

PHILIPPINE BIDDING DOCUMENTS

SUPPLY, DELIVERY, TESTING AND COMMISSIONING OF ONE (1) UNIT BRAND NEW FORKLIFT, DIESEL, LOAD CAPACITY 3,000 KGS.

Identification No. NPO-BAC-004-25

Government of the Republic of the Philippines



**Sixth Edition
July 2020**

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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, 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 goods or services identified in the Framework Agreement List or not to 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.

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid



INVITATION TO BID

SUPPLY, DELIVERY, TESTING, AND COMMISSIONING OF ONE (1) UNIT BRAND NEW FORKLIFT, DIESEL, LOAD CAPACITY 3,000 KGS.

1. The **National Printing Office (NPO)**, through the **Revolving Fund 2025** intends to apply the sum of **Three Million Pesos (₱3,000,000.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for the **Supply, Delivery, Testing and Commissioning of One (1) Unit Brand New Forklift, Diesel, Load Capacity 3,000 Kgs.** Bids received in excess of the ABC for each of the said lots shall be automatically rejected at bid opening.
2. The **NPO**, through the **Bids and Awards Committee (BAC)** now invites bids for the above Procurement Project.

Delivery of the Goods is required as per *P.O./Contract*. 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) 9184.

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

4. Prospective bidders may obtain further information from NPO and inspect the Bidding Documents at the address given below from **Monday to Friday, except on holidays, 8:00 a.m. to 5:00 p.m.**
5. A complete set of Bidding Documents may be acquired by interested Bidders from date of posting to **July 22, 2025** 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 **₱5,000.00**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person or through electronic means.

6. The National Printing Office will hold a Pre-Bid Conference on **July 8, 2025, 9:30 a.m.** at **John Sylvannus Leech Training Room**, 3rd floor of NPO Building 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 **July 22, 2025, 1:30 p.m.** **Late bids shall not be accepted.**
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **July 22, 2025**, immediately after the deadline of the submission of bids **at the John Sylvannus Leech Training Room, 3/F NPO Building**. Bids will be opened in the presence of the bidders and/or bidder's representatives who choose to attend the activity.

Only **two (2) representatives** per bidder will be allowed to enter the venue.

10. The summary of the bidding activities is as follows:

Advertisement/Posting of Invitation to Bid	June 27, 2025
Issuance and Availability of Bid Documents	June 27, 2025
Pre-Bid Conference	July 8, 2025 at 9:30 a.m.
Last Day of Submission of Written Clarification	July 11, 2025
Last Day of Issuance of Bid Bulletin	July 14, 2025
Deadline for Submission and Receipt of Bids	July 22, 2025 at 1:30 p.m.
Opening of Bids	Immediately after the deadline of submission of bids
Bid Evaluation	*Within 1-2 days after opening of bids (Sec. 32 of RA 9184)

11. The NPO 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 Section 35.6 and 41 of the 2016 revised IRR of RA 9184, without thereby incurring any liability to the affected bidder or bidders.
12. For further information, please refer to:

BAC SECRETARIAT

National Printing Office

Edsa corner NIA North Road, Diliman, Quezon City

Mobile: 0917-8155170

Email: bacsecretariat@npo.gov.ph

13. You may visit the following websites:

For downloading of Bidding Documents:

<https://notices.philgeps.gov.ph/>

<https://www.npo.gov.ph/>

Date of Issue: **June 27, 2025**



ATTY. RUTH MAUREEN C. RILLON
BAC Chairperson

Section II. Instructions to Bidders

1. **Scope of Bid**

The **National Printing Office** wishes to receive Bids for the **Supply, Delivery, Testing and Commissioning of One (1) Unit Brand New Forklift, Diesel, Load Capacity 3,000 Kgs.**, with Identification No. NPO-BAC-004-25.

The Procurement Project is composed of one (1) lot, the details of which are described in Section VII (Technical Specifications).

2. **Funding Information**

The GOP through the Revolving Fund for CY 2025 in the amount of **Three Million Pesos (₱3,000,000.00)**.

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 the Project, including other factors that may be affected the cost, duration and execution or implementation of the contract, project, or work 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 for the Project.

5. **Eligible Bidders**

5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

- 5.2. Foreign Ownership limited to those allowed under the rules may participate in this Project;
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No. 9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA'S CPI, must be equivalent to the Procurement of **Non-Expendable Supplies**. The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (**50%**) of the ABC for this Project.
- 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 Secretary Council taken under Chapter VII of the Charter if the UN, subject to Domestic Preference requirements under ITB Clause 18.

7. Subcontracts

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, **or until July 11, 2025**.

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 the **BDS**.
 - (b) For Goods offered from abroad:

- (i) Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
- (ii) The price of other (incidental) services, if any, as listed in the **BDS**.

13. Bid and Payment Currencies

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

14. Bid Security

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

Form of Bid Security	Amount of Bid Security (Not Less than the Percentage of the ABC)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Two percent (2%)
(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	
(c) Surety bond callable upon	Five percent (5%)

demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	
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- 14.2. The Bid and bid security shall be valid for **one hundred twenty (120) calendar days** from the date of opening 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

- 15.1. 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.

Bidders shall submit the *first component* of its Bid in one sealed envelope marked *TECHNICAL COMPONENT* and the *second component* of its Bid in another sealed envelope marked *FINANCIAL COMPONENT*. Both envelopes shall then be enclosed in one single and/or mother envelope, with the inner envelopes (1st and 2nd components), properly labeled, sealed and signed by the bidder or its authorized representative.

*To facilitate the receipt and classification of bid envelopes, **mother envelope** shall be **Red**, the **inner envelope containing Technical Proposal** shall be **Blue**, the **inner envelope containing Financial Proposal** shall be **Green**.*

The markings on all envelopes must be typed or written in indelible ink and shall:

- a) Contain the Project Title or Name of the Contract to be Bid, and other essential details such as, but not limited to the following – reference number or solicitation number, date and time of bidding, etc.;
 - b) Bear the complete name, address and contact details of the Bidder;
 - c) Be addressed to the Procuring Entity's BAC.
- 15.2. Post-qualification documents may be submitted during the bidding, but this does not disqualify bidders who will not submit post-qualification documents during bid submission.
- 15.3. **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.

16. Deadline for Submission of Bids

Bids must be received by the Procuring Entity's BAC at the address and on or before the date and time as indicated in paragraph 7 of the **IB**.

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all bids rated "passed," using non-discretionary pass/fail criteria. The BAC shall consider the following 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 per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the BDS for purposes of the NFCC Computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

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

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts <i>similar</i> to the Project shall be:</p> <ol style="list-style-type: none"> a. <i>Supply, delivery and commissioning of forklift</i> b. Completed within five (5) years prior to the deadline for the submission and receipt of bids
7.1	Subcontracting is not allowed
12	The price of the Goods shall be quoted Delivered Duty Paid (DDP) or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ol style="list-style-type: none"> a. The amount of not less than 2% of the ABC or ₱60,000.00, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit, or b. The amount of not less than 5% of the ABC or ₱150,000.00, if bid security is in Surety Bond
19.3	Supply, Delivery, Testing and Commissioning of One (1) Unit Brand New Forklift, Diesel, Load Capacity 3,000 Kgs. with an ABC of Three Million Pesos (₱3,000,000.00)
19.5	<p>If the prospective bidder submits a committed Line of Credit, it must be at least equal to ten (10%) of the ABC of the lot or lots bid for: Provided, that if the same is issued by a foreign Universal or Commercial Bank, it shall be confirmed or authenticated by a local Universal or Commercial Bank.</p> <p>In any case, the NFCC computation or committed line of credit, as well as the SLCC, must be sufficient for all the lot/s or contracts bid. The NFCC computation shall be in accordance with the prescribed form.</p> <p>In case of a joint venture, the NFCC shall be computed based on the Audited Financial Statement of the LOCAL LEAD PARTNER, <u>unless it is shown by clear proof that the other partners to the joint venture have infused capital investment to support the operation of the local lead partner to ensure compliance with the obligations under the contracts in this project, in which case the NFCC of the foreign joint venture or the minority partner of the joint venture shall be computed.</u></p> <p>For this purpose, the local lead partner shall be that person/organization/company identified in the Joint Venture Agreement or in the Letters of Intent (for potential JV partners) shown to have the controlling stakes in the JV.</p>

	For easier reference, participating JVs or prospective JV partners must indicate in their JVAs or Letters of Intent the local lead partner appointed by them.
20	<p>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 (LCB) / Single Calculated Bid (SCB), said Bidder shall submit the following post-qualification documents:</p> <ol style="list-style-type: none"> 1. When applicable, copies of Contract / Purchase Order (PO) / Notice to Proceed (NTP) / Notice of Award (NOA) / Letter of Extension duly signed by the same individual whose name and signature appears on the original contract or his/her authorized representative, but with a corresponding letter of authority designating the sanctioned/endorsed signatory of project/s stated in the "Statement of All On-Going projects, including those awarded, but not yet started" 2. Valid SEC Registration or DTI Registration 3. By-Laws, <i>as applicable</i> 4. Articles of Incorporation/Amended Articles of Incorporation, <i>as applicable</i> 5. Updated General Information Sheet (GIS), <i>duly stamped received by the SEC or any proof of receipt of submission made thereto (as applicable)</i> 6. Valid Mayor's Permit 7. Updated/Renewed Tax Clearance 8. Latest Income & Business Tax Returns filed manually or with eFPS 9. Updated/latest Audited Financial Statement (AFS), <i>stamped received by the BIR or its duly accredited and authorized institutions</i> <p>Bidders shall submit certified true copies of the aforementioned documents. During the inspection of the post-qualification team, bidders shall present the original copies of these documents for comparison.</p> <p>During post-qualification, compliance of the goods offered with the requirements specified in this bidding document shall be determined, including the following:</p> <ol style="list-style-type: none"> i. As per Section 34.3, b.ii, item a, of the IRR of R.A. 9184, verification of availability and commitment, and/or inspection and testing for the required capacities and operating conditions, of equipment units to be owned/leased/under purchase by the bidder for use in the contract under bidding, as well as checking the performance of the bidder in its ongoing government and private contracts, if any of these ongoing contracts shows: <ol style="list-style-type: none"> a. Negative slippage of at least fifteen percent (15%) in any one project or a negative slippage of at least ten percent (10%) in each of two (2) or more contracts; ii. As per Section 34.3, b.iii, item a to c, of the IRR of R.A. 9184, verification and/or inspection and testing of the goods/product, aftersales and/or maintenance capabilities, in applicable cases, as well as checking the following: <ol style="list-style-type: none"> a. Delay in the partial delivery of goods amounting to ten percent (10%) of the contract price in its ongoing government and private contracts;

	<p>b. If any of these contracts shows the bidder's failure to deliver or perform any or all of the goods or services within the period(s) specified in the contract or within any extension thereof granted by the Procuring Entity pursuant to a request made by the supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price; or</p> <p>c. Unsatisfactory performance of the supplier's obligations as per contract terms and conditions at the time of inspection.</p> <p>If the BAC verifies any of these deficiencies to be due to the bidder's fault or negligence, the BAC shall disqualify the bidder from the award, for the procurement of services.</p> <p>In case of foreign bidders, a Certificate of Authentication from the Department of Foreign Affairs shall be required for each document submitted, i.e. the Class "A" documents or its equivalent that are written in foreign language, translated to English, and duly authenticated by the appropriate Philippine foreign service establishment/post or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines.</p>
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Section IV. General Conditions of Contract

1. Scope of Contract

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

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing 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 the 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.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. Performance Security

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

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC**, Section VII (Technical Specifications) shall specify what inspections and/or tests the Procuring Entity requires and where they are to be conducted. The

Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

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

6. Liability of the Supplier

- 6.1. The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.
- 6.2. If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</p> <p>The delivery terms applicable to the Contract are delivered to the National Printing Office.</p> <p>For the purposes of the Contract, “EXW”, “FOB”, “FCA”, “CIF”, “CIP”, “DDP” and other 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><i>For Goods supplied from abroad:</i> “The delivery terms applicable to the Contract are DDP delivered to National Printing Office. In accordance with INCOTERMS.”</p> <p><i>For Goods supplied from within the Philippines:</i> “The delivery terms applicable to this Contract are delivered to National Printing Office. 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 Project Site is End-User/Inspectorate Team.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements.</p> <ul style="list-style-type: none"> (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods; (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods; (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties,

	<p>provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</p> <p>(e) training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</p> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the GOODS' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity</p> <p>Name of the Supplier</p> <p>Contract Description</p> <p>Final Destination</p> <p>Gross weight</p> <p>Any special lifting instructions</p> <p>Any special handling instructions</p> <p>Any relevant HAZCHEM classifications</p> <p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging</p>
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	<p>but outside the secondary packaging.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP Deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.1	<i>No further instructions</i>

Section VI. Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of the delivery to the National Printing Office.

Item No.	Specifications	Quantity	Delivered Weeks/Months
1	Supply, Delivery, Testing and Commissioning of One (1) Unit Brand New Forklift, Diesel, Load Capacity 3,000 Kgs.	One (1)	To be delivered within <i>forty-five (45) calendar days</i> upon receipt of Purchase Order (P.O.) and Contract

- **Warranty** (parts & services) – At least one (1) year or 2,000 working hours, whichever comes first
- **Inclusion of training** on proper operations, safety, preventive maintenance, engine trouble shooting and brake servicing
- **Terms of Payment** - Payment shall be made after the complete inspection of the Inspectorate Committee and acceptance of delivery by NPO (End-User).

Name of Company/Bidder

Signature Over Printed Name

Date

Section VII. Technical Specifications

Lot	Technical Specifications	Statement of Compliance (COMPLY/NOT COMPLY)
<p><i>Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.</i></p>		
1	Supply, Delivery, Testing and Commissioning of One (1) Unit Brand New Forklift, Diesel, Load Capacity 3,000 Kgs.	
	<p><i>Specify the following (Brand New Unit):</i></p> <p>BRAND: _____</p> <p>MODEL: _____</p> <p>(of the machine offered for this procurement project)</p>	
	<p><u>SPECIFICATIONS:</u> <i>(must comply with the following minimum requirements)</i></p>	
	Type	Forklift with a grab lift attachment
	Power Type	Diesel, at least Euro IV
	Load Capacity	3,000 Kgs.
	Type of Load	Heavy Paper Rolls
	Transmission	Automatic

	Operation Type	Seated	
	Operator Seat	Adjustable (recline, forward and backward)	
	Dashboard Display	Equipped, Manufacturer's Standard	
	Operator Overhead Guard	Equipped, Manufacturer's Standard	
	Pedal System	Equipped, Manufacturer's Standard	
	Level Control	Hydraulic, Lifting and Tilting	
	Load Center	At least 500 millimeters	
	Fork Carriage Capacity	At least 3,000 kilograms with side shift function	
	Opening Range	380 mm x 1,830 mm	
	Pad Size	1,300 mm x 350 mm	
	Lifting Height	At least 4 meters	
	Mast Type	At least 2 stage	
	Fork Length	At least 1,050 millimeters	
	Fuel Capacity	At least 40 liters	
	Tire	Equipped, Exterior and Interior	
	Monitor and Guages	Equipped, Manufacturer's Standard	
	Hour Meter Gauge	Equipped, Manufacturer's Standard	
	Head Lights	Equipped, Manufacturer's Standard	
	Signal Lights	Equipped, Manufacturer's Standard	
	Brake Lights	Equipped, Manufacturer's Standard	
	Reverse Sensor	Equipped, Manufacturer's Standard	
	Reverse Warning	Audio Type, Equipped, Manufacturer's Standard	
	Flashing / Rotating Beacon	Equipped, Manufacturer's Standard	

	/ Light		
	Seatbelt / Operator restraint System (ORS)	Equipped, Manufacturer's Standard	
	Horn	Equipped, Manufacturer's Standard	
	Rear View Mirror	Equipped, Manufacturer's Standard	
	Brakes	Equipped, Manufacturer's Standard	
	Fire Extinguisher	Installed, one (1) piece; five (5) pounds, ABC type	
	Delivery Period	Delivery within forty-five (45) calendar days upon receipt of Purchase Order (PO) / Notice to Proceed (NTP)	
	Warranty (parts and services)	At least one (1) year or 2,000 working hours, whichever comes first	
	Market Presence	Vehicle manufacturer must be in existence for at least ten (10) years in the Philippine Market, prior to the date of procurement	
	Training	Shall provide training for driver(s) and mechanic(s) for the operation and maintenance, such as engine trouble shooting, brake servicing, etc.	
	Authorized / Exclusive Distributorship Certificate from the Manufacturer	Shall submit a certified true copy of the authorized / exclusive distributorship certificate from the manufacturer	
	Additional Requirements/Conditions:		
	The supplier shall be responsible for the unloading from the truck/van and assembling of parts, if necessary, without additional cost to NPO		
	Shall guarantee the availability and non-obsolescence of spare parts for the specific model for at least five (5) years, as well as its service centers nationwide		

Name of Company/Bidder

Signature Over Printed Name

Section VIII.
Checklist of Technical and Financial Document

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages)
In accordance with Section 8.5.2 of the IRR;

Technical Documents

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

Financial Documents

- (g) The prospective bidder’s computation of Net Financial Contracting Capacity (NFCC);
or
A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC Computation.

Class “B” Documents

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

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

II. FINANCIAL COMPONENT ENVELOPE

- (i) Original of duly signed and accomplished Financial Bid Form; **and**
- (j) Original of duly signed and accomplished Price Schedule(s).

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

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

NOTE:

- 1) **Notarized documents** (as indicated/stipulated in herein Checklist) **must bear the complete details of the Notary Public**, as follows: (a) Name of Notary Public; (b) Office Address and Regular Place of Work/Business; (c) Validity of Notarial Commission; (d) IBP O.R. No.; (e) Roll No.; (f) PTR No.; (g) at least MCLE Compliance VIII, or as applicable

Section IX. Bidding Forms

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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 Number/s [insert numbers]***, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to **supply, deliver, test and commission one (1) unit brand new forklift, diesel, load capacity 3,000 kgs.**

Item	Description	Bid Price	Total
1	Supply, Delivery, Testing and Commissioning of One (1) Unit Brand New Forklift, Diesel, Load Capacity 3,000 Kgs.		

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
_____	_____	_____
_____	_____	_____
_____	_____	_____

(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: _____

**Statement of All On-Going Government and Private Contracts Including
Contracts Awarded but not yet Started**

Business Name: _____

Business Address: _____

Name of Client	Date of Contract	Kinds of Goods	Value of Outstanding Contracts	Date of Delivery
<u>Government:</u>				
<u>Private:</u>				

Total Amount: ₱ _____

Submitted by : _____
(Printed Name and Signature)

Designation : _____

Date : _____

Instructions:

1. State all ongoing contracts including those awarded but not yet started (government and private contracts which may be similar or not similar to the project being bidded) prior to ***July 22, 2025***.
2. If there is no ongoing contract including awarded but not yet stated as of the aforementioned period, state none or equivalent term.
3. The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC).

Statement of Single Largest Completed Contract which is Similar in Nature
(indicate only one)

Business Name: _____

Business Address: _____

Name of Client	Date of the Contract	Kinds of Goods	Amount of Contract	Date of Delivery	End-User's Acceptance with a rating of at least Satisfactory or Official Receipt(s) or Sales Invoice Issued for the Contract

Submitted by : _____
(Printed Name and Signature)

Designation : _____

Date : _____

Instructions:

1. Cut-off date is ***July 22, 2025***.
2. Similar contract shall refer to ***supply, delivery and commissioning of forklift***.

COMPUTATION OF NET FINANCIAL CONTRACTING CAPACITY (NFCC)

The Net Financial Contracting Capacity (NFCC) is computed as follows:

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

Where K = 15

	Amount
Current Assets	
Minus: Current Liabilities	
Sub-Total	
Multiplied by value of K	
Sub-Total	
Minus: Value of Outstanding Contracts	
NFCC	

Submitted by:

Name of the Supplier/Bidder

Name and Signature of Authorized Representative

Price Schedule for Goods Offered from Abroad
[shall be submitted with the Bid if the 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 the 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: _____

Omnibus Sworn Statement

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]

BID SECURING DECLARATION FORM

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

X-----X

BID SECURING DECLARATION **Invitation to Bid:** *[Insert Reference number]*

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA 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;

- (c) I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

[Insert NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE]

[Insert Signatory's Legal Capacity]

Affiant

JURAT

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]

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]

