company/Bidder

\_\_\_\_\_  
Signature over Printed Name of Bidder

\_\_\_\_\_  
Date

## ***Section VIII. Checklist of Technical and Financial Documents***

### **Notes on the Checklist of Technical and Financial Documents**

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

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

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

# Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE

### *Class "A" Documents*

#### Legal Documents

- ☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages)  
(In Case one or two (or all) of the eligibility documents listed in the second or third page of the submitted PhilGeps Certificate is/are already expired, the bidder shall also submit the updated/unexpired file of the same therein);
- 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 (not applicable if PhilGeps Certificate of Registration (Platinum Membership Category) is submitted) ,
- 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 (Expired Business or Mayor's Permit with Official Receipt of renewal application, subject to submission of Business or Mayor's Permit after award of contract but before payment pursuant to GPPB Resolution NO. 09-2020 published date May 15, 2020);
- and**
- ☐ (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR) (not applicable if PhilGeps Certificate of Registration (Platinum Membership Category) is submitted).

#### 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
  - a. copies of the corresponding notices of award and/or notices to proceed; **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;
  - a. Must indicate a single contract, similar to the contract to be bid, in an amount equivalent to at least twenty five percent (25%) of the ABC to be bid pursuant to Section III, BDS Clause 5.4; or
  - b. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least twenty-five percent (25%) in the case of Expendable Supplies of the ABC for this Project; and the largest of these similar ABC contracts must be equivalent to at least half of the percentage of the ABC as required above.

c. Submit also the following inside this envelope:

c.1 copy of the corresponding notice of award or notice to proceed/purchase order/ contract; and

c.2 end user's acceptance or official receipt(s) or sales invoice issued for the contract.

**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 (Unnotarized Bid Securing Declaration may be accepted pursuant to GPPB Resolution NO. 09-2020 published date May 15, 2020); **and**

☐ (h) Conformity with the Technical Specifications (Section VII); **and**

(i) Conformity Schedule of Requirement (Section VI); **and**

☐ (j) 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. (Unnotarized Omnibus Sworn Statement may be accepted subject to compliance therewith after award of contract but before payment pursuant to GPPB Resolution NO. 09-2020 published date May 15, 2020)

#### Financial Documents

☐ (k) 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**

☐ (l) 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***

☐ (m) 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**

☐ (n) Original of duly signed and accomplished Financial Bid Form; **and**

☐ (o) Original of duly signed and accomplished Price Schedule(s).

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

☐ (p) *[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.

- ☐ (q) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

Sample Form or Template of the following documents is provided in Section VIII of this bidding documents , to wit:

- Bid Form;
- Bid Securing Declaration;
- Price Schedule for Goods offered from within the Philippines;
- Price Schedule for Goods offered from Abroad;
- Contract Agreement Form for the Procurement of Goods;
- Omnibus Sworn Statement
- Performance Securing Declaration;
- Bank Guarantee Form for Advance Payment.

Reminder: Bidders are highly encouraged to use the templates provided to minimize errors or omissions in the forms submitted. However, failure to use said templates is not a ground for disqualification, provided that the form submitted includes all the mandatory provisions required in the 2016 revised IRR of RA No. 9184 and its associated issuances and as identified in Item 6 of GPPB Resolution No. 16-2020 publish date September 16, 2020.

GPPB Resolution NO. 09-2020 and GPPB Resolution No. 16-2020 is provided in Section VIII of this bidding documents

## Bid Form for the Procurement of Goods

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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.

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

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

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

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

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

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

Legal capacity: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

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

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**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: \_\_\_\_\_

# *Price Schedule for Goods Offered from Abroad*

*[shall be submitted with the Bid if bidder is offering goods from Abroad]*

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## *For Goods Offered from Abroad*

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

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place  (specify border point or place of destination)	Total CIF or CIP price per item  (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)

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

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

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

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



## Bid Securing Declaration Form

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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]*

## Contract Agreement Form for the Procurement of Goods (Revised)

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### CONTRACT AGREEMENT

THIS AGREEMENT made the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between [name of PROCURING ENTITY] of the Philippines (hereinafter called “the Entity”) of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called “the Supplier”) of the other part;

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:
  - i. Philippine Bidding Documents (PBDs);
    - i. Schedule of Requirements;
    - ii. Technical Specifications;
    - iii. General and Special Conditions of Contract; and
    - iv. Supplemental or Bid Bulletins, if any
  - ii. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;  
  
Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;
  - iii. Performance Security;
  - iv. Notice of Award of Contract; and the Bidder’s conforme thereto; and
  - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**

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

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

*[Insert Name and Signature]*

*[Insert Name and Signature]*

*[Insert Signatory's Legal Capacity]*

*[Insert Signatory's Legal Capacity]*

*for:*

*for:*

*[Insert Procuring Entity]*

*[Insert Name of Supplier]*

**Acknowledgment**

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

## Omnibus Sworn Statement (Revised)

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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, 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]*

## **Performance Securing Declaration (Revised)**

*[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]*

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

### **PERFORMANCE SECURING DECLARATION**

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
  - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
    - i. Procuring Entity has no claims filed against the contract awardee;
    - ii. It has no claims for labor and materials filed against the contractor; and
    - iii. Other terms of the contract; or
  - b. replacement by the winning bidder of 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 as required by the end-user.

**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]*



## Bank Guarantee Form for Advance Payment

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To: *[name and address of PROCURING ENTITY]*  
*[name of Contract]*

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause 10 of the General Conditions of Contract to provide for advance payment, *[name and address of Supplier]* (hereinafter called the "Supplier") shall deposit with the PROCURING ENTITY a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[bank or financial institution]*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the PROCURING ENTITY on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding *[amount of guarantee in figures and words]*.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the PROCURING ENTITY and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

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*[name of bank or financial institution]*

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*[address]*

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*[date]*



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**APPROVING MEASURES FOR THE EFFICIENT CONDUCT OF  
PROCUREMENT ACTIVITIES DURING A STATE OF CALAMITY, OR  
IMPLEMENTATION OF COMMUNITY QUARANTINE OR SIMILAR RESTRICTIONS**

**WHEREAS**, Republic Act (RA) No. 9184, otherwise known as the “Government Procurement Reform Act”, took effect on 26 January 2003, while its 2016 revised Implementing Rules and Regulations (IRR) took effect on 28 October 2016;

**WHEREAS**, Section 63 of RA No. 9184 and its 2016 revised IRR authorizes the Government Procurement Policy Board (GPPB) to formulate public procurement policies, rules and regulations, and amend its IRR, whenever necessary;

**WHEREAS**, Sections 37 and 38 of RA No. 9184 provides that the Head of the Procuring Entity (HoPE) has a fifteen-day (15 day) period to approve the recommendation of the award by the Bids and Awards Committee (BAC) as well as issue the Notice of Award and has a three-month (3-month) period within which to complete the procurement process from the opening of bids up to the award of contract, respectively;

**WHEREAS**, the recommended earliest possible time and maximum period allowed for the procurement of goods and services, infrastructure projects and consulting services are in Annex “C” of the 2016 revised IRR of RA No. 9184 pursuant to the specific provisions on each procurement activity provided for by the foregoing law and rules;

**WHEREAS**, the Supreme Court held in the case of *Reynaldo M. Jacomille v. Hon. Joseph Emilio A. Abaya, et al.*,<sup>1</sup> that the different periods provided by RA No. 9184 within which certain stages of the procurement process must be completed is not merely directory but mandatory;

**Whereas**, Section 39 of RA No. 9184, requires the winning bidder to post a performance security prior to the signing of the contract as a measure of guarantee for the faithful performance of and compliance with his obligations under the contract. Section 39.2 of its IRR prescribes that the allowable forms of performance security shall be: (i) Cash or cashier’s/manager’s check issued by a Universal or Commercial Bank; (ii) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank; or (iii) Surety bond;

**Whereas**, Section 25.1 of the 2016 revised IRR of RA No. 9184 provides that bidders shall submit their bids through their duly authorized representative using the forms specified in the Bidding Documents in two (2) separate sealed bid envelopes, and which shall be submitted simultaneously. The first shall contain the technical component of the bid, including the eligibility requirements and the second shall contain the financial component of the bid;

**Whereas**, Section 8.1.1 of the 2016 revised IRR of RA No. 9184 provides that the Philippine Government Electronic Procurement System (PhilGEPS) shall serve as the primary and definitive source of information on government procurement while the GPPB is authorized to approve changes in the procurement process to adapt to improvements in modern technology pursuant to Section 8.3.2 of the same IRR;

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<sup>1</sup> G.R. No. 212381, April 22, 2015.

**WHEREAS**, on 8 March 2020, the President signed Proclamation No. 922 declaring a State of Public Health Emergency throughout the Philippines following the confirmed local transmission of the novel coronavirus disease (COVID-19). Consequently, a Memorandum from the Office of the Executive Secretary<sup>2</sup> was issued implementing community quarantine over the entire National Capital Region and implementing alternative work arrangements, among others;

**WHEREAS**, given the COVID-19 pandemic, the GPPB issued Resolution No. 03-2020<sup>3</sup> allowing Procuring Entities (PEs) to apply the rules on Negotiated Procurement (Emergency Case) during a State of Calamity and simplifying the process therefor. This was followed by more issuances such as GPPB Resolution No. 05-2020<sup>4</sup> and GPPB-TSO Non-Policy Matter Opinion (NPM) No. 03-2020<sup>5</sup> which enable PEs to efficiently and expediently undertake procurement during a State of Calamity;

**WHEREAS**, on 16 March 2020, due to the rapid increase of cases of infection in the country, the President signed Proclamation No. 929 declaring a State of Calamity throughout the Philippines for a period of six (6) months or up to 12 September 2020, unless lifted earlier or extended as circumstances may warrant, and further providing for the implementation of "Enhanced Community Quarantine (ECQ)" over the entire Luzon until 12 April 2020. Following this, a Memorandum Circular<sup>6</sup> was issued by the Executive Secretary implementing, among others, work from home arrangement for the Executive Branch and the suspension of mass public transport services and other businesses that do not render critical services;

**WHEREAS**, on 24 March 2020, the President signed RA No. 11469 or the *Bayanihan to Heal as One Act*, which granted the President temporary emergency powers to address the national emergency brought about by the COVID-19 pandemic. Relative thereto, Joint Memorandum Circular No. 1<sup>7</sup> was issued by the Commission on Audit and the GPPB to support the government's efforts to mitigate, if not contain the transmission of COVID-19 through the expedient procurement of Goods, Infrastructure Projects and Consulting Services needed by frontline workers. This was followed with the issuance of a Memorandum from the Executive Secretary,<sup>8</sup> GPPB Resolution No. 06-2020,<sup>9</sup> GPPB-TSO NPM No. 004-2020,<sup>10</sup> and Department of Budget and Management (DBM) National Budget Circular (NBC) No. 580<sup>11</sup> in order to implement the temporary emergency measures provided under the *Bayanihan Act*;

**WHEREAS**, on 7 April 2020, the Office of the Executive Secretary, upon the recommendation of the Inter-Agency Task Force for the Management of Emerging Infectious Disease (IATF), issued a Memorandum extending the ECQ over the entire Luzon until 30 April

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<sup>2</sup> Memorandum Circular on Stringent Social Distancing Measures and Further Guidelines for the Management of the COVID-19 Situation dated 13 March 2020.

<sup>3</sup> Adoption of Efficient, Effective, and Expedient Procurement Procedures during a State of Public Health Emergency dated 9 March 2020 and published on 13 March 2020 in the Philippine Daily Inquirer.

<sup>4</sup> Approving the Acceptance of an Expired Mayor's Permit with Official Receipt for the Renewal Application and Unnotarized Omnibus Sworn Statement as basis for award under the Negotiated Procurement (Emergency Cases) Modality dated 20 March 2020 and published on 24 March 2020 in the Philippine Daily Inquirer.

<sup>5</sup> Negotiated Procurement under Emergency Cases dated 23 March 2020 and may be accessed through this link: [https://gppb.gov.ph/assets/pdfs/NPM%203-2020\\_Negotiated%20Procurement%20\(Emergency%20Cases\).pdf](https://gppb.gov.ph/assets/pdfs/NPM%203-2020_Negotiated%20Procurement%20(Emergency%20Cases).pdf).

<sup>6</sup> Memorandum Circular on Community Quarantine over the Entire Luzon and Further Guidelines for the Management of the COVID-19 Situation dated 16 March 2020.

<sup>7</sup> Emergency Procurement by the Government during a State of Public Health Emergency Arising from the Coronavirus Disease 2019 (COVID-19) dated 26 March 2020 and published on 28 March 2020 in the Philippine Daily Inquirer.

<sup>8</sup> Implementation of Temporary Emergency Measures under RA No. 11469, Otherwise Known as the Bayanihan to Heal as One Act dated 28 March 2020.

<sup>9</sup> Approving the Circular setting the Guidelines on the Emergency Procurement under RA No. 11469 or the *Bayanihan Act* and Recommending for Approval of the President the Increase of Advance Payment to 30% for Procurement Projects covered under the *Bayanihan Act* dated 6 April 2020 and published on 12 April 2020 in the Philippine Star.

<sup>10</sup> Emergency Procurement under RA No. 11469 or the *Bayanihan to Heal as One Act* dated 16 April 2020 and may be accessed through this link: [https://www.gppb.gov.ph/assets/pdfs/NPM%20004-2020\\_Emergency%20Procurement%20under%20Bayanihan%20Act.pdf](https://www.gppb.gov.ph/assets/pdfs/NPM%20004-2020_Emergency%20Procurement%20under%20Bayanihan%20Act.pdf).

<sup>11</sup> Adoption of Economy Measures in the Government Due to the Emergency Health Situation dated 22 April 2020.

2020. This was further extended until 15 May 2020 but this time includes Central Luzon and Region 4A or Calabarzon pursuant to the order of the President;<sup>12</sup>

**WHEREAS**, on 8 April 2020, during a virtual press briefing,<sup>13</sup> Cabinet Secretary Karlo Nograles stated that for areas outside Luzon, local government units (LGUs) have the discretion to implement community quarantines if they deem necessary as long as local officials coordinate with the Department of the Interior and Local Government and the Department of Health on their decisions. Afterwards, this was superseded by Executive Order No. 112,<sup>14</sup> wherein the President specifically identified areas under ECQ and General Community Quarantine and announced that no LGU shall declare its own community quarantine without observing the procedures set forth by the IATF;

**WHEREAS**, the GPPB-TSO recognizes that apart from conducting emergency procurement, PEs are likewise undertaking the procurement of Goods, Infrastructure and Consulting Services not related to the COVID-19 pandemic through public bidding or any of alternative modes of procurement, the conduct of which are equally important to ensure continuous delivery of public services and support the government during the State of Calamity;

**WHEREAS**, given the exceptional circumstances brought about by the COVID-19 pandemic, particularly the ECQ and the suspension of mass public transport services, both the PEs and Bidders are finding it hard to continue with the conduct of procurement activities and thus, PEs are at risk of exceeding the maximum calendar days allowed for specific procurement activities;

**WHEREAS**, in consideration of the foregoing and after careful review and deliberations, the Board resolved, upon recommendation of the GPPB-TSO, to adopt the below-described measures for the efficient conduct of procurement activities during a State of Calamity, or implementation of community quarantine or similar restrictions;

**NOW, THEREFORE**, for and in view of all the foregoing, **We**, the Members of the **Government Procurement Policy Board**, by virtue of the powers vested on **Us** by law and other executive issuances, hereby **RESOLVE** to confirm, adopt, and approve, as **We** hereby confirm, adopt, and approve the following measures, as recommended by the GPPB-TSO, for the efficient conduct of all procurement activities, regardless of procurement modality, during a nationally or locally declared State of Calamity arising from natural or human-induced hazard that may cause loss of life, injury or other health effects or impacts, property damage, loss of livelihood and services, social and economic disruption, or environmental damage, or implementation of community quarantine, or similar restrictions where movement of people and mass public and private transport are limited:

1. PEs to **ASSESS AND REVIEW** all of their planned and ongoing procurement for the fiscal year 2020 and identify which shall be discontinued or terminated pursuant to the DBM NBC No. 580 and other subsequent similar issuances. For those to be continued, PEs shall review the existing project requirements to ensure that the same cover only what they need and can actually implement within the year, taking into consideration the PE's available budget in light of the implementation of DBM NBC No. 580 and other similar issuances.

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<sup>12</sup> *Presidential Communications Operations Office* Press Release dated 24 April 2020 and may be accessed through this link: [https://pcoo.gov.ph/news\\_releases/president-duterte-extends-restriction-in-metro-manila-central-luzon-other-areas-until-may-15/](https://pcoo.gov.ph/news_releases/president-duterte-extends-restriction-in-metro-manila-central-luzon-other-areas-until-may-15/)

<sup>13</sup> Video and transcription may be accessed through this link: <https://pcoo.gov.ph/press-briefing/inter-agency-task-force-virtual-presser-with-cabinet-secretary-karlo-nograles-3/>

<sup>14</sup> Imposing an Enhanced Community Quarantine in High-risk Geographic Areas of the Philippines and a General Community Quarantine in the Rest of the Country from 01 to 15 May 2020, Adopting the Omnibus Guidelines on the Implementation Thereof, and for Other Purposes dated 30 April 2020.

2. **ENJOIN** PEs to maximize the use of existing rules under RA No. 9184, its IRR and related issuances on the conduct of procurement activities, particularly those meant to streamline, simplify and expedite the conduct of procurement and address the challenges and disruptions brought by calamities and crisis such as the COVID-19 pandemic, such as use of videoconferencing, webcasting and similar technology in the conduct of any of the meetings and determination of quorum by the BAC<sup>15</sup> and use of digital signatures in procurement related documents;<sup>16</sup>
3. In order to complement these, **ALLOW** the (i) submission of procurement related documents, except for the submission and receipt of bids, through electronic mail or facsimile subject to the submission of the printed copies as soon as practicable, as determined by the Bids and Awards Committee (BAC); and (ii) use of other forms of digital or electronic signature in all procurement related documents. For this purpose, PEs shall establish their respective internal rules to ensure the security, integrity and authenticity of the documents electronically submitted and the use of digital or electronic signature.

These measures shall be allowed at any time, not just during a State of Calamity, or implementation of community quarantine or similar government restrictions.

4. In light of the unavailability of the online bidding facility under the modernized Philippine Government Electronic Procurement System (mPhilGEPS), **AUTHORIZE** the online or electronic submission and receipt of bids for procurement modalities where a two-envelope procedure or sealed price quotation is required. The BAC shall decide whether to allow the online or electronic submission and receipt of bids based on the PE's procurement needs and capabilities.

- 4.1 The GPPB Online Portal established under Item 9.0 of the GPPB Circular No. 1-2020<sup>17</sup> shall be further developed to allow for the online submission and receipt of bids. The GPPB Online Portal shall ensure the security, integrity and confidentiality of the bids submitted and generate an audit trail of transactions for the security, integrity and authenticity of the bid submissions.

The GPPB-TSO shall issue the procedure for the use of the GPPB Online Portal for the online submission and receipt of bids, once it becomes operational.

- 4.2 Bid submission may be done through any electronic means available to the PEs, provided that the same:
  - a. uses a two-factor security procedure consisting of an archive format compression and password protection to ensure the security, integrity and confidentiality of the bids submitted;
  - b. allows access to a password-protected Bidding Documents on opening date and time. The passwords for accessing the file will be disclosed by the Bidders only during the actual bid opening which may be done in person or face-to-face through videoconferencing, webcasting or similar technology; and

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<sup>15</sup> GPPB Resolution No. 24-2018 dated 4 December 2018.

<sup>16</sup> GPPB Resolution No. 16-2019 dated 17 July 2019.

<sup>17</sup> Guidelines for Emergency Procurement under Republic Act No. 11469 or the Bayanihan to Heal as One Act dated 6 April 2020.

- c. capable of generating an audit trail of transactions to ensure the security, integrity and authenticity of bid submissions.

For this purpose, the highest official managing the Information Technology system of the agency shall issue a Certification describing the electronic system or procedure to be used by the PE for the electronic submission and receipt of bids and a statement that the same is compliant with the foregoing requirements. The said Certification shall be submitted to the GPPB-TSO through [ITcertification@gppb.gov.ph](mailto:ITcertification@gppb.gov.ph) prior to posting of the Bidding Documents allowing for electronic submission and receipt of bids.

5. Moreover, PEs shall ensure **ADOPTION** of the following procedure for online or electronic bid submission:

- 5.1 The Invitation to Bid, including the Bidding Documents shall clearly state whether the PE shall allow the submission and receipt of bids through electronic means;
- 5.2 Bidders shall submit their Bids through any of the abovementioned online or electronic facilities at any time before the closing date and time specified in the Bidding Documents;
- 5.3 Upon receipt of the first and second envelopes, PEs shall generate a Bid receipt page for the official time of submission which can be saved or printed by the bidder; and
- 5.4 As with manual submission, Bidders may modify or withdraw their Bid at any time before the deadline for the submission and receipt of bids. Where a bidder modifies its Bid, it shall not be allowed to retrieve its original Bid and shall only be allowed to submit another. For electronic bid submission, Bidders shall send another Bid equally secured, properly identified, and labelled as a "modification" of the one previously submitted. The time indicated in the latest Bid receipt page generated shall be the official time of submission. Bids submitted after the deadline shall not be accepted.

The use of the aforesaid online or electronic bid submission shall be allowed until such time as the online bidding facility under the mPhilGEPS becomes fully operational. For this purpose, the PhilGEPS shall submit to the GPPB-TSO the proposed guidelines for the use of the online bidding facility during its testing stage to ensure the timely review and approval of the Board.

6. In consideration of the limited access to financial institutions, regulatory and other offices, as well as the implementation of government restrictions on transport and travel, **ALLOW** PEs to accept the following alternate documentary requirements for procurement activities during a State of Calamity, or implementation of community quarantine or similar restrictions declared or being implemented either in the locality of the PE or of the Bidder:

- 6.1 Unnotarized Bid Securing Declaration;
- 6.2 Expired Business or Mayor's permit with Official Receipt of renewal application, subject to submission of Business or Mayor's permit after award of contract but before payment;

- 6.3 Unnotarized Omnibus Sworn Statement subject to compliance therewith after award of contract but before payment; and
- 6.4 Performance Securing Declaration (PSD) in lieu of a performance security to guarantee the winning bidder's faithful performance of obligations under the contract, subject to the following:
- 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 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. A copy of the PSD form is attached hereto as Annex "A";
  - 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
  - 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 Calamity, or community quarantine or similar restrictions, as the case may be.

The BAC shall determine or validate the existence of the State of Calamity, or implementation of community quarantine or similar restrictions and may require the submission of documentary proof for this purpose.

7. **ALLOW** the BAC to suspend the conduct of procurement activities adversely affected or interrupted by the declaration of a State of Calamity, or implementation of community quarantine or similar restrictions at any time during the existence of such calamity, or quarantine or similar restrictions, and when it has assessed or determined that:
- 7.1 No Bidder will be able to submit a Bid or comply with the requirements of the procurement rules due to the limitations resulting from the declaration of a State of Calamity, or implementation of a community quarantine or similar restrictions; or
  - 7.2 The conduct of procurement activities cannot be undertaken without endangering the health and welfare of its personnel despite the work from home or other alternative work arrangements.

In case of suspension, the BAC shall notify all prospective bidders and post a notice on the PE's website, if any. The notice shall include the suspension of the conduct of procurement activities for a specific Procurement Project,<sup>18</sup> its estimated date of resumption and all the implications of such suspension which shall include, but not limited to the fixed price rule in procurement, extension of the bid validity and security, validity of the eligibility requirements prior to the award of contract, conditions of award, and revised date of delivery.

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<sup>18</sup> As defined under GPPB Circular No. 06-2019 dated 17 July 2019, a Procurement Project shall refer 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 APP.

Given the COVID-19 pandemic, PEs may retroactively suspend the conduct of procurement activities beginning 9 March 2020 following the declaration by the President of a State of Public Health Emergency throughout the Philippines, subject to the determination by the BAC of the existence of any of the grounds for the suspension of the conduct of procurement activities and compliance with the notice requirement.

8. **ALLOW** the subsequent tolling of the periods for the Procurement Projects covered by the suspension, including the running of the 3-month period to award the contract and terminate the procurement process under Section 38 of RA No. 9184, during the suspension of the conduct of procurement activities, as determined by the BAC.

The suspension of the conduct of procurement activities shall be lifted upon determination of the BAC that the basis for the suspension no longer exists or upon the lifting of the State of Calamity, or implementation of community quarantine or similar restrictions, as the case may be. In which case, the BAC shall notify all affected bidders of the lifting of the suspension and post a notice on the PE's website, if any.

The period for the conduct of procurement activities shall run again upon posting of the notice of resumption of procurement activities on the website of the PE, if any, or in the absence thereof, any conspicuous place in the premises of the PE. The PE shall likewise inform the affected bidders of the resumption of procurement activities for the participation and/or compliance, as the case may be.

The period of action on procurement activities shall not commence anew but rather, grants the PE the balance of the remaining period available for the conduct of procurement activities which has been tolled or suspended.

9. Without prejudice to Section 35.1 of the 2016 revised IRR of RA No. 9184, **ALLOW** the BAC, upon consultation with the end-user unit, to cancel or terminate the conduct of procurement activities for any justifiable reason, such as but not limited to:

- 9.1 the physical and economic conditions have significantly changed so as to render the project no longer economically, financially, or technically feasible, as determined by the end-user unit;
- 9.2 the project is no longer necessary as determined by the end-user unit;
- 9.3 the source of funds for the project has been withheld or reduced through no fault of the PE; or
- 9.4 brought about by the declaration of a State of Calamity, or implementation of community quarantine or similar restrictions.

The cancellation or termination authorized herein shall be allowed at any time, not just during a State of Calamity, or implementation of community quarantine or similar government restrictions.

A copy of the relevant provisions and guidelines on submission and receipt of bids as well as on suspension and termination that are amended as a consequence of the foregoing is attached as Annex "B" and made an integral part hereof.



This Resolution shall take effect immediately.

**APPROVED** this 7<sup>th</sup> day of May 2020 at Manila, Philippines.

Sgd.

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**WENDEL E. AVISADO**  
*GPPB, Chairperson*  
**DEPARTMENT OF BUDGET AND  
MANAGEMENT**

Sgd.

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**LAURA B. PASCUA**  
*Alternate to the Chairperson*  
**DEPARTMENT OF BUDGET AND  
MANAGEMENT**

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**NATIONAL ECONOMIC AND  
DEVELOPMENT AUTHORITY**

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**DEPARTMENT OF EDUCATION**

Sgd.

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**DEPARTMENT OF ENERGY**

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**DEPARTMENT OF FINANCE**

Sgd.

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**DEPARTMENT OF HEALTH**

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**DEPARTMENT OF THE INTERIOR AND  
LOCAL GOVERNMENT**

Sgd.

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**DEPARTMENT OF NATIONAL  
DEFENSE**

Sgd.

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**DEPARTMENT OF PUBLIC WORKS AND  
HIGHWAYS**

Sgd.

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**DEPARTMENT OF SCIENCE AND  
TECHNOLOGY**

Sgd.

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**DEPARTMENT OF TRADE AND INDUSTRY**

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**DEPARTMENT OF TRANSPORTATION**

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**DEPARTMENT OF INFORMATION AND  
COMMUNICATIONS TECHNOLOGY**

Sgd.

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**PRIVATE SECTOR REPRESENTATIVE**

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

X-----X

**PERFORMANCE SECURING DECLARATION**

*Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]*

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year if in case it is my first offense, or two (2) years if I have a prior similar offense upon receipt of your Blacklisting Order if I/we have violated my/our obligations under the Contract.
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
  - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
    - i. Procuring Entity has no claims filed against the contract awardee;
    - ii. It has no claims for labor and materials filed against the contractor; and
    - iii. Other terms of the contract; or
  - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 IRR of RA No. 9184 as required by the end-user.

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

***[Insert NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE]***  
***[Insert signatory's legal capacity]***  
Affiant

**SUBSCRIBED AND SWORN** to before me this \_\_ day of *[month]* *[year]* at *[place of execution]*, Philippines.

*[Select one of the two following paragraphs and delete the other]*

Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC).

Affiant/s exhibited to me his/her *[insert type of government identification card used]* with no. \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_.

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

**NAME OF NOTARY PUBLIC**

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

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

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

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

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

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

Page No. \_\_\_\_

Book No. \_\_\_\_

Series of \_\_\_\_.

**2016 REVISED IMPLEMENTING RULES AND REGULATIONS (IRR)  
OF REPUBLIC ACT (RA) NO. 9184**

<b>ORIGINAL</b>	<b>AMENDED</b>
<p><b>Section 25. Submission and Receipt of Bids</b></p> <p>25.1 Bidders shall submit their bids through their duly authorized representative using the forms specified in the Bidding Documents in two (2) separate sealed bid envelopes, and which shall be submitted simultaneously. The first shall contain the technical component of the bid, including the eligibility requirements under Section 23.1 of this IRR for the procurement of Goods and Infrastructure Projects, and the second shall contain the financial component of the bid.</p>	<p><b>Section 25. Submission and Receipt of Bids</b></p> <p>25.1. Bidders shall submit their bids through their duly authorized representative using the forms specified in the Bidding Documents in two (2) separate sealed bid envelopes, <b>or two (2) password-protected Bidding Documents in compressed archive folders, in case of electronic bid submission</b>, and which shall be submitted simultaneously. The first shall contain the technical component of the bid, including the eligibility requirements under Section 23.1 of this IRR for the procurement of Goods and Infrastructure Projects, and the second shall contain the financial component of the bid.</p>
<p>25.6 Bids, including the eligibility requirements under Section 23.1 of this IRR, submitted after the deadline shall not be accepted by the BAC. The BAC shall record in the minutes of bid submission and opening, the bidder's name, its representative and the time the late bid was submitted.</p>	<p>25.6 Bids, including the eligibility requirements under Section 23.1 of this IRR, submitted after the deadline shall not be accepted by the BAC. The BAC shall record in the minutes of bid submission and opening, the bidder's name, its representative and the time the late bid was submitted <b>or in case of online or electronic bid submission, generate a Bid receipt page for the official time of late submission which can be saved or printed by the bidder.</b></p>
<p>25.9 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>	<p>25.9 Unsealed or unmarked bid envelopes, <b>or in case of electronic bid submission, Bidding Documents not in compressed archive folders and are not password-protected</b>, shall be rejected. However, bid envelopes that are not properly sealed and marked <b>or not properly compressed and password-protected</b>, 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</p>

	<p>marked bid, or <b>improperly compressed or password-protected folder</b>, or for its premature opening.</p>
<p><b>Section 26. Modification and Withdrawal of Bids</b></p> <p>26.1 A bidder may modify its bid, provided that this is done before the deadline for the submission and receipt of bids. Where a bidder modifies its bid, it shall not be allowed to retrieve its original bid, but shall only be allowed to send another bid equally sealed, properly identified, linked to its original bid and marked as a “modification,” thereof, and stamped “received” by the BAC. Bid modifications received after the applicable deadline shall not be considered and shall be returned to the bidder unopened.</p>	<p><b>Section 26. Modification and Withdrawal of Bids</b></p> <p>26.1 A bidder may modify its bid, provided that this is done before the deadline for the submission and receipt of bids. <b>For manual submission and receipt of bids</b>, where a bidder modifies its bid, it shall not be allowed to retrieve its original bid, but shall only be allowed to send another bid equally sealed, properly identified, linked to its original bid and marked as a “modification,” thereof, and stamped “received” by the BAC. Bid modifications received after the applicable deadline shall not be considered and shall be returned to the bidder unopened.</p> <p><b>For online or electronic bid submission, where a bidder modifies its Bid, it shall not be allowed to retrieve its original Bid, but shall only be allowed to send another Bid equally secured and properly identified. In the case of electronic submission, to be labelled as a “modification,” of the one previously submitted. The time indicated in the latest Bid receipt page generated shall be the official time of submission. Bids submitted after the deadline shall not be accepted.</b></p>
<p><b>Section 29. Bid Opening</b></p> <p>The BAC shall open the bids immediately after the deadline for the submission and receipt of bids. The time, date, and place of the opening of bids shall be specified in the Bidding Documents.</p>	<p><b>Section 29. Bid Opening</b></p> <p>The BAC shall open the bids immediately after the deadline for the submission and receipt of bids. The time, date, and place of the opening of bids shall be specified in the Bidding Documents.</p> <p><b>For electronic bid submission, the passwords for accessing the Bidding Documents will be disclosed by the Bidders only during the actual bid opening which may be done in person or face-to-face through videoconferencing, webcasting or similar technology.</b></p>

<p><b>Section 35. Failure of Bidding</b></p> <p>35.1. The BAC shall declare the bidding a failure when:</p> <ul style="list-style-type: none"> <li>a) No bids are received;</li> <li>b) All prospective bidders are declared ineligible;</li> <li>c) All bids fail to comply with all the bid requirements or fail post-qualification, or, in the case of Consulting Services, there is no successful negotiation; or</li> <li>d) The bidder with the LCRB, HRRB, SCRB or SRRB refuses, without justifiable cause, to accept the award of contract, and no award is made in accordance with Section 40 of the Act and this IRR.</li> </ul>	<p><b>Section 35. Failure of Bidding</b></p> <p><b>(NEW) Section 35.6</b></p> <p><b>Without prejudice to Sec. 35.1 hereof, the BAC is authorized, upon consultation with the end-user unit, to cancel or terminate the conduct of procurement activities, for any justifiable reason, such as but not limited to:</b></p> <ul style="list-style-type: none"> <li><b>a) the physical and economic conditions have significantly changed so as to render the project no longer economically, financially, or technically feasible, as determined by the end-user unit;</b></li> <li><b>b) the project is no longer necessary as determined by the end-user unit;</b></li> <li><b>c) the source of funds for the project has been withheld or reduced through no fault of the PE; or</b></li> <li><b>d) brought about by the declaration of a State of Calamity, or implementation of community quarantine or similar restrictions.</b></li> </ul>
<p><b>Section 38. Period of Action on Procurement Activities</b></p> <p>38.1. The procurement process from the opening of bids up to the award of contract shall not exceed three (3) months, or a shorter period to be determined by the Procuring Entity concerned. All members of the BAC shall be on a “jury duty” type of assignment until the Notice of Award is issued by the HoPE in order to complete the entire procurement process at the earliest possible time.</p> <p>xxx</p> <p>38.2. The maximum periods and the recommended earliest possible time for action on specific procurement activities are provided for in Annex “C” of this IRR. In case the deadline for each activity falls on a non-working day (i.e. Saturday and Sunday), legal holiday, or special non-working holiday, or other nonworking days duly declared by the President, Governor, Mayor or other Government Official authorized to</p>	<p><b>Section 38. Period of Action on Procurement Activities</b></p> <p>38.1. The procurement process from the opening of bids up to the award of contract shall not exceed three (3) months, or a shorter period to be determined by the Procuring Entity concerned. All members of the BAC shall be on a “jury duty” type of assignment until the Notice of Award is issued by the HoPE in order to complete the entire procurement process at the earliest possible time.</p> <p>xxx</p> <p>38.2. The maximum periods and the recommended earliest possible time for action on specific procurement activities are provided for in Annex “C” of this IRR. In case the deadline for each activity falls on a non-working day (i.e. Saturday and Sunday), legal holiday, or special non-working holiday, or other nonworking days duly declared by the President, Governor, Mayor or other Government Official authorized to make</p>

<p>make such declaration, the deadline shall be the next working day.</p> <p>xxx</p> <p>xxx</p>	<p>such declaration, the deadline shall be the next working day.</p> <p>xxx</p> <p>xxx</p> <p><b>(NEW) 38.4 The period of action on procurement activities is tolled or suspended, as follows:</b></p> <ul style="list-style-type: none"> <li><b>a. For Early Procurement Activities, pending approval and effectivity of the GAA, corporate budget or appropriations ordinance, or the loan agreement in the case of FAPs; and</b></li> <li><b>b. during the suspension of the conduct of procurement activities, as determined by the BAC.</b></li> </ul> <p>The period of action on procurement activities which has been tolled or suspended shall begin to run again once the basis of such tolling or suspension no longer exists, such as upon the approval and effectivity of the GAA, reenacted budget, appropriations ordinance, corporate budget or loan agreement, as the case may be, or upon lifting of the suspension of the conduct of procurement activities.</p> <p>The period of action on procurement activities shall not commence anew but rather, grants the PE the balance of the remaining period available for the conduct of procurement activities which has been tolled or suspended.</p>
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**ANNEX “H” OR CONSOLIDATED GUIDELINES FOR THE ALTERNATIVE METHODS OF PROCUREMENT OF THE 2016 REVISED IRR OF RA NO. 9184**

<i>ORIGINAL</i>	<i>AMENDED</i>
<p><b>V. Specific Guidelines</b></p> <p>xxx</p> <p>D. Negotiated Procurement.</p> <p>xxx</p>	<p><b>V. Specific Guidelines</b></p> <p>xxx</p> <p>D. Negotiated Procurement.</p> <p>xxx</p>



<p>9. Lease of Real Property and Venue</p> <p>xxx</p> <p>c) Procedures for Lease of Privately-Owned Real Property and Venue</p> <p>i. Real Property</p> <p>a) The BAC shall invite at least three (3) prospective Lessors to submit sealed price quotations.</p> <p>On a specified date, submitted price quotations shall be opened to determine the Lowest Calculated Quotation. Receipt of at least one (1) quotation is sufficient to proceed with the evaluation thereof.</p>	<p>9. Lease of Real Property and Venue</p> <p>xxx</p> <p>c) Procedures for Lease of Privately-Owned Real Property and Venue</p> <p>i. Real Property</p> <p>a) The BAC shall invite at least three (3) prospective Lessors to submit sealed price quotations <b>or password-protected price quotations in compressed archive folders, in case of electronic submission of price quotations.</b></p> <p>On a specified date, submitted price quotations shall be opened to determine the Lowest Calculated Quotation. Receipt of at least one (1) quotation is sufficient to proceed with the evaluation thereof.</p> <p><b>For electronic submission of price quotations, the passwords for accessing the same will be disclosed by the prospective Lessors on a specified date which may be done in person or face-to-face through videoconferencing, webcasting or similar technology.</b></p>
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### GUIDELINES ON NON-GOVERNMENTAL ORGANIZATION PARTICIPATION IN PUBLIC PROCUREMENT<sup>19</sup>

<p><b>6.0 Negotiated Procurement Under Section 53.11 of IRR</b></p> <p>xxx</p> <p>6.2 After the required posting period, the procuring entity shall invite at least three (3) prospective NGOs to submit sealed price quotations.</p> <p>xxx</p>	<p><b>6.0 Negotiated Procurement Under Section 53.11 of IRR</b></p> <p>xxx</p> <p>6.2 After the required posting period, the procuring entity shall invite at least three (3) prospective NGOs to submit sealed price quotations <b>or password-protected price quotations in compressed archive folders, in case of electronic submission of price quotations.</b></p> <p>xxx</p>
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<sup>19</sup> As amended by GPPB Resolution 03-2011, dated 28 January 2011, published in the Manila Times on 6 April 2011.

6.4 On the date specified in the notice, the procuring entity shall open the price quotations and determine the Lowest Calculated Bid (LCB). Consistent with the nature of an NGO, no profit should be included in its bid. Thus, the procuring entity shall ensure that the LCB does not include any profit margin or mark-up.

6.4 On the date specified in the notice, the procuring entity shall open the price quotations and determine the Lowest Calculated Bid (LCB). **For electronic submission of price quotations, the passwords for accessing the same will be disclosed on a specified date by the prospective NGOs to the Procuring Entity either in person or face-to-face through videoconferencing, webcasting or similar technology and the Procuring Entity shall determine the Lowest Calculated Bid (LCB).** Consistent with the nature of an NGO, no profit should be included in its bid. Thus, the procuring entity shall ensure that the LCB does not include any profit margin or mark-up.



**APPROVING THE CIRCULAR ON THE GUIDELINES IN THE PREPARATION OF THE SIMPLIFIED PHILIPPINE BIDDING DOCUMENTS FOR GOODS AND INFRASTRUCTURE PROJECTS AND SUBMISSION OF THE REQUIRED FORMS FOR THE PROCUREMENT OF GOODS, INFRASTRUCTURE PROJECTS, AND CONSULTING SERVICES WITH RELATED AMENDMENTS TO THE 2016 REVISED IMPLEMENTING RULES AND REGULATIONS OF REPUBLIC ACT NO. 9184**

**WHEREAS**, Republic Act (RA) No. 9184, otherwise known as the “Government Procurement Reform Act,” took effect on 26 January 2003, while its 2016 revised Implementing Rules and Regulations (IRR) took effect on 28 October 2016;

**WHEREAS**, Section 63 of RA No. 9184 and its 2016 revised IRR authorizes the Government Procurement Policy Board (GPPB) to formulate public procurement policies, rules and regulations, and amend its IRR and corresponding standard forms for procurement, whenever necessary;

**WHEREAS**, Section 3 (c) of RA No. 9184 mandates that all procurement of the national government, its departments, bureaus, offices and agencies, including state universities and colleges, government-owned and/or -controlled corporations, government financial institutions, and local government units, shall be governed by the principle, among others, on a “[s]treamlined procurement process that will uniformly apply to all government procurement. The procurement process shall be simple and made adaptable to advances in modern technology in order to ensure an effective and efficient method;”

**WHEREAS**, Section 6 of RA No. 9184 provides for the following requirement on the standardization of the procurement process and forms:

To systematize the procurement process, avoid confusion and ensure transparency, the procurement process, including the forms to be used, shall be standardized insofar as practicable. For this purpose, the GPPB shall pursue the development of generic procurement manuals and standard bidding forms, the use of which once issued shall be mandatory upon all Procuring Entities;

**WHEREAS**, Sections 6.1 and 6.2 of the 2016 revised IRR of RA No. 9184 further require the use the Philippine Bidding Documents by the procuring entities (PEs) as follows:

To systematize the procurement process, avoid confusion and ensure transparency the GPPB shall pursue the development and approval of generic procurement manuals, standard Bidding Documents, and forms, including those to be used for major procurement like drugs and textbooks; and

Procuring Entities are mandated to use the Generic Procurement Manuals (GPMs), Philippine Bidding Documents (PBDs), and other standard forms of the GPPB. However, whenever necessary to suit the particular needs of the Procuring Entity, modifications may be made, particularly for major and specialized procurement, subject to the approval of the GPPB;

**WHEREAS**, Section 4.3 of the 2016 revised IRR of RA No. 9184 also recognizes the use of the PBDs and the standard bidding forms for foreign-assisted projects (FAPs) unless a Treaty or International or Executive Agreement expressly states the use of a different set of bidding documents;

**WHEREAS**, GPPB Resolution No. 09-2020<sup>1</sup> provides for the further development of the GPPB Online Portal,<sup>2</sup> which shall also serve as an online bid submission platform until the establishment of the modernized Philippine Government Electronic Procurement System (PhilGEPS);

**WHEREAS**, GPPB Resolution No. 15-2020<sup>3</sup> approved the 6th Edition PBDs for Goods and Infrastructure Projects, which shall also be utilized for the online preparation of the PBDs, a functionality being featured under the said GPPB Online Portal in connection with the online submission and receipt of bids;

**WHEREAS**, the same Resolution approved the simplification of the said PBDs by applying strategies, among others, to separate the sections on the FAPs and bidding forms from the PBDs, and instead, a Circular shall be issued for the preparation of the PBDs and the bidding forms;

**WHEREAS**, during the 11<sup>th</sup> GPPB Meeting<sup>4</sup> on 16 September 2020, the GPPB-Technical Support Office (TSO) presented the following proposals:

1. The Circular on the guidelines for the following:
  - a. Preparation of the PBDs for Procurement Projects, including the use of a new electronic method of preparing these PBDs;
  - b. Submission of the Required Forms by the Bidder; and
  - c. Use of the PBDs for FAPs.
2. Amendments to the Required Forms, as follows:
  - a. In Sections 23(a)(iv), 23(a)(vii), 23(a)(viii), and 24(a)(iv) of the 2016 revised IRR of RA No. 9184 wherein “prospective” is deleted in the forms for consistency;
  - b. In Section 25.3 of the 2016 revised IRR of RA No. 9184 on the Omnibus Sworn Statement, which shall include:
    - i. Paragraph (b) clarifying that the Bidder is not “blacklisted” by itself or by its relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting; and
    - ii. Paragraph (i) stating that “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.”

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<sup>1</sup> Dated 07 May 2020.

<sup>2</sup> Established in May 2020 through GPPB Circular No. 1-2020.

<sup>3</sup> Dated 28 July 2020.

<sup>4</sup> conducted via Zoom.

3. Amendments to Sections 30.1 and 30.2 of the 2016 revised IRR of RA No. 9184 with respect to Required Forms for online or electronic bid submissions, specifically:
  - a. The scanned copies of the Bid Securing Declaration or other forms of bid security excluding cash, and the Omnibus Sworn Statement submitted in the first bid envelope are considered compliant with the requirements for bid submission under the rules, subject to submission of the original copies thereof during the post-qualification stage; and
  - b. The scanned copies of the Bid Form, Price Schedules, or other forms in the second bid envelope are considered compliant with the requirements for bid submission under the rules.
4. Amendment to the Required Form for the Performance Securing Declaration to reflect that winning bidder accepts that it will be automatically disqualified from bidding for any procurement contract with any PE for two (2) years for the second offense based on the rules, instead of indicating "prior similar offense;" and
5. Harmonize the provisions of the 2016 revised IRR and its associated issuances specifying automatic disqualification, instead of suspension or automatic blacklisting, for offenses imposed for undertakings such as the Bid Securing Declaration and Performance Securing Declaration since this stricter penalty should be meted for violations of the terms and conditions of the undertakings, considering that these are mere commitments without any considerations.

**WHEREAS**, the GPPB, after careful review and due deliberation of the final comments and suggestions of the members, agreed to approve the recommendations of the GPPB-TSO on all matters on (i) the Circular on the guidelines in the preparation of PBDs, which includes the use of PBD Builder, and submission of Required Forms; (ii) the related amendments to Sections 23(a)(iv), 23(a)(vii), 23(a)(viii), 24(a)(iv), 25.3, 30.1, 30.2, and 37.2.3(f) of the 2016 revised IRR of RA No. 9184 on Required Forms, (iii) the amendment to the Performance Securing Declaration relative to the second offense; (iv) harmonizing the provisions of the 2016 revised IRR and its associated issuances on the undertakings such as the Bid Securing Declaration and Performance Securing Declaration, with respect to automatic disqualification as stricter penalty; and (v) the authority of the GPPB-TSO to issue and update procedures in the use of the said PBD Builder

**NOW, THEREFORE**, for and in consideration of the foregoing, **WE**, the Members of the **GOVERNMENT PROCUREMENT POLICY BOARD**, by virtue of the powers vested on **US**, by law and other executive issuances, hereby **RESOLVE**, to confirm, adopt, and approve, as **WE** hereby confirm, adopt, and approve the following:

1. **ISSUE** the Circular providing for the guidelines in the preparation of the PBDs and submission of the Required Forms, a copy of which is attached as Annex "A" with Appendix 1 containing the templates of these forms;
2. **AMEND** Sections 23 (a)(iv), 23(a)(vii), 23(a)(viii), 24.1(a)(iv), 25.3, 27.5, 30.1, and 30.2, of the 2016 revised IRR of RA No. 9184, a copy of which is attached as Annex "B;"
3. **REVISE** the Required Form for the PSD to clarify on the automatic disqualification of a supplier from bidding for any procurement contract with

any PE upon receipt of its Blacklisting Order depending on whether it is a first or second offense of violating its obligations under the Contract;

4. **HARMONIZE** the provisions of the 2016 revised IRR and its associated issuances for undertakings such as Bid Securing Declaration and Performance Securing Declaration, by indicating automatic disqualification, instead of suspension or automatic blacklisting, as the penalty for offenses of violating the terms and conditions thereof;
5. **APPROVE** the use of the PBD Builder in the GPPB Online Portal for the online preparation of PBDs for Goods and Infrastructure Projects; and
6. **AUTHORIZE** the GPPB-TSO to issue and update the procedures in the use of the said PBD Builder, as may be deemed necessary.

This Resolution shall take effect immediately following the publication in the Official Gazette or any newspaper of general nationwide circulation.

**APPROVED** this 16<sup>th</sup> day of September 2020 at Manila, Philippines.

Sgd.

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**WENDEL E. AVISADO**  
*GPPB, Chairperson*  
**DEPARTMENT OF BUDGET AND  
MANAGEMENT**

Sgd.

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**LAURA B. PASCUA**  
*Alternate to the Chairperson*  
**DEPARTMENT OF BUDGET AND  
MANAGEMENT**

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**NATIONAL ECONOMIC AND  
DEVELOPMENT AUTHORITY**

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**DEPARTMENT OF EDUCATION**

Sgd.

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**DEPARTMENT OF ENERGY**

Sgd.

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**DEPARTMENT OF FINANCE**

Sgd.

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**DEPARTMENT OF HEALTH**

Sgd.

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**DEPARTMENT OF THE INTERIOR AND  
LOCAL GOVERNMENT**

Sgd.

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**DEPARTMENT OF NATIONAL  
DEFENSE**

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**DEPARTMENT OF PUBLIC WORKS AND  
HIGHWAYS**

Sgd.

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**DEPARTMENT OF SCIENCE AND  
TECHNOLOGY**

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**DEPARTMENT OF TRADE AND INDUSTRY**

Sgd.

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**DEPARTMENT OF TRANSPORTATION**

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**DEPARTMENT OF INFORMATION AND  
COMMUNICATIONS TECHNOLOGY**

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**PRIVATE SECTOR REPRESENTATIVE**



## ANNEX "A"

Unit 2504 Raffles Corporate Center  
F. Ortigas Jr. Road, Ortigas Center  
Pasig City, Philippines 1605

**CIRCULAR 04-2020**  
**16 September 2020**

**TO : All Procuring Entities**

**SUBJECT : Guidelines in the Preparation of the Simplified Philippine Bidding Documents for Goods and Infrastructure Projects and the Submission of the Required Forms to be included in the Procurement of Goods, Infrastructure Projects, and Consulting Services**

### 1.0 OBJECTIVE

This Circular is issued to guide all Procuring Entities (PEs) in the preparation of the Simplified Philippine Bidding Documents (PBDs) for Goods and Infrastructure Projects and the submission of the Required Forms for the procurement of Goods, Infrastructure Projects, and Consulting Services.

### 2.0 SCOPE AND APPLICATION

This Circular shall apply to all PEs or to any branch, Constitutional Commission, agency, department, bureau, office, or instrumentality of the Government of the Philippines, National Government Agencies, including Government-Owned and/or -Controlled Corporations, Government Financial Institutions, State Universities and Colleges, and Local Government Units.

### 3.0 USE OF THE SIMPLIFIED PBDS AND THE SUBMISSION OF THE REQUIRED FORMS

- 3.1. All the provisions of Republic Act (RA) No. 9184 and its 2016 revised Implementing Rules and Regulations (IRR), including its Generic Procurement Manuals (GPMs) and associated policies, rules and regulations shall be the primary source for the bidding and contract implementation requirements of Procurement Projects and shall therefore apply in the use and implementation of the Simplified PBDs.<sup>5</sup>
- 3.2. Pursuant to Section 6 of RA No. 9184 and its 2016 revised IRR, the PEs are mandated to use the latest approved PBDs<sup>6</sup> and the standard forms to be submitted by the Bidders under Sections 17 and 23 of the 2016 revised IRR of RA No. 9184. The said standard forms shall be referred to herein as the Required Forms.

<sup>5</sup>6<sup>th</sup> Edition PBDs for the Procurement of Goods and Infrastructure Projects, as approved by the GPPB through Resolution No. 15-2020 dated 28 July 2020.

<sup>6</sup>GPPB Resolution No. 15-2020 dated 28 July 2020.



- 3.3. The PE may be allowed to customize the PBDs in the following instances:
- a. Pursuant to Section 6.2 of the 2016 revised IRR of RA No. 9184, modifications may be made to the PBDs, particularly for specialized procurement, whenever necessary to suit the PE's specific needs, **subject to the approval of the GPPB**; or
  - b. Under Section 17.2 of the 2016 revised IRR of RA No. 9184 on mixed procurements, the PE shall specify in the PBDs the requirements, criteria, and other conditions of the bidding procedures and of the ensuing contract as applicable to each component of the Procurement Project.
- 3.4. Unless a Treaty or International or Executive Agreement expressly states the use of another set of bidding documents, the PEs shall likewise utilize the PBDs and the Required Forms for their foreign-assisted projects in accordance with Section 4.3 of the 2016 revised IRR of RA No. 9184.

#### **4.0 PREPARATION OF THE PBDs**

- 4.1. Preparation of the PBDs may be done by the PE in two ways:
- a. the existing manual method by downloading a copy of the latest approved PBDs from the GPPB website link: <https://www.gppb.gov.ph/downloadables.php> by clicking the tab for PBDs then updating the contents based on its current Procurement Project; or
  - b. the new electronic method through the PBD Builder in the GPPB Online Portal, once operational, through this link: <https://gppbgovph.com/PBDListings.php>.
- 4.2. The Project Identification Number shall be based on the PE's internal rules. The said identification number shall be maintained or used until the successful award or cancellation of the Procurement Project. This is without prejudice to any subsequent issuance setting up a standard format in the identification of Procurement Projects.
- 4.3. The prescribed documents and/or information in Sections 17 and 23 of the 2016 revised IRR of RA No. 9184 on the form and contents of the PBDs and the eligibility requirements, respectively shall not be revised or amended by the PEs. The PEs are also proscribed from requiring the bidders to submit additional eligibility documents other than what are required under the said rules.
- 4.4. The PEs shall indicate in the PBDs the following:
- a. Approved Budget for Contract (ABC);
  - b. Information in the Invitation to Bid/Request for Expressions of Interest, as required in Section 21 of the 2016 revised IRR of RA No.9184;
  - c. Information required in the Bid Data Sheet that supplement, amend, or identify the requirements included in the Instruction to Bidders, which are specific to the Procurement Project, such as scope of bid, documents comprising the bid, criteria for eligibility, bid evaluation methodology/criteria and post-qualification, as well as the date, time and

place of the pre-bid conference, submission of bids and opening of bids;

- d. Scope of Work or Terms of Reference;
- e. Technical Specifications; and
- f. Delivery Date or Completion Schedule.

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

5.1. The Required Forms shall include:

- a. For all Procurement Projects:
  - i. Form of Contract or Contract Agreement Form as provided in Sections 17.1 (l) and 37.2 of the 2016 revised IRR, including contract price under Section 61 of the same IRR;
  - ii. Bid Security as identified in Section 17(j) of the 2016 revised IRR, which may either be (i) a Bid Securing Declaration as provided in Sections 27.2 and 27.5 of the 2016 revised IRR, as well as GPPB Resolution No. 03-2012<sup>7</sup> as amended by GPPB Resolution No. 15-2014;<sup>8</sup> or (ii) any other forms of bid security such as bank draft or guarantee, irrevocable letter of credit, or surety bond, as provided in Section 27.2 of the 2016 revised IRR;
  - iii. Performance Security as indicated in Sections 17.1 (k) and 39 of the 2016 revised IRR of RA No. 9184, which includes the Performance Securing Declaration (PSD) as an alternate performance security during a state of calamity or imposition of community quarantine pursuant to GPPB Resolution No.09-2020;<sup>9</sup> and
  - iv. Omnibus Sworn Statement in accordance with Section 25.3 of the 2016 revised IRR of RA No. 9184.
- b. Additional for Goods
  - i. Bid Form for the Procurement of Goods pursuant to Sections 17.1(h) and 25.8 of the 2016 revised IRR, including bid prices indicated in Sections 32.2.2 and 32.2.3 of the same IRR;
  - ii. Price Form or Price Schedule for the Procurement of Goods as stated in Section 17.1(h) of the 2016 revised IRR;
  - iii. Statement of the Bidder of all its ongoing government and private contracts, including contracts awarded but not yet started pursuant to Sections 23.1(a)(iv) of the 2016 revised IRR of RA No.9184; and
  - iv. Statement of the Bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid pursuant to Sections 23.1(a) (v) and 23.4.1.3 of the 2016 revised IRR of RA No.9184;

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<sup>7</sup>Dated 12 January 2012..

<sup>8</sup>Dated 20 June 2014..

<sup>9</sup>Dated 07 May 2020.

- v. Bidder's computation of Net Financial Contracting Capacity (NFCC) or committed Line of Credit for Goods pursuant to Section 23.1(a) (viii) of the 2016 revised IRR of RA No.9184;
  - vi. Warranty Security as indicated in Sections 17.1 (k) and 62 of the 2016 revised IRR of RA No. 9184;
  - vii. Joint Venture Agreement or duly notarized statements from all the potential joint venture partners as stated in Sections 23.1(b) of the 2016 revised IRR of RA No.9184.
  - viii. Certification as to the reciprocity for foreign bidders for the procurement of Goods, based on the Guidelines in the Determination of Eligibility of Foreign Suppliers, Contractors, and Consultants to Participate in Government Procurement Projects.
- c. Additional For Infrastructure Projects
- i. Bid Form for the Procurement of Infrastructure Projects pursuant to Sections 17.1(h) and 25.8 of the 2016 revised IRR, including bid prices indicated in Sections 32.2.2 and 32.2.3 of the same IRR;
  - ii. Statement of the Bidder of all its ongoing government and private contracts, including contracts awarded but not yet started pursuant to Sections 23.1(a)(iv) of the 2016 revised IRR of RA No.9184; and
  - iii. Statement of the Bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid pursuant to Sections 23.1(a) (v), 23.4.1.3, and 23.4.2.4 of the 2016 revised IRR of RA No.9184;
  - iv. Owner's Certificate of Acceptance or Constructors Performance Evaluation System (CPES) Rating for the procurement of Infrastructure Projects pursuant to Section 23.4.2.5 of the 2016 revised IRR of RA No.9184;
  - v. Bidder's computation of Net Financial Contracting Capacity (NFCC) pursuant to Section 23.1(a) (viii) of the 2016 revised IRR of RA No. 9184;
  - vi. Joint Venture Agreement as stated in Section 23.1(b) of the 2016 revised IRR of RA No.9184.
  - vii. Warranty Security as indicated in Sections 17.1 (k) and 62 of the 2016 revised IRR of RA No. 9184.
- d. Additional for Consulting Services
- i. All Technical Proposal Forms to be submitted with the Bid:
    - 1. Statement of the bidder of all its ongoing and completed government and private contracts, including contracts awarded but not yet started, with the relevant period provided in the PBDs based on Section 24.1(a) (iv) of the 2016 revised IRR of RA No. 9184;

2. Statement of the consultant specifying its nationality and confirming that those who will actually perform the service are registered professionals authorized by the appropriate regulatory body to practice those professions and allied professions, including their respective curriculum vitae, as stated in Section 24.1(a) (v) of the 2016 revised IRR of RA No. 9184;
  3. Organizational Chart as required under Section. 25.2 (c) ii of the 2016 revised IRR of RA No. 9184;
  4. Approach, work plan, and schedule as stated in Section 25 (c) (iv) of the 2016 revised IRR of RA No. 9184; and
  5. List of key personnel to be assigned to the contract to be bid, with their completed qualification and experience data, pursuant to Section. 25.2 (c) ii of the 2016 revised IRR of RA No. 9184.
- ii. All Financial Proposal Forms to be submitted with the Bid provided in the GPM pursuant to Annex “F” of the 2016 revised IRR of RA No. 9184 on the Contract Implementation Guidelines for the Procurement of Consulting Services:
    1. Financial Proposal Submission containing the total amount of the financial proposal in words and figures;
    2. Summary of Costs;
    3. Breakdown of Price per Activity;
    4. Breakdown of Remuneration per Activity;
    5. Reimbursables per Activity; and
    6. Other items as may be required in the bidding documents.
  - iii. Joint Venture Agreement or duly notarized statements from all the potential joint venture partners as stated in Section 24.1(b) of the 2016 revised IRR of RA No.9184.
- 5.2. The following templates are provided for easy reference, attached hereto as Appendix 1, which may also be accessed through this link: <https://www.gppb.gov.ph/downloadables.php>:
- 5.2.1. Bid Form for the Procurement of Goods
  - 5.2.2. Bid Form for the Procurement of Infrastructure Projects
  - 5.2.3. Price Schedule for Goods Offered from Abroad
  - 5.2.4. Price Schedule for Goods Offered from Within the Philippines
  - 5.2.5. Bid Securing Declaration
  - 5.2.6. Contract Agreement Form for the Procurement of Goods
  - 5.2.7. Contract Agreement Form for the Procurement of Infrastructure Projects;
  - 5.2.8. Omnibus Sworn Statement; and
  - 5.2.9. Performance Securing Declaration.
- 5.3. Bidders are highly encouraged to use the templates provided to minimize errors or omissions in the forms submitted. However, failure to use said templates is not a ground for disqualification, provided that the form submitted includes all the mandatory provisions required in the 2016 revised IRR of RA No. 9184 and its associated issuances and as identified in Item 6 of this Circular.

- 5.4. The Bid Securing Declaration, Performance Securing Declaration, Joint Venture Agreement or duly notarized statements from all the potential joint venture partners, Contract Agreement Form, and Omnibus Sworn Statement shall be notarized in accordance with the latest Rules on Notarial Practice.<sup>10</sup>

## 6.0 MANDATORY PROVISIONS OF REQUIRED FORMS

- 6.1. The Required Forms to be submitted by Bidders shall contain the following:

Required Forms	Mandatory Provisions
a. Bid Form	<ul style="list-style-type: none"> <li>i. Bid prices in figures and in words; and</li> <li>ii. The Bid price shall include the cost of all taxes, such as, but not limited to, value added tax, income tax, local taxes, and other fiscal levies and duties which shall be itemized in the bid form and reflected in the price schedule or detailed estimates.</li> </ul>
b. Price Schedule	<p>Prices indicated in the Price Schedule shall be entered separately in the following manner:</p> <ul style="list-style-type: none"> <li>i. For Goods offered from within the PE's country: <ul style="list-style-type: none"> <li>1. The price of the Goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable);</li> <li>2. The cost of all sales and other taxes already paid or payable;</li> <li>3. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and</li> <li>4. The price of other (incidental) services, if any.</li> </ul> </li> <li>ii. For Goods offered from abroad: <ul style="list-style-type: none"> <li>1. The price of the Goods shall be quoted Delivered Duty Paid with the place of destination in the Philippines;</li> <li>2. The price of other (incidental) services, if any; and</li> <li>3. For Services, based on the form which may be prescribed by the PE, in accordance with existing laws,</li> </ul> </li> </ul>

<sup>10</sup> currently based on Administrative Matter (AM) No. 02-8-13-SC, Supreme Court of the Philippines, promulgated on 6 July 2004, as amended by AM No. 20-07-04-SC on the 2020 Interim Rules on Remote Notarization of Paper Documents, dated 14 July 2020.

	rules and regulations.
c. Bid Securing Declaration	<ul style="list-style-type: none"> <li>i. Bidder shall enter into contract with the PE and furnish the required performance security within ten (10) calendar days, from receipt of the Notice of Award; and</li> <li>ii. Bidder accepts that: <ul style="list-style-type: none"> <li>1. It shall be automatically disqualified from bidding for any procurement contract with any PE for a period of two (2) years upon receipt of the Blacklisting Order; and</li> <li>2. It will pay the applicable fine provided under the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the PE for the commission of acts resulting to the enforcement of the Bid Securing Declaration under the pertinent provisions of the IRR of RA No. 9184, and its associated issuances.</li> </ul> </li> </ul>
d. Contract Agreement Form	<ul style="list-style-type: none"> <li>i. The following documents form part of the Contract: <ul style="list-style-type: none"> <li>1. PBDs;</li> <li>2. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;</li> <li>3. Performance Security;</li> <li>4. Notice of Award of Contract; and</li> <li>5. Other contract documents that may be required by existing laws and/or the PE concerned in the PBDs. <b><u>Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for execution or submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract. [NEW]</u></b></li> </ul> </li> </ul>

	<p>ii. Total contract price, which shall be denominated and payable in Philippine peso, except when the PE agrees that obligations shall be settled in any other foreign currency, which shall be accepted or tradeable by the <i>Bangko Sentral ng Pilipinas</i>, subject to conditions provided for under the Guidelines on Procurements Involving Foreign-Denominated Bids, Contract Prices, and Payment Using Letters of Credit.</p>
<p>e. Omnibus Sworn Statement</p>	<p>i. The signatory is the duly authorized representative of the Bidder, and 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 accompanied by relevant notarized document;</p> <p>ii. 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, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB, <b><u>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. [NEW]</u></b></p> <p>iii. 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;</p> <p>iv. Bidder authorizes the HoPE or his/her duly authorized representative/s to verify all the documents submitted;</p> <p>v. Bidder complies with the disclosure provision under Section 47 of RA No. 9184 and its 2016 revised IRR, in relation to other provisions of RA No. 3019;</p> <p>vi. Bidder complies with existing labor laws and standards;</p>

	<p>vii. Bidder complies with the responsibilities of a prospective or eligible bidder provided in the PBDs;</p> <p>viii. 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; and</p> <p>ix. <b><u>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. [NEW]</u></b></p>
<p>f. Other Required Forms on the Bid Security aside from the Bid Securing Declaration</p> <p>g. Performance Security</p> <p>h. Warranty Security</p>	<p>i. Security is posted in favor of the PE;</p> <p>ii. Amount of the Security, which is denominated in Philippine pesos, which should not be less than the required percentage, as follows:</p> <ol style="list-style-type: none"> <li>1. For Bid Security, based on the ABC to be bid;</li> <li>2. For Performance Security, based on the Total Contract Price; and</li> <li>3. For Warranty Security, based on the required percentage of the Progress Payment or Total Contract Price;</li> </ol> <p>iii. Validity period, which should be corresponding to the timeframe provided in the 2016 revised IRR of RA No. 9184 and its associated issuances;</p> <p>iv. Respective obligation or undertaking that is guaranteed relative to the faithful performance of the responsibilities stated in the relevant provisions of the 2016 revised IRR; and</p>



	<p>v. For surety bonds, it shall be callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</p>
<p>Performance Securing Declaration (PSD), if used as alternative Performance Security</p>	<p>i. Winning bidder shall submit a PSD within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract; and</p> <p>ii. <b><u>Winning bidder accepts that it will be automatically disqualified from bidding for any procurement contract with any PE for a period of one (1) year for the first offense, or two (2) years for the second offense, upon receipt of Blacklisting Order if it has violated its obligations under the Contract [REVISED];</u></b> and</p> <p>iii. Winning bidder understands that the PSD shall cease to be valid upon:</p> <ol style="list-style-type: none"> <li>1. issuance by the PE of the Certificate of Final Acceptance, subject to the following conditions: <ol style="list-style-type: none"> <li>a. PE has no claims filed against the contract awardee;</li> <li>b. PE has no claims for labor and materials filed against the contractor; and</li> <li>c. Other terms of the contract; or</li> </ol> </li> <li>2. replacement by the winning bidder of 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 as required by the end-user.</li> </ol>
<p>j. Statement of the Bidder of all its ongoing government and private contracts, including contracts awarded but not yet started</p>	<p>i. Names of outstanding contracts with other contracting party, <i>i.e.</i>, PE or private company allowed by the rules, contract date, period and amount or value; and</p> <p>ii. For Goods, kinds of Goods and dates of delivery.</p>
<p>k. Statement of the Bidder's SLCC similar to</p>	<p>i. Name of the completed contract with contract date, period and amount, which</p>

<p>the contract to be bid</p>	<p>should correspond to the required percentage of the ABC to be bid. The value is adjusted to the current prices using the Philippine Statistics Authority consumer price indices, when necessary;</p> <p>ii. For Goods, the relevant period or delivery date when the said SLCC was completed; end user's acceptance or official receipt(s) or sales invoice issued for the contract, if completed; and</p> <p>iii. Definition or description of the similar project or major categories of work.</p>
<p>I. Owner's Certificate of Acceptance or CPES rating accompanying the Statement of the Bidder's SLCC</p>	<p>i. For Owner's Certificate of Acceptance:</p> <ol style="list-style-type: none"> <li>1. Name of project owner that issued the certificate;</li> <li>2. Name of Contractor/Constructor;</li> <li>3. Name of Contract; and</li> <li>4. Contract Duration.</li> </ol> <p>ii. For CPES rating, a final rating of at least Satisfactory.</p> <p>For contracts with the private sector, an equivalent document shall be submitted.</p>
<p>m. Bidder's Computation of NFCC or committed Line of Credit (CLC) for Goods</p>	<p>i. For NFCC Computation:</p> <ol style="list-style-type: none"> <li>1. ABC to be bid;</li> <li>2. Amount or value of bidder's current assets based on Audited Financial Statements (AFS);</li> <li>3. Amount or value of bidder's current liabilities based on AFS; and</li> <li>4. Amount or value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.</li> </ol> <p>ii. For CLC:</p> <ol style="list-style-type: none"> <li>1. ABC to be bid;</li> <li>2. Amount, which should be at least equal to ten percent (10%) of the ABC; and</li> <li>3. Name of issuing foreign Universal or Commercial Bank, as confirmed or authenticated by a local Universal or Commercial Bank.</li> </ol>

<p>n. Joint Venture Agreement (JVA) or Notarized Statements as to forming JV for Goods</p>	<p>i. If a JVA is already in existence, the contents shall include the responsibility of each of the JV partners or its contributions to the JV; and</p> <p>ii. The contents of the Notarized Statements from all potential JV partners shall include that:</p> <p>a. they will enter into and abide by the provisions of the JVA in the event that the bid is successful; and</p> <p>b. failure to enter into JVA in the event of a contract award shall be a ground for bid disqualification and subsequent forfeiture of the bid security.</p>
<p>o. Certification as to reciprocity to foreign bidders for Goods</p>	<p>Foreign bidder claiming eligibility based on its country's extension of reciprocal rights to Filipinos shall submit a certification from the relevant government office of their country stating that Filipinos are allowed to participate in their government procurement activities for the same item/product.</p>

- 6.2. For the Bid Form, Price Schedules, Bid Securing Declaration, Omnibus Sworn Statement, JVA or Notarized Statements as to forming JV for Goods, Performance Securing Declaration, if used, and Contract Agreement Form, the Bidder or its authorized representative shall be required to provide its name, legal capacity, and signature thereon.
- 6.3. For the Required Forms for Consulting Services enumerated in Sub-item 5.1(d) of this Circular, the PEs shall ensure that all the information required and other conditions provided in the 2016 revised IRR of RA No. 9184 and the GPM are included in the forms submitted.
- 6.4. The PEs shall check compliance of the submitted forms with the mandatory provisions stated above. Non-submission of the Required Forms or non-inclusion of the mandatory provisions in any of the Required forms shall be a ground for disqualification.
- 6.5. For forms required to be notarized, absence thereof or a finding against the veracity of the said notarization is likewise a ground for disqualification unless allowed to be submitted on a later date as in the case of Negotiated Procurement (Emergency Cases) pursuant to GPPB Resolution No. 05-2020 and state of calamity citing GPPB Resolution No. 09-2020 and any other subsequent issuances.
- 6.6. If the PE allows online or electronic bid submission, the scanned Required Forms shall be considered as compliant with the requirements of bid submission, subject to the submission of the original copies of the Bid Security or Bid Securing Declaration, as the case may be, and the Omnibus Sworn Statement during the post-qualification stage. However, the non-submission of these forms shall be a ground for post-disqualification, pursuant to Section 30.1

of the 2016 revised IRR of RA No. 9184.

## **7.0 USE OF THE PBDs FOR FOREIGN-ASSISTED PROJECTS (FAPS)**

- 7.1. These guidelines shall govern the preparation of the PBDs by the PEs for their FAPs that are specifically funded through grants, loans, or credit agreements with any of the Development Partners, such as the Asian Development Bank, the Japan International Cooperation Agency, or the World Bank.
- 7.2. PEs shall utilize the approved PBDs for their FAPs in the following instances:
- a. The Development Partner has not indicated in the loan agreement that its specific rules and the PBDs shall be used for its project pursuant to Section 4.3 of the 2016 revised IRR of RA No. 9184; or
  - b. Both the Development Partner and the Government of the Philippines have acceded through the grant agreement that RA No. 9184 and its 2016 revised IRR, including the PBDs would be used for the project pursuant to Section 4.4 (a) of the 2016 revised IRR of RA No. 9184.
- 7.3. A careful study on the FAP-specific requirements of the Development Partners must be undertaken by the PEs in order to determine the appropriate documents or clauses that must be modified to align with the specific procurement guidelines of the said foreign government/foreign or international financial institutions.

## **8.0 EFFECTIVITY**

The Simplified PBDs shall be used for Competitive Bidding of Procurement Projects that will be posted upon its effectivity<sup>11</sup> on 06 October 2020.

This Circular shall take effect immediately.

Sgd.  
**WENDEL E. AVISADO**  
Chairperson  
Government Procurement Policy Board

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<sup>11</sup>Published on 21 September 2020 in the Official Gazette.

**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 Currency	Purpose of 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: \_\_\_\_\_

# Bid Form for the Procurement of Infrastructure Projects

*[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, declare that:

- a. We have no reservation to the PBDs, including the Supplemental or Bid Bulletins, for the Procurement Project: *[insert name of contract]*;
- b. We offer to execute the Works for this Contract in accordance with the PBDs;
- c. The total price of our Bid in words and figures, excluding any discounts offered below is: *[insert information]*;
- d. The discounts offered and the methodology for their application are: *[insert information]*;
- e. 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 and reflected in the detailed estimates,
- f. Our Bid shall be valid within the a period stated in the PBDs, and it shall remain binding upon us at any time before the expiration of that period;
- g. If our Bid is accepted, we commit to obtain a Performance Security in the amount of *[insert percentage amount]* percent of the Contract Price for the due performance of the Contract, or a Performance Securing Declaration in lieu of the the allowable forms of Performance Security, subject to the terms and conditions of issued GPPB guidelines<sup>12</sup> for this purpose;
- h. We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;
- i. We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed; and
- j. We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.
- k. We likewise certify/confirm that the undersigned, is the duly authorized representative of the bidder, and granted full power and authority to do, execute

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<sup>12</sup> currently based on GPPB Resolution No. 09-2020

and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for the [Name of Project] of the [Name of the Procuring Entity].

- I. We acknowledge that failure to sign each and every page of this Bid Form, including the Bill of Quantities, shall be a ground for the rejection of our bid.

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

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

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

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

Date: \_\_\_\_\_



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

**For Goods Offered from Abroad**

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

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place  (specify border point or place of destination)	Total CIF or CIP price per item  (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)

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

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

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

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

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

**For Goods Offered from Within the Philippines**

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

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

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

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

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

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

## **Bid Securing Declaration Form**

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

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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]*

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

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**CONTRACT AGREEMENT**

THIS AGREEMENT made the \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_ between [name of PROCURING ENTITY] of the Philippines (hereinafter called “the Entity”) of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called “the Supplier”) of the other part;

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:
  - i. Philippine Bidding Documents (PBDs);
    - i. Schedule of Requirements;
    - ii. Technical Specifications;
    - iii. General and Special Conditions of Contract; and
    - iv. Supplemental or Bid Bulletins, if any
  - ii. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;  
  
Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;
  - iii. Performance Security;
  - iv. Notice of Award of Contract; and the Bidder’s conforme thereto; and
  - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**
3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.

4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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

*[Insert Name and Signature]*

*[Insert Name and Signature]*

*[Insert Signatory's Legal Capacity]*

*[Insert Signatory's Legal Capacity]*

*for:*

*for:*

*[Insert Procuring Entity]*

*[Insert Name of Supplier]*

**Acknowledgment**

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

## **Contract Agreement Form for the Procurement of Infrastructure Projects (Revised)**

*[not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]*

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### **CONTRACT AGREEMENT**

THIS AGREEMENT, made this *[insert date]* day of *[insert month]*, *[insert year]* between *[name and address of PROCURING ENTITY]* (hereinafter called the "Entity") and *[name and address of Contractor]* (hereinafter called the "Contractor").

WHEREAS, the Entity is desirous that the Contractor execute *[name and identification number of contract]* (hereinafter called "the Works") and the Entity has accepted the Bid for *[contract price in words and figures in specified currency]* by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

- c. Performance Security;
  - d. Notice of Award of Contract and the Bidder's conforme thereto; and
  - e. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**
3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.

4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

*[Insert Name and Signature]*

*[Insert Name and Signature]*

*[Insert Signatory's Legal Capacity]*

*[Insert Signatory's Legal Capacity]*

*for:*

*for:*

*[Insert Procuring Entity]*

*[Insert Name of Supplier]*

**Acknowledgment**

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

**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, 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]*

## **Performance Securing Declaration (Revised)**

*[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]*

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

### **PERFORMANCE SECURING DECLARATION**

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
  - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
    - i. Procuring Entity has no claims filed against the contract awardee;
    - ii. It has no claims for labor and materials filed against the contractor; and
    - iii. Other terms of the contract; or
  - b. replacement by the winning bidder of 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 as required by the end-user.

**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]*



## ANNEX “B”

Unit 2504 Raffles Corporate Center  
F. Ortigas Jr. Road, Ortigas Center  
Pasig City, Philippines 1605

<b>2016 REVISED IMPLEMENTING RULES AND REGULATIONS OF REPUBLIC ACT NO. 9184</b>	
<b>ORIGINAL</b>	<b>AMENDMENT</b>
<p>23.1 For purposes of determining the eligibility of bidders using the criteria stated in Section 23.4 of this IRR, only the following documents shall be required by the BAC, using the forms prescribed in the Bidding Documents:</p> <p style="padding-left: 40px;">a) Class “A” Documents XXX</p> <p style="padding-left: 40px;"><i>Technical Documents</i></p> <p style="padding-left: 40px;">iv) 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.</p> <p style="padding-left: 40px;">XXX</p> <p style="padding-left: 40px;"><i>Financial Documents</i></p> <p style="padding-left: 40px;">vii) The prospective bidder’s audited financial statements, showing, among others, the prospective bidder’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.</p> <p style="padding-left: 40px;">viii) The prospective bidder’s computation of Net Financial Contracting Capacity (NFCC). However, in the case of</p>	<p>23.1 For purposes of determining the eligibility of bidders using the criteria stated in Section 23.4 of this IRR, only the following documents shall be required by the BAC, using the forms prescribed in the Bidding Documents:</p> <p style="padding-left: 40px;">a) Class “A” Documents XXX</p> <p style="padding-left: 40px;"><i>Technical Documents</i></p> <p style="padding-left: 40px;">iv) Statement of the <b>PROSPECTIVE</b> 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.</p> <p style="padding-left: 40px;">XXX</p> <p style="padding-left: 40px;"><i>Financial Documents</i></p> <p style="padding-left: 40px;">vii) The <b>PROSPECTIVE</b> bidder’s audited financial statements, showing, among others, the prospective bidder’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.</p> <p style="padding-left: 40px;">viii) The <b>PROSPECTIVE</b> bidder’s computation of Net Financial Contracting Capacity (NFCC). However, in the case of procurement of Goods, a bidder may submit a</p>

<p>procurement of Goods, a bidder may submit a committed Line of Credit from a Universal or Commercial Bank, in lieu of its NFCC computation.</p>	<p>committed Line of Credit from a Universal or Commercial Bank, in lieu of its NFCC computation.</p>
<p>24.1. For purposes of determining the eligibility and short list of bidders in accordance with Sections 24.4 and 24.5 of this IRR, only the following documents shall be required by the BAC, using the forms prescribed in the Bidding Documents:</p> <p>a) Class “A” Documents XXX</p> <p><i>Technical Documents</i></p> <p>iv) Statement of the prospective bidder of all its ongoing and completed 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, within the relevant period as provided in the Bidding Documents. The statement shall include all information required in the PBDs prescribed by the GPPB.</p>	<p>For purposes of determining the eligibility and short list of bidders in accordance with Sections 24.4 and 24.5 of this IRR, only the following documents shall be required by the BAC, using the forms prescribed in the Bidding Documents:</p> <p>a) Class “A” Documents XXX</p> <p><i>Technical Documents</i></p> <p>iv) Statement of the <b>PROSPECTIVE</b> bidder of all its ongoing and completed 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, within the relevant period as provided in the Bidding Documents. The statement shall include all information required in the PBDs prescribed by the GPPB.</p>
<p>25.3 The Omnibus Sworn Statement executed by the bidder, or its duly authorized representative, shall contain the following:</p> <p>XXX</p> <p>b) It is not “blacklisted” or barred from bidding by the GoP or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;</p> <p>XXX</p>	<p>25.3 The Omnibus Sworn Statement executed by the bidder, or its duly authorized representative, shall contain the following:</p> <p>XXX</p> <p>b) It is not “blacklisted” or barred from bidding by the GoP or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB, <b>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;</b></p> <p>XXX; <b>AND</b></p>

	<p><b>I) 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 (ESTAFRA) 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.</b></p>
<p>27.5. A Bid Securing Declaration is an undertaking which states, among others, that the bidder shall enter into contract with the Procuring Entity and furnish the required performance security within ten (10) calendar days, as indicated in the Bidding Documents, from receipt of the Notice of Award, and commits to pay the corresponding amount as fine and be suspended for a period of time from being qualified to participate in any government procurement activity in the event it violates any of the conditions stated therein as required in the guidelines<sup>47</sup> issued by the GPPB.</p>	<p>27.5. A Bid Securing Declaration is an undertaking which states, among others, that the bidder shall enter into contract with the Procuring Entity and furnish the required performance security within ten (10) calendar days, as indicated in the Bidding Documents, from receipt of the Notice of Award, and commits to pay the corresponding amount as fine and be <del>SUSPENDED FOR A PERIOD OF TIME FROM BEING QUALIFIED TO PARTICIPATE IN ANY GOVERNMENT PROCUREMENT</del> <b>ACTIVITY AUTOMATICALLY DISQUALIFIED FROM BIDDING OF ANY PROCUREMENT CONTRACT OF ANY PROCURING ENTITY FOR A PERIOD OF TIME, UPON RECEIPT OF THE BLACKLISTING ORDER,</b> in the event it violates any of the conditions stated therein as required in the guidelines issued by the GPPB.</p>
<p>30.1. The BAC shall open the first bid envelopes in public to determine each bidder's compliance with the documents required to be submitted for eligibility and for the technical requirements, as prescribed in this IRR. xxx. Otherwise, the BAC shall rate the said first bid envelope as "passed."</p>	<p>30.1. The BAC shall open the first bid envelopes in public to determine each bidder's compliance with the documents required to be submitted for eligibility and for the technical requirements, as prescribed in this IRR. xxx. Otherwise, the BAC shall rate the said first bid envelope as "passed."</p> <p><b>RECEIPT OF THE SCANNED COPIES OF THE FIRST BID ENVELOPE WITH THE</b></p>

	<p><b>REQUIRED FORMS PRESCRIBED IN THIS IRR, WHICH ARE FOR ONLINE OR ELECTRONIC BID SUBMISSION, SHALL BE CONSIDERED AS COMPLIANT WITH THE REQUIREMENTS OF THE SAID BID SUBMISSION, SUBJECT TO THE SUBMISSION OF THE ORIGINAL COPIES OF THE FOLLOWING: (I) BID SECURING DECLARATION OR OTHER FORMS OF BID SECURITY EXCLUDING CASH, AND (II) THE OMNIBUS SWORN STATEMENT. THESE FORMS SHALL BE SUBMITTED BY THE BIDDER TO AND DULY RECEIVED BY THE BAC CONCERNED DURING THE POST-QUALIFICATION STAGE.</b></p> <p><b>THE NON-SUBMISSION OF THESE FORMS ON THE SET PERIOD SHALL RENDER THE BID SUBMISSION AS NON-COMPLIANT AND SHALL RESULT IN THE POST-DISQUALIFICATION OF THE BID.</b></p>
<p>30.2. Immediately after determining compliance with the requirements in the first envelope, the BAC shall forthwith open the second bid envelope of each remaining eligible bidder whose first bid envelope was rated “passed.” XXX. Only bids that are determined to contain all the bid requirements for both components shall be rated “passed” and shall immediately be considered for evaluation and comparison.</p>	<p>30.2. Immediately after determining compliance with the requirements in the first envelope, the BAC shall forthwith open the second bid envelope of each remaining eligible bidder whose first bid envelope was rated “passed.” XXX. Only bids that are determined to contain all the bid requirements for both components shall be rated “passed” and shall immediately be considered for evaluation and comparison.</p> <p><b>RECEIPT OF THE SCANNED COPIES OF THE SECOND BID ENVELOPE WITH THE REQUIRED FORMS SUCH AS THE DULY-SIGNED BID FORM, PRICE SCHEDULES, OR OTHER FORMS PRESCRIBED IN THIS IRR, FOR ELECTRONIC OR ONLINE BID SUBMISSION, SHALL BE CONSIDERED AS COMPLIANT WITH THE REQUIREMENTS OF THE SAID BID SUBMISSION.</b></p>

<p><b>GPPB RESOLUTION NO. 03-2012 on the GUIDELINES ON THE USE OF BID SECURING DECLARATION dated 27 JANUARY 2012, as amended by GPPB RESOLUTION NO. 15-2014 dated 20 June 2014</b></p>	
<p><b>ORIGINAL</b></p>	<p><b>AMENDMENT</b></p>

<p><b>Section 6 PENALTIES</b></p> <p>Commission of any of the acts mentioned in Section 5 of these Guidelines shall merit the following sanctions:</p> <p>a)Penalty of automatic blacklisting for two (2) years in all government procurement activities;</p> <p>XXX</p>	<p><b>Section 6 PENALTIES</b></p> <p>Commission of any of the acts mentioned in Section 5 of these Guidelines shall merit the following sanctions:</p> <p>a)Penalty of automatic <del>BLACKLISTING</del> <b>DISQUALIFICATION</b> for two (2) years <b>FROM BIDDING FOR ANY PROCUREMENT CONTRACT WITH ANY PROCURING ENTITY, UPON RECEIPT OF THE BLACKLISTING ORDER;</b></p> <p>XXX</p>
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<p align="center"><b>GPPB RESOLUTION NO. 27-2019 on the GUIDELINES ON THE USE OF FRAMEWORK AGREEMENT BY ALL PROCURING ENTITIES dated 10 December 2019</b></p>	
<p align="center"><b>ORIGINAL</b></p>	<p align="center"><b>AMENDMENT</b></p>
<p><b>3.7. Performance Securing Declaration.</b> The Performance Securing Declaration is an undertaking which states, among others, that the bidder shall guarantee its faithful performance of the obligations under the Framework Agreement and that it will automatically be blacklisted from being qualified to participate in any government procurement activity for one (1) or two (2) years in the event it violates any of the conditions stated in the Framework Agreement.</p>	<p><b>3.7. Performance Securing Declaration.</b> The Performance Securing Declaration is an undertaking which states, among others, that the bidder shall guarantee its faithful performance of the obligations under the Framework Agreement and that it will <b>BE</b> automatically <del>BE BLACKLISTED FROM BEING QUALIFIED TO PARTICIPATE IN ANY GOVERNMENT PROCUREMENT ACTIVITY FOR ONE (1) OR TWO (2) YEARS</del> <b>DISQUALIFIED FROM BIDDING OF ANY PROCUREMENT CONTRACT OF ANY PROCURING ENTITY FOR A PERIOD OF ONE (1) YEAR FOR THE FIRST OFFENSE OR TWO (2) YEARS FOR THE SECOND OFFENSE, UPON RECEIPT OF THE BLACKLISTING ORDER,</b> in the event it violates any of the conditions stated in the Framework Agreement.</p>

<p><u>On the PSD form -</u></p> <p>XXX</p> <p>2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year if in case it is my first offense, or two (2) years if I have a prior similar offense upon receipt of your Blacklisting Order if I/we have violated my/our obligations under the Contract.</p>	<p><u>On the PSD form -</u></p> <p>XXX</p> <p>2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year <del>IF IN CASE IT IS MY</del> <b>FOR THE</b> first offense, or two (2) years <del>if I have a prior similar offense</del> <b>for THE SECOND OFFENSE</b> upon receipt of your Blacklisting Order if I/we have violated my/our obligations under the Contract.</p>
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<p align="center"><b>GPPB RESOLUTION NO. 09-2020 dated 7 May 2020 on APPROVING MEASURES FOR THE EFFICIENT CONDUCT OF PROCUREMENT ACTIVITIES DURING A STATE OF CALAMITY, OR IMPLEMENTATION OF COMMUNITY QUARANTINE OR SIMILAR RESTRICTIONS</b></p>	
<p align="center"><b>ORIGINAL</b></p>	<p align="center"><b>AMENDMENT</b></p>
<p>6.4 Performance Securing Declaration (PSD) 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 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. A copy of the PSD form is attached hereto as Annex "A";</p> <p>XXX</p>	<p>6.4 Performance Securing Declaration (PSD) 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 <del>BLACKLISTED FROM BEING QUALIFIED TO PARTICIPATE IN ANY GOVERNMENT PROCUREMENT ACTIVITY FOR ONE (1) YEAR, IN CASE OF FIRST OFFENSE OR TWO (2) YEARS, IF WITH PRIOR SIMILAR OFFENSE</del> <b>AUTOMATICALLY DISQUALIFIED FROM BIDDING FOR ANY PROCUREMENT CONTRACT WITH ANY PROCURING ENTITY FOR A PERIOD OF ONE (1) YEAR FOR THE FIRST OFFENSE, OR TWO (2) YEARS FOR THE SECOND OFFENSE, UPON RECEIPT OF ITS BLACKLISTING ORDER,</b> in the event it violates any of the conditions stated in the contract. A copy of the PSD form is attached hereto as Annex "A";</p>



<p><u>On Annex "A" for the PSD form -</u></p> <p>XXX</p> <p>2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year if in case it is my first offense, or two (2) years if I have a prior similar offense upon receipt of your Blacklisting Order if I/we have violated my/our obligations under the Contract.</p>	<p><u>On Annex "A" for the PSD form -</u></p> <p>XXX</p> <p>2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year <del>IF IN CASE IT IS MY FOR THE</del> first offense, or two (2) years <del>if I have a prior similar offense</del> for <b>THE SECOND OFFENSE</b> upon receipt of your Blacklisting Order if I/we have violated my/our obligations under the Contract.</p>
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