

# **PHILIPPINE BIDDING DOCUMENTS**

(As Harmonized with Development Partners)

# Procurement of **GOODS**

Government of the Republic of the Philippines

**Fifth Edition**  
**August 2016**

# Preface

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines (GOP) for use by all branches, agencies, departments, bureaus, offices, or instrumentalities of the government, including government-owned and/or -controlled corporations (GOCCs), government financial institutions (GFIs), state universities and colleges (SUCs), and local government units (LGUs) and autonomous regional government. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory<sup>1</sup> use in projects that are financed in whole or in part by the GOP or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184.

The Bidding Documents shall clearly and adequately define, among others: (a) the objectives, scope, and expected outputs and/or results of the proposed contract; (b) the eligibility requirements of bidders, such as track record to be determined by the Head of the Procuring Entity; (c) the expected contract duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (d) the obligations, duties, and/or functions of the winning bidder.

In order to simplify the preparation of the Bidding Documents for each procurement, the PBDs groups the provisions that are intended to be used unchanged in Section II. Instructions to Bidders (ITB) and in Section IV. General Conditions of Contract (GCC). Data and provisions specific to each procurement and contract should be included in Section III. Bid Data Sheet (BDS); Section V. Special Conditions of Contract (SCC); Section VI. Schedule of Requirements; Section VII. Technical Specifications, and Section IX. Foreign-Assisted Projects. The forms to be used are provided in Section VIII. Bidding Forms.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. In addition, 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, except for the notes introducing Section VIII. Bidding Forms where the information is useful for the Bidder. 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 Project.
- (b) Specific details, such as the “name of the Procuring Entity” and “address for bid submission,” should be furnished in the ITB, BDS, and SCC. 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, BDS, SCC, Schedule of Requirements, and Specifications are not part of

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<sup>1</sup> Unless the Treaty or International or Executive Agreement expressly provides use of foreign government/foreign or international financing institution procurement guidelines.

the text of the final document, although they contain instructions that the Procuring Entity should strictly follow. The Bidding Documents should contain no footnotes except Section VIII. Bidding Forms since these provide important guidance to Bidders.

- (d) The cover should be modified as required to identify the Bidding Documents as to the names of the Project, Contract, and Procuring Entity, in addition to date of issue.
- (e) If modifications must be made to bidding requirements, they can be presented in the BDS. Modifications for specific Project or Contract details should be provided in the SCC as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the BDS or SCC these terms shall be printed in bold type face on Section I. Instructions to Bidders and Section III. General Conditions of Contract, respectively.

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# GOODS

## CHECKLIST OF TECHNICAL AND FINANCIAL DOCUMENTS FOR BIDDERS

### I. TECHNICAL COMPONENT ENVELOPE:

#### Class "A" Documents

##### Legal Document:

1. Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR and per GPPB Resolution No. 15-2021

##### Technical Document:

2. 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 bid.
3. 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.
4. Original copy of Bid Security, if in the form a Surety Bond, submit also a certification issued by the Insurance Commission; or Original copy of Notarized Bid Securing Declaration.
5. Conformity with the Technical Specifications, which may include
  - a. Production/Delivery Schedule
  - b. Manpower Requirements
  - c. After-Sales/Parts, if applicable
6. Photocopy of the Official Receipt for the Purchase of Bid Documents
7. Specification of whether or not the prospective bidder is a manufacturer, supplier or distributor.
- \*8. License to Operate as drug distributor, medical supplies and equipment with attachment of Product Distributed (List of Sources)
- \*9. Authenticated Certificate of Product Registration (CPR) of each Medicines required to be delivered OR Affidavit of Undertaking
- \*10. Certification of Expiry Date (must have 2 years and above expiration date)
- \*\*11. Radio Communications Equipment Dealer's Permit Issued by NTC.
12. 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 member of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

##### Financial Document

13. The Prospective Bidder's Computation of its Net Financial Contracting Capacity (NFCC) duly notarized or a Committed Line of Credit from a Universal Bank in lieu of its NFCC Computation.

#### Class "B" Document

14. If applicable, a duly signed Joint Venture Agreement (JVA) in case the joint venture is already in existing, 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.

NOTE : WITH ( \* ) FOR DRUGS, MEDICINES, MEDICAL SUPPLIES & EQUIPMENT  
( \*\* ) FOR RADIO COMMUNICATION ONLY

### II. FINANCIAL COMPONENT ENVELOPE:

1. Bid Form
2. Duly Signed Bid Prices in the Bill of Quantities for procurement of GOODS, or Scope of Work for procurement of Services.

NOTE: ALL DOCUMENTS SUBMITTED WHICH ARE PHOTOCOPIED SHOULD BE DULY CERTIFIED AS TRUTHFUL REPRODUCTION OF THE ORIGINAL.



Republic of the Philippines  
**City Government of Ormoc**  
 2nd/F New Ormoc City Hall Bldg., Ormoc City  
 Tel. #(053) 255-2054 & 560-8050  
 Local # 1126, 1127 & 1123

## INVITATION TO BID

The City of Government of Ormoc, through its Bids and Awards Committee ( BAC), invites suppliers / manufacturers / distributors / contractors to bid for the hereunder contract:

**Project Ref. No.** : 10-PR240439  
**Name of Project** : Supply and Delivery of Shoes for EVRAA 2024 of the Department Education, Ormoc City  
**Location** : Department of Education, Ormoc City  
**Brief Description of the project** : parade and playing shoes in various sizes  
**Approved Budget for the Contract** : 7,872,300.00 Ormoc City Division: Other Supplies & Materials Expenses -Sports Dev't. Program  
**Delivery Period** : 45 Calendar Days

Prospective bidders must have an experience of having completed a similar project within the last 3 years with an amount of at least 50% of the ABC or for expendable supplies at least 25% of the ABC. The description of an eligible bidder is contained in the Bidding Documents particularly in Section II . Instruction to Bidders.

Bidding will be conducted through open competitive bidding procedures using a non-discretionary pass/fail criterion as specified in the Implementing Rules and Regulations (IRR) of Republic Act 9184 (RA9184), otherwise known as the "Government Procurement Reform Act". It is also restricted to Filipino citizens/sole proprietorships, partnerships or organization with at least sixty percent (60%) interest or outstanding capital share belonging to citizens of the Philippines.

The complete schedule of activities is listed, as follows:

ACTIVITIES	Schedules	
	From	To
1. Issuance and Availability of Bidding Documents	Monday, February 12, 2024	Monday, March 04, 2024 @ 9:30 A.M.
2. Pre-bid Conference	Tuesday, February 20, 2024	@ 2:00 o' clock P.M.
3. Deadline for Submission & Receipt of Bids	Monday, March 04, 2024	@ 10:00 o' clock A.M.
4. Opening of Bids	Monday, March 04, 2024	@ 2:00 o'clock P.M.

The BAC will issue a complete set of Bidding Documents to interested bidders or their duly authorized representative at the BAC Office, 2/F New Ormoc City Hall Building, Ormoc City, upon presentation of proper identification, Special Power of Attorney (SPA), for authorized representative and upon payment of a non refundable fee in the amount of: **Ten Thousand Pesos (10,000.00) only** to the City Treasurer's Office, Ormoc City.

Pre-bid conference shall be open to all interested prospective bidders or their duly authorized representatives. Bids will be opened in the presence of bidder's representatives who choose to attend. Late bids shall not be accepted. Bids received in excess of the ABC shall be automatically rejected at bid opening.

The City Government of Ormoc reserves the right to accept or reject any bids, to annul the bidding process, to reject all bids at any time prior to contract award without thereby incurring any liability to any affected bidder or bidders.

APPROVED:

  
**VINCENT A. AMNAS**  
 BAC Chairman

Dates of Publication: PHILGEPS  
 Newspaper:  
 Closing Date:

February 12, 2024  
 N/A  
 March 04, 2024

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

### **Notes on the Instructions to Bidders**

This Section of the Bidding Documents 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.

This Section also contains provisions that are to be used unchanged. Section III consists of provisions that supplement, amend, or specify in detail, information or requirements included in Section II which are specific to each procurement.

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 not normally included in this Section, but rather under Section IV. General Conditions of Contract (GCC), and/or Section V. Special Conditions of Contract (SCC). 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.

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- 31.1. Subject to **ITB** Clause 29, the HoPE or its duly authorized representative shall award the contract to the Bidder whose bid has been determined to be the LCRB.
- 31.2. Prior to the expiration of the period of bid validity, the Procuring Entity shall notify the successful Bidder in writing that its bid has been accepted, through a Notice of Award duly received by the Bidder or its representative personally or sent by registered mail or electronically, receipt of which must be confirmed in writing within two (2) days by the Bidder with the LCRB and submitted personally or sent by registered mail or electronically to the Procuring Entity.
- 31.3. Notwithstanding the issuance of the Notice of Award, award of contract shall be subject to the following conditions:
  - (a) Submission of the following documents within ten (10) calendar days from receipt of the Notice of Award:
    - (i) Valid JVA, if applicable; or
    - (ii) In the case of procurement by a Philippine Foreign Service Office or Post, the PhilGEPS Registration Number of the winning foreign Bidder;
  - (b) Posting of the performance security in accordance with **ITB** Clause 33;
  - (c) Signing of the contract as provided in **ITB** Clause 32; and
  - (d) Approval by higher authority, if required, as provided in Section 37.3 of the IRR of RA 9184.
- 31.4. At the time of contract award, the Procuring Entity shall not increase or decrease the quantity of goods originally specified in Section VI. Schedule of Requirements.

## **32. Signing of the Contract**

- 32.1. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Contract Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- 32.2. Within ten (10) calendar days from receipt of the Notice of Award, the successful Bidder shall post the required performance security, sign and date the contract and return it to the Procuring Entity.
- 32.3. The Procuring Entity shall enter into contract with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 32.4. The following documents shall form part of the contract:

- (a) Contract Agreement;
- (b) Bidding Documents;
- (c) Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements 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;
- (d) Performance Security;
- (e) Notice of Award of Contract; and
- (f) Other contract documents that may be required by existing laws and/or specified in the **BDS**.

### 33. Performance Security

- 33.1. To guarantee the faithful performance by the winning Bidder of its obligations under the contract, it shall post a performance security within a maximum period of ten (10) calendar days from the receipt of the Notice of Award from the Procuring Entity and in no case later than the signing of the contract.
- 33.2. The Performance Security shall be denominated in Philippine Pesos and posted in favor of the Procuring Entity in an amount not less than the percentage of the total contract price in accordance with the following schedule:

Form of Performance Security	Amount of Performance Security (Not less than the Percentage of the Total Contract Price)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.  <i>For biddings conducted by the LGUs, the Cashier's/Manager's Check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i>	Five percent (5%)
(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.	

<p><i>For biddings conducted by the LGUs, the Bank Draft/ Guarantee or Irrevocable Letter of Credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	
<p>(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</p>	<p>Thirty percent (30%)</p>

33.3. Failure of the successful Bidder to comply with the above-mentioned requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security, in which event the Procuring Entity shall have a fresh period to initiate and complete the post qualification of the second Lowest Calculated Bid. The procedure shall be repeated until the LCRB is identified and selected for recommendation of contract award. However if no Bidder passed post-qualification, the BAC shall declare the bidding a failure and conduct a re-bidding with re-advertisement, if necessary.

#### **34. Notice to Proceed**

Within seven (7) calendar days from the date of approval of the contract by the appropriate government approving authority, the Procuring Entity shall issue the Notice to Proceed (NTP) together with a copy or copies of the approved contract to the successful Bidder. All notices called for by the terms of the contract shall be effective only at the time of receipt thereof by the successful Bidder.

#### **35. Protest Mechanism**

Decisions of the procuring entity at any stage of the procurement process may be questioned in accordance with Section 55 of the IRR of RA 9184.

## BID DATA SHEET

ITB CLAUSE	
1.1	The PROCURING ENTITY is <b>CITY GOVERNMENT OF ORMOC</b>
1.2	The lot(s) and reference is/are: 10-PR240439
2.0	<p>The Funding Source</p> <p>The Government of the Philippines (GOP) through the ( <b>Ormoc City Division: Other Supplies &amp; Materials Expenses -Sports Dev't. Program</b> ) in the amount of <b>Seven Million Eight Hundred Seventy-two Thousand Three Hundred ( ₱ 7,872,300.00 )</b> only.</p> <p>The name of the Project is: <b>Supply and Delivery of Shoes for EVRAA 2024 of the Department Education, Ormoc City.</b></p>
5.1	No further instructions.
5.2	None of the circumstances mentioned in the ITB Clause exist in the Project Foreign bidders, except those falling under ITB Clause 5.2(b), may not participate in the Project.
5.4	<p><b>Non-expendable supplies and Services:</b></p> <p>The Bidder must have completed, within the period specified in the Invitation to Bid and <b>ITB Clause 12.1(a)(iii)</b>, a single contract that is similar to this Project, equivalent to at least Fifty percent (50%) of the ABC.</p> <p><b>Expendable Supplies:</b></p> <p>The Bidder must have completed, within the period specified in the Invitation to Bid and <b>ITB Clause 12.1(a)(iii)</b>, a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.</p>
5.5	No further instructions.
6.3	No further instructions.
7.0	No further instructions.
8.1	Subcontracting is not allowed.
8.2	Not applicable.
9.1	<p>The City Government of Ormoc will hold a Pre-bid Conference for this Project on:</p> <p style="text-align: center;"><b>Tuesday, February 20, 2024</b> <b>City Administrator's Office Conference Room, Ormoc City</b></p>
10.1	<p>The Procuring Entity's address is:</p> <p style="text-align: center;"><b>LUCY TORRES GOMEZ</b> <b>City Mayor</b> <b>2nd/F New Ormoc City Hall Building</b> <b>Ormoc City</b> <b>Tel. No.</b> <b>e-mail address:</b></p>
12.1(a)	No further instructions.
12.1(a)(i)	No other acceptable proof of registration is recognized.
12.1(a)(iii)	The statement of all on-going and completed government and private contracts shall include all such contracts within <b>3 months</b> prior to the deadline for the submission and receipt of bids.
13.1	No additional Requirements.
13.1(b)	No further instructions.
13.2	<p>The ABC is <b>Seven Million Eight Hundred Seventy-two Thousand Three Hundred Pesos ( ₱ 7,872,300.00 )</b> only.</p> <p><b>Any bid with a financial component exceeding this amount shall not be accepted.</b></p>
15.4(a)(iii)	No incidental services are required.
15.4(b)	No incidental services are required.
15.5	Bid Prices shall be fixed. Adjustable price proposals shall be treated as non-responsive and shall be rejected.

15.6	Extraordinary circumstances refer to events that may be determined by the National Economics and Development Authority in accordance with the Civil Code of the Philippines, and upon the recommendation of the Procuring Entity.
16.1(b)	The Bid prices for Goods supplied from outside of the Philippines shall be quoted in <b>Philippine Pesos</b>
16.3	No further instructions.
17.1	Bids will be valid until: July 02, 2024
18.1	The Bidder shall submit a Bid Securing Declaration, or any form of Bid Security, in an amount not less than the required percentage of the ABC in accordance with the following schedule:  1. The amount of <b>₱ 157,446.00</b> ( 2% of the ABC ), if bid security is in cash, cashier's/manager's check, and Bank Guarantee.  2. The amount of <b>₱ 393,615.00</b> ( 5% of the ABC ), if bid security is in Surety Bond; or
18.2	The bid security shall be valid until : <b>July 02, 2024</b>
18.5(a)(iv)	<b>Additional grounds for forfeiture of bid security:</b>  1. Submission of eligibility requirements containing false information or falsified documents.  2. Submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding.  3. Allowing the use of one's name , or using the name of another for purpose of public bidding.  4. Withdrawal of a bid, or refusal to accept an award , or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the Lowest Calculated and Responsive Bid.  5. Refusal or failure to post the required performance security within the prescribed time.  6. Refusal to clarify or validate in writing its bid during post-qualification within a period (7) calendar days from receipt of the request for clarification.  7. Any documented unsolicited attempt by a bidder to unduly influence the outcome of the bidding in his favor.  8. Failure of the potential joint venture partners to enter into the joint venture after the bid is declared as successful.  9. All other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.
18.5(b)	No further instruction.
20.1	No further instruction.
20.3	<b>Each Bidder shall submit <u>One (1) Original Two (2) copies of the first and second components of its bid.</u></b>
21.0	The address for submission of bids is <b>OFFICE OF THE BIDS AND AWARDS COMMITTEE, 2/F New Ormoc City Hall Bldg, Ormoc City.</b>  <b>The deadline for submission of bids on: <u>Monday, March 04, 2024 @ 10:00 o'clock A.M.</u></b>
24.1	The place of bid opening is <b>City Administrator's Conference Room, 2/F New Ormoc City Hall Bldg, Ormoc City.</b>  <b>The date and time of bid opening is on: <u>Monday, March 04, 2024 @ 2:00 o'clock P.M.</u></b>
25.1	No further instruction.
27.1	No further instruction.
28.3	No further instruction.
28.3(b)	Bid modification is not allowed.
28.5	No further instructions.
29.2(b)	<b>Only tax returns filed and taxes paid through the BIR Electronic Filing and Payment Systems (EFPS) shall be accepted.</b>  <b>NOTE: <u>The latest income or business tax returns are those within the last six months preceding the date of bid submission.</u></b>
29.2(d)	none

32.4(g) List additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity

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- a.) Production/Delivery Schedule
- b.) Manpower Requirements
- c.) After-sales service/parts, if applicable
- d.) Technical Specifications
- e.) Specification of whether or not the prospective bidder is a manufacture, supplier or distributor.
- \* f.) License to Operate as drug distributor, medical supplies and equipment with attachment of Product Distributed (List of Sources)
- \* g.) Authenticated Certificate of Product Registration (CPR) of each Medicine required to be delivered or Affidavit of Undertaking.
- \* h.) Certification of Expiry Date (must have two(2) years and above expiration date)
- i.) PhilGEPS Certificate of Registration and Membership.
- j.) Omnibus Sworn Statement
- \*\* k.) Radio Communications Equipment Dealer's Permit issued by NTC.
- \*\*\* l.) Government Requirement in the Acquisition of Firearms Particularly R.A. 10591

NOTE: WITH ( \*) for drugs, medicine, medical supplies & equipment.  
( \*\*) for radio communication only.  
(\*\*\*) for acquisition of firearms only.

## *Section IV. General Conditions of Contract*

### **Notes on the General Conditions of Contract**

The GCC in Section IV, read in conjunction with the SCC in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

The GCC herein shall not be altered. Any changes and complementary information, which may be needed, shall be introduced only through the SCC in Section V.



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## 1. Definitions

1.1. In this Contract, the following terms shall be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between the Procuring Entity and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) "The Goods" means all of the supplies, equipment, machinery, spare parts, other materials and/or general support services which the Supplier is required to provide to the Procuring Entity under the Contract.
- (d) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- (e) "GCC" means the General Conditions of Contract contained in this Section.
- (f) "SCC" means the Special Conditions of Contract.
- (g) "The Procuring Entity" means the organization purchasing the Goods, as named in the SCC.
- (h) "The Procuring Entity's country" is the Philippines.
- (i) "The Supplier" means the individual contractor, manufacturer, distributor, or firm supplying/manufacturing the Goods and Services under this Contract and named in the SCC.
- (j) The "Funding Source" means the organization named in the SCC.
- (k) "The Project Site," where applicable, means the place or places named in the SCC.
- (l) "Day" means calendar day.
- (m) The "Effective Date" of the contract will be the date of receipt by the Supplier of the Notice to Proceed or the date provided in the Notice to Proceed. Performance of all obligations shall be reckoned from the Effective Date of the Contract.

- (n) "Verified Report" refers to the report submitted by the Implementing Unit to the Head of the Procuring Entity setting forth its findings as to the existence of grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.

## 2. **Corrupt, Fraudulent, Collusive, and Coercive Practices**

2.1. Unless otherwise provided in the SCC, the Procuring Entity as well as the bidders, contractors, or suppliers shall observe the highest standard of ethics during the procurement and execution of this Contract. In pursuance of this policy, the Procuring Entity:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:

- (i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the Government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019.

- (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.

- (iii) "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.

- (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;

- (v) "obstructive practice" is

- (aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an

administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or

(bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.

(b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.

2.2. Further the Funding Source, Borrower or Procuring Entity, as appropriate, will seek to impose the maximum civil, administrative and/or criminal penalties available under the applicable law on individuals and organizations deemed to be involved with any of the practices mentioned in GCC Clause 2.1(a).

### **3. Inspection and Audit by the Funding Source**

The Supplier shall permit the Funding Source to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Funding Source, if so required by the Funding Source.

### **4. Governing Law and Language**

4.1. This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines.

4.2. This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All correspondence and other documents pertaining to this Contract exchanged by the parties shall be written in English.

### **5. Notices**

5.1. Any notice, request, or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request, or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the

SCC, which shall be effective when delivered and duly received or on the notice's effective date, whichever is later.

- 5.2. A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the SCC for GCC Clause 5.1.

## 6. Scope of Contract

- 6.1. The GOODS and Related Services to be provided shall be as specified in Section VI. Schedule of Requirements.
- 6.2. 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. Any additional requirements for the completion of this Contract shall be provided in the SCC.

## 7. Subcontracting

- 7.1. Subcontracting of any portion of the Goods, if allowed in the BDS, does not relieve the Supplier of any liability or obligation under this Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants or workmen.
- 7.2. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract, subject to compliance with the required qualifications and the approval of the Procuring Entity.

## 8. Procuring Entity's Responsibilities

- 8.1. Whenever the performance of the obligations in this Contract requires that the Supplier obtain permits, approvals, import, and other licenses from local public authorities, the Procuring Entity shall, if so needed by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.
- 8.2. The Procuring Entity shall pay all costs involved in the performance of its responsibilities in accordance with GCC Clause 6.

## 9. Prices

- 9.1. For the given scope of work in this Contract as awarded, all bid prices are considered fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances and upon prior approval of the GPPB in accordance with Section 61 of R.A. 9184 and its IRR or except as provided in this Clause.
- 9.2. Prices charged by the Supplier for Goods delivered and/or services performed under this Contract shall not vary from the prices quoted by the Supplier in its

bid, with the exception of any change in price resulting from a Change Order issued in accordance with GCC Clause 29.

## **10. Payment**

- 10.1. Payments shall be made only upon a certification by the Head of the Procuring Entity to the effect that the Goods have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted. Except with the prior approval of the President no payment shall be made for services not yet rendered or for supplies and materials not yet delivered under this Contract. Ten percent (10%) of the amount of each payment shall be retained by the Procuring Entity to cover the Supplier's warranty obligations under this Contract as described in GCC Clause 17.
- 10.2. The Supplier's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and/or Services performed, and by documents submitted pursuant to the SCC provision for GCC Clause 6.2, and upon fulfillment of other obligations stipulated in this Contract.
- 10.3. Pursuant to GCC Clause 10.2, payments shall be made promptly by the Procuring Entity, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.
- 10.4. Unless otherwise provided in the SCC, the currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.

## **11. Advance Payment and Terms of Payment**

- 11.1. Advance payment shall be made only after prior approval of the President, and shall not exceed fifteen percent (15%) of the Contract amount, unless otherwise directed by the President or in cases allowed under Annex "D" of RA 9184.
- 11.2. For Goods supplied from abroad, the terms of payment shall be as follows:
  - (a) On Contract Signature: Ten percent (10%) of the Contract Price shall be paid within sixty (60) days from signing of the Contract and upon submission of a claim and a bank guarantee for the equivalent amount valid until the Goods are delivered and in the form provided in Section VIII, Bidding Forms.
  - (b) On Delivery: Seventy percent (70%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the SCC provision on Delivery and Documents.
  - (c) On Acceptance: The remaining twenty percent (20%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the Procuring Entity's authorized representative. In the event that no inspection or acceptance certificate

is issued by the Procuring Entity's authorized representative within forty five (45) days of the date shown on the delivery receipt the Supplier shall have the right to claim payment of the remaining twenty percent (20%) subject to the Procuring Entity's own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the SCC provision on Delivery and Documents.

- 11.3. All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.

## **12. Taxes and Duties**

The Supplier, whether local or foreign, shall be entirely responsible for all the necessary taxes, stamp duties, license fees, and other such levies imposed for the completion of this Contract.

## **13. Performance Security**

- 13.1. Within ten (10) calendar days from receipt of the Notice of Award 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 the forms prescribed in the ITB Clause 33.2.
- 13.2. The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the winning bidder is in default in any of its obligations under the contract.
- 13.3. The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.
- 13.4. The performance security may be released by the Procuring Entity and returned to the Supplier after the issuance of the Certificate of Final Acceptance subject to the following conditions:
- (a) There are no pending claims against the Supplier or the surety company filed by the Procuring Entity;
  - (b) The Supplier has no pending claims for labor and materials filed against it; and
  - (c) Other terms specified in the SCC.
- 13.5. In case of a reduction of the contract value, the Procuring Entity shall allow a proportional reduction in the original performance security provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

## **14. Use of Contract Documents and Information**



- 14.1. The Supplier shall not, except for purposes of performing the obligations in this Contract, without the Procuring Entity's prior written consent, disclose this Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 14.2. Any document, other than this Contract itself, enumerated in GCC Clause 14.1 shall remain the property of the Procuring Entity and shall be returned (all copies) to the Procuring Entity on completion of the Supplier's performance under this Contract if so required by the Procuring Entity.

## 15. Standards

The Goods provided under this Contract shall conform to the standards mentioned in the Section VII. Technical Specifications; and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the institution concerned.

## 16. Inspection and Tests

- 16.1. The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Entity. The SCC and 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.
- 16.2. If applicable, the inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity. The Supplier shall provide the Procuring Entity with results of such inspections and tests.
- 16.3. The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in this Clause provided that the Procuring Entity shall bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 16.4. The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to GCC Clause 5.

- 16.5. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, shall release the Supplier from any warranties or other obligations under this Contract.

## **17. Warranty**

- 17.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the technical specifications required by the Procuring Entity provides otherwise.
- 17.2. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 17.3. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier for a minimum period specified in the SCC. The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to at least ten percent (10%) of the final payment, or a special bank guarantee equivalent to at least ten percent (10%) of the Contract Price or other such amount if so specified in the SCC. The said amounts shall only be released after the lapse of the warranty period specified in the SCC; provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.
- 17.4. 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, within the period specified in the SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Procuring Entity.
- 17.5. If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in GCC Clause 17.4, the Procuring Entity may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract and under the applicable law.

## **18. Delays in the Supplier's Performance**

- 18.1. Delivery of the Goods and/or performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in Section VI. Schedule of Requirements.
- 18.2. If at any time during the performance of this Contract, the Supplier or its Subcontractor(s) should encounter conditions impeding timely delivery of the Goods and/or performance of Services, the Supplier shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its

cause(s). As soon as practicable after receipt of the Supplier's notice, and upon causes provided for under GCC Clause 22, the Procuring Entity shall evaluate the situation and may extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of Contract.

- 18.3. Except as provided under GCC Clause 22, a delay by the Supplier in the performance of its obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 19, unless an extension of time is agreed upon pursuant to GCC Clause 29 without the application of liquidated damages.

## 19. Liquidated Damages

Subject to GCC Clauses 18 and 22, if the Supplier fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the Procuring Entity shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. Once the **amount of liquidated damages reaches ten percent (10%)**, the Procuring Entity may rescind or terminate the Contract pursuant to GCC Clause 23, without prejudice to other courses of action and remedies open to it.

## 20. Settlement of Disputes

- 20.1. If any dispute or difference of any kind whatsoever shall arise between the Procuring Entity and the Supplier in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 20.2. If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 20.3. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under this Contract.
- 20.4. In the case of a dispute between the Procuring Entity and the Supplier, the dispute shall be resolved in accordance with Republic Act 9285 ("R.A. 9285"), otherwise known as the "Alternative Dispute Resolution Act of 2004."
- 20.5. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they

otherwise agree; and the Procuring Entity shall pay the Supplier any monies due the Supplier.

## **21. Liability of the Supplier**

- 21.1. The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines, subject to additional provisions, if any, set forth in the SCC.
- 21.2. Except in cases of criminal negligence or willful misconduct, and in the case of infringement of patent rights, if applicable, the aggregate liability of the Supplier to the Procuring Entity shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## **22. Force Majeure**

- 22.1. The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the Supplier's delay in performance or other failure to perform its obligations under the Contract is the result of a *force majeure*.
- 22.2. For purposes of this Contract the terms "*force majeure*" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or *force majeure* shall be interpreted to mean an event which the Contractor could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Contractor. Such events may include, but not limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 22.3. If a *force majeure* situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the *force majeure*.

## **23. Termination for Default**

- 23.1. The Procuring Entity may rescind or terminate a contract for default, without prejudice to other courses of action and remedies available under the circumstances when, outside force majeure, the Supplier fails to deliver or perform any or all the Goods 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.

- 23.2. The Procuring Entity may terminate the contract when, as a result of force majeure, the Supplier is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days after receipt of the notice from the Procuring Entity stating that the circumstance of force majeure is deemed to have ceased;
- 23.3. The Procuring Entity shall terminate the contract when the Supplier fails to perform any other obligations under the Contract.
- 23.4. In the event the Procuring Entity terminates this Contract in whole or in part for any of the reasons provided under GCC Clause 23 to 26, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Entity for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of this Contract to the extent not terminated.
- 23.5. In case the delay in the delivery of the Goods and/or performance of the Services exceeds a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the Supplier, the Procuring Entity may terminate this Contract, forfeit the Supplier's performance security and award the same to a qualified Supplier.

#### **24. Termination for Insolvency**

The Procuring Entity shall terminate this Contract if the Supplier is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Supplier.

#### **25. Termination for Convenience**

- 25.1. The Procuring Entity may terminate this Contract, in whole or in part, at any time for its convenience. The Head of the Procuring Entity may terminate a contract for the convenience of the Government if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and national government policies.
- 25.2. The Goods that have been delivered and/or performed or are ready for delivery or performance within thirty (30) calendar days after the Supplier's receipt of Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices. For Goods not yet performed and/or ready for delivery, the Procuring Entity may elect:

- (a) to have any portion delivered and/or performed and paid at the contract terms and prices; and/or
- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed and/or performed goods and for materials and parts previously procured by the Supplier.

25.3. If the Supplier suffers loss in its initial performance of the terminated contract, such as purchase of raw materials for goods specially manufactured for the Procuring Entity which cannot be sold in open market, it shall be allowed to recover partially from this Contract, on a *quantum meruit* basis. Before recovery may be made, the fact of loss must be established under oath by the Supplier to the satisfaction of the Procuring Entity before recovery may be made.

## 26. Termination for Unlawful Acts

26.1. The Procuring Entity may terminate this Contract in case it is determined *prima facie* that the Supplier has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:

- (a) Corrupt, fraudulent, and coercive practices as defined in ITB Clause 3.1(a);
- (b) Drawing up or using forged documents;
- (c) Using adulterated materials, means or methods or engaging in production contrary to rules of science or the trade; and
- (d) Any other act analogous to the foregoing.

## 27. Procedures for Termination of Contracts

27.1. The following provisions shall govern the procedures for termination of this Contract:

- (a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;
- (b) Upon recommendation by the Implementing Unit, the Head of the Procuring Entity shall terminate this Contract only by a written notice to the Supplier conveying the termination of this Contract. The notice shall state:

- (i) that this Contract is being terminated for any of the ground(s) afore-mentioned, and a statement of the acts that constitute the ground(s) constituting the same;
  - (ii) the extent of termination, whether in whole or in part;
  - (iii) an instruction to the Supplier to show cause as to why this Contract should not be terminated; and
  - (iv) special instructions of the Procuring Entity, if any.
- (c) The Notice to Terminate shall be accompanied by a copy of the Verified Report;
  - (d) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the Head of the Procuring Entity a verified position paper stating why this Contract should not be terminated. If the Supplier fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the Head of the Procuring Entity shall issue an order terminating this Contract;
  - (e) The Procuring Entity may, at any time before receipt of the Supplier's verified position paper described in item (d) above withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Supplier's receipt of the notice;
  - (f) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the Head of the Procuring Entity shall decide whether or not to terminate this Contract. It shall serve a written notice to the Supplier of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Supplier of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate;
  - (g) The Head of the Procuring Entity may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the Head of the Procuring Entity; and
  - (h) The Supplier must serve a written notice to the Procuring Entity of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The Contract is deemed terminated if it is not resumed in thirty (30) calendar days after the receipt of such notice by the Procuring Entity.

## **28. Assignment of Rights**

The Supplier shall not assign his rights or obligations under this Contract, in whole or in part, except with the Procuring Entity's prior written consent.

**29. Contract Amendment**

Subject to applicable laws, no variation in or modification of the terms of this Contract shall be made except by written amendment signed by the parties.

**30. Application**

These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of this Contract.



Project Ref. No. : 10-PR240439  
 Name of the Project : Supply and Delivery of Shoes for EVRAA 2024 of the Department Education, Ormoc City  
 Location of the Project : Department of Education, Ormoc City

## SECTION VI: SCHEDULE OF REQUIREMENTS

The delivery schedule expressed as weeks/months stipulated hereafter a delivery date

Which is the date of delivery to the project site.

Project Ref. No. : 45 Calendar Days

Item Number	Description	Quantity	Total	Delivery Weeks/Months
1	Shoes, Parade ATHLETES, COACHES AND DEPED OFFICIALS MALE size 3.5 inches = 4 size 4 inches = 4 size 4.5 inches = 4 size 5 inches = 15 size 5.5 inches = 11 size 6 inches = 25 size 6.5 inches = 21 size 7 inches = 27 size 7.5 inches = 31 size 8 inches = 37 size 8.5 inches = 50 size 9 inches = 53 size 9.5 inches = 57 size 10 inches = 24 size 10.5 inches = 12 size 11 inches = 2 size 11.5 inches = 2 size 12 inches = 2 FEMALE size 3.5 inches = 1 size 3 inches = 1 size 4 inches = 3 size 4.5 inches = 9 size 5 inches = 26 size 5.5 inches = 13 size 6 inches = 40 size 6.5 inches = 46 size 7 inches = 50 size 7.5 inches = 29 size 8 inches = 35 size 8.5 inches = 23 size 9 inches = 17 size 9.5 inches = 29 size 10 inches = 8 size 11 inches = 1	712	pair	
2	Shoes, Arnis ELEMENTARY & SECONDARY MALE size 4 inches = 1 size 5 inches = 3 size 7 inches = 2 size 7.5 inches = 1 size 9 inches = 1 ELEMENTARY & SECONDARY FEMALE size 4 inches = 1 size 5 inches = 1 size 6 inches = 2 size 8 inches = 4	16	pair	
3	Shoes, Athletics ELEMENTARY & SECONDARY MALE SPIKE SHOES size 4.5 inches = 5 size 5 inches = 2 size 6 inches = 3 size 7 inches = 4 size 8 inches = 2 size 9 inches = 1 RUNNING SHOES size 6 inches = 2 size 7 inches = 4	54	pair	

	size 8 inches = 4 size 5.5 inches = 2 ELEMENTARY & SECONDARY FEMALE SPIKE SHOES size 5 inches = 2 size 6 inches = 6 size 7 inches = 5 size 8 inches = 2 RUNNING SHOES size 6 inches = 4 size 7 inches = 4 size 2 inches = 2			
4	Shoes, Archery SECONDARY MALE size 8 inches = 2 size 9 inches = 1 size 10 inches = 1 SECONDARY FEMALE size 5 inches = 2 size 7 inches = 2	8	pair	
5	Shoes, Badminton ELEMENTARY & SECONDARY MALE size 5 inches = 2 size 6 inches = 2 size 8 inches = 2 size 9 inches = 2 ELEMENTARY & SECONDARY FEMALE size 6 inches = 2 size 7 inches = 3 size 8 inches = 2 size 9 inches = 1	16	pair	
6	Shoes, baseball ELEMENTARY & SECONDARY MALE size 7 inches = 4 size 8 inches = 8 size 9 inches = 6 size 7.5 inches = 4 size 10 inches = 2	24	pair	
7	Shoes, Basketball (Athletes) ELEMENTARY & SECONDARY MALE size 6 inches = 3 size 6.5 inches = 1 size 7 inches = 2 size 8 inches = 2 size 9 inches = 5 size 10 inches = 5 size 11 inches = 4 size 12 inches = 2 SECONDARY FEMALE size 6 inches = 3 size 7 inches = 2 size 8 inches = 2 size 9 inches = 1 size 10 inches = 4	44	pair	
8	Shoes, Football ELEMENTARY & SECONDARY MALE size 6 inches = 6 size 6.5 inches = 4 size 7 inches = 7 size 7.5 inches = 7 size 8 inches = 7 size 8.5 inches = 2 size 9 inches = 6	39	pair	
9	Shoes, Futsal SECONDARY FEMALE size 7 inches = 4 size 8 inches = 6 size 8.5 inches = 2	12	pair	
10	Shoes, Sepak Takraw (Athletes) ELEMENTARY & SECONDARY MALE size 5 inches = 2 size 6 inches = 1 size 7.5 inches = 2 size 8 inches = 4 size 8.5 inches = 3 size 9 inches = 4 SECONDARY FEMALE size 5 inches = 1	20	pair	

	size 7.5 inches = 1 size 7 inches = 2			
11	Shoes, Softball ELEMENTARY & SECONDARY FEMALE size 4 inches = 2 size 5 inches = 3 size 6 inches = 7 size 7 inches = 6 size 8 inches = 2 size 9 inches = 4	24	pair	
12	Shoes, Table Tennis ELEMENTARY & SECONDARY MALE size 5 inches = 2 size 6 inches = 2 size 8 inches = 2 size 9 inches = 2 ELEMENTARY & SECONDARY FEMALE size 6 inches = 2 size 7 inches = 4 size 8 inches = 2	16	pair	
13	Shoes, Tennis ELEMENTARY & SECONDARY MALE size 7 inches = 2 size 7.5 inches = 2 size 8 inches = 3 size 10 inches = 1 ELEMENTARY & SECONDARY FEMALE size 6 inches = 2 size 7 inches = 2 size 7.5 inches = 2 size 8 inches = 2	16	pair	
14	Shoes, Volleyball (Athletes) ELEMENTARY & SECONDARY MALE size 5 inches = 2 size 5.5 inches = 2 size 6 inches = 4 size 6.5 inches = 2 size 7 inches = 6 size 8 inches = 2 size 9 inches = 4 size 10 inches = 2 ELEMENTARY & SECONDARY FEMALE size 5 inches = 5 size 6 inches = 3 size 7 inches = 5 size 8 inches = 3 size 9 inches = 5 size 10 inches = 3	48	pair	
15	Shoes, Wrestling SECONDARY MALE size 6 inches = 3 size 7 inches = 3 size 9 inches = 2 SECONDARY FEMALE size 6 inches = 3 size 8 inches = 3 size 8.5 inches = 2	16	pair	
16	Shoes, Dance (Athletes) ELEMENTARY & SECONDARY MALE size 6 inches = 2 LATIN SHOES size 8 inches = 2 STANDARD SHOES ELEMENTARY & SECONDARY FEMALE size 6 inches = 2 LATIN SHOES size 6.5 inches = 2 STANDARD SHOES	8	pair	
17	Shoes, Boxing (athletes) SECONDARY MALE size 8 inches = 5 size 9 inches = 5	10	pair	
18	Shoes, Choerdance and Para Games SECONDARY size 4 inches = 3 size 5 inches = 7 size 6 inches = 8 size 7 inches = 7 size 8 inches = 10 size 9 inches = 6 size 10 inches = 4	45	pair	

19	Shoes, R. Gymnastics ELEMENTARY & SECONDARY FEMALE size 5 inches = 3 size 6 inches = 2 size 7 inches = 3 size 8 inches = 2	10	pair		
20	Shoes, Acrogyrnastics ELEMENTARY & SECONDARY MALE size 6 inches = 2 size 7 inches = 2 size 8 inches = 2 size 9 inches = 1 ELEMENTARY & SECONDARY FEMALE size 5 inches = 2 size 6 inches = 3 size 7 inches = 1 size 8 inches = 1	14	pair		

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DEALER'S SIGNATURE

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DEALER'S NAME & ADDRESS

## SPECIAL CONDITIONS OF CONTRACT

GCC CLAUSE	
1.1(g)	The PROCURING ENTITY is CITY GOVERNMENT OF ORMOC
1.1(i)	The Supplier is
1.1(j)	The Funding Source The Government of the Philippines (GOP) through the ( <b>Ormoc City Division: Other Supplies &amp; Materials Expenses -Sports Dev't. Program</b> ) in the amount of <b>Seven Million Eight Hundred Seventy-two Thousand Three Hundred ( ₱ 7,872,300.00 )</b> only.
1.1(k)	The Project site is Department of Education, Ormoc City "The Project sites are defined in are defined in Section VI. Schedule of Requirements"
5.1	The Procuring Entity's address is: <b>LUCY TORRES GOMEZ</b> <b>City Mayor</b> <b>2nd/F New Ormoc City Hall Building</b> <b>Ormoc City</b> <b>Tel. No. 053-255-2054-1001</b> <b>Fax No.</b>  The Supplier's address for Notices is:
6.2	<i>List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:</i>  Delivery and Documents:  For purposes of the Contract, "EXW", "FOB", "CIF", "DDP", and other trade terms used to described the obligations of the parties shall have the meanings assigned to them by the current edition of ICOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows: <i>For foreign Suppliers, state "The delivery terms applicable to the Contract are DDP delivered (insert place of destination). In accordance with ICOTERMS."</i>  <i>For domestic Suppliers, state "The delivery terms applicable to the Contract are delivered (insert place of destination). Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination."</i>  Delivery of Goods shall be made by the Supplier in accordance with the terms specified in Section VI. Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are as follows:  <i>For Goods supplied from within the Philippines or by domestic Suppliers:</i>  Upon delivery of the Goods to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents to the Procuring Entity:  (i) Original and four copies of the Supplier's invoice showing receipt Good's description, quantity, unit price and total amount;  (ii) Original and four copies delivery receipt/nota, railway receipt, or truck receipt;  (iii) Original Supplier's factory inspection report;  (iv) Original and four copies of the Manufacturer's and/or Supplier's warranty certificate;  (v) Original and four copies of the certificate of origin (for imported Goods);  (vi) Delivery receipt detailing number and description of items received signed by the authorized receiving personnel;  (vii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project; and  (viii) Four copies of the Invoice Receipt for Property signed by the Procuring Entity's Representative at the Project Site.

*For Goods supplied from abroad (excluding domestic Supplier):*

Upon shipment, the Supplier shall notify the Procuring Entity and the insurance company by cable the full details of the shipment, including Contract Number, description of the Goods, quantity, vessel, bill of lading number and date, port of loading, date of shipment, port of discharge etc. Upon delivery to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents as applicable with the documentary requirements of any letter of credit issued taking precedence;

- (i) Original and four copies of the Supplier's invoice showing receipt Good's description, quantity, unit price and total amount;
- (ii) Original and four of the negotiable, clean shipped on board bill of lading marked "freight pre-paid" and five copies of the non-negotiable bill of lading;
- (iii) Original Supplier's factory inspection report;
- (iv) Original and four copies of the Manufacturer's and/or Supplier's warranty certificate;
- (v) Original and four copies of the certificate of origin (for imported Goods);
- (vi) Delivery receipt detailing number and description of items received signed by the Procuring Entity's representative at the Project Site;
- (vii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site; and
- (viii) Four copies of the Invoice Receipt for Property signed by the Procuring Entity's Representative at the Project Site.

**Incidental Services**

The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:

- (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 operation and maintenance manual for each appropriate unit of the supplied Goods;
- (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligation under this Contract; and
- (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.

The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rated charged to other parties by the Supplier for similar services:

**Spare Parts**

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier;

\*in the event of termination of production of the spare parts:

- (i) advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
- (ii) Following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings and specification of the spare parts, if requested.

The spare parts required are listed in Section IV. Schedule of Requirements and the cost there of are included in the Contract Price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods for a period of ( *insert herein the time period specified, if not used insert time period of three times the warranty period.* )

Other spare parts and components shall be supplied as promptly as possible, but in any case within ( *insert appropriate period* ) months of placing the order.

**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 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 : **City Government of Ormoc**  
 Name of the Supplier :  
 Contract Description : **Supply and Delivery of Shoes for EVRAA 2024 of the Department Education, Ormoc City for the Department of Education, Ormoc City**  
 Final Destination : **Ormoc City**  
 Gross weight :  
 Any special lifting instructions :  
 Any special handling instructions :  
 Any relevant HAZCHEM classifications :

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.

**Insurance**

The Goods supplied under this Contract shall be fully insured by the Supplier in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery. The Goods remain at the risk and title of the Supplier until their final acceptance by the Procuring Entity.

**Transportation**

Where the Supplier is required under Contract to deliver the Goods CIF, CIP and DDP, transport of the Goods to the port of destination or such other name place of destination in the Philippines, as shall be specified in the Contract, shall be arranged and paid for by the Supplier and the cost thereof shall be included in the Contract Price.

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 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.

Where the Supplier is required under Contract to deliver the Goods CIF, CIP and DDP, Goods are to be transported on carriers of the Philippines 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* in accordance with GCC Clause 22.

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 Supplier risk and title will be acceptable at the final destination.

**Patent Rights**

9.0 The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark or industrial design arising from use of the Goods or any part thereof.

9.0 If Funding Source is the GOP or WB, state the following:  
 For the given scope of work in this Contract as awarded. All bid prices are considered fixed prices and therefore not subject to price escalation during contract implementation except under extraordinary circumstances and upon prior approval of the GPPB in accordance with Section 61 of RA 9184 and its IRR-A.

10.1 No further instructions.

10.4 No further instructions.

13.1 No further instructions.

13.4 No further instructions.

13.4(c) No further instructions.

16.1 The inspections and tests that will be conducted are: (insert the applicable inspections and tests, if none, state "NONE")

17.3	<p><i>Funding Source is GOP and the Goods pertain to Expandable Supplies: Three (3) months after acceptance by the Procuring Entity of the delivery Goods or After the Goods are consumed, whichever is earlier.</i></p> <p><i>Funding Source is GOP and the Goods pertain to Non expandable Supplies: One (1) year after acceptance by the Procuring Entity of the delivered Goods.</i></p>
17.4 & 17.5	The period for correction of defects in the warranty period is _____
	<p>The applicable rate is one tenth(1/10) of one (1) percent of the cost of the unperformed portion for every day of delay.</p> <p>The maximum deduction shall be ten percent (10%) of the amount of contract. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the procuring entity shall rescind the contract, without prejudice to other courses of action and remedies open to it.</p>
20.4	in the case of dispute between the Procuring Entity and the Supplier, the dispute shall be resolved in accordance with Republic Act 9285 ("R.A. 9285"), otherwise known as the "Alternative Dispute Resolution Act of 2004".
21.1	<b>"No additional provision"</b> or, <i>if the Consultant is a joint venture.</i> "All partners to the joint venture shall be jointly and severally liable to the Procuring Entity".



## ***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) 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.

Project Ref. No. : 10-PR240439  
 Name of the Project : Supply and Delivery of Shoes for EVRAA 2024 of the Department Education, Ormoc City  
 Location of the Project : Department of Education, Ormoc City

### TECHNICAL SPECIFICATIONS

Item Number	Quantity	Unit	Description	Statement of Compliance
1	712	pair	Shoes, Parade ATHLETES, COACHES AND DEPED OFFICIALS MALE size 3.5 inches = 4 size 4 inches = 4 size 4.5 inches = 4 size 5 inches = 15 size 5.5 inches = 11 size 6 inches = 25 size 6.5 inches = 21 size 7 inches = 27 size 7.5 inches = 31 size 8 inches = 37 size 8.5 inches = 50 size 9 inches = 53 size 9.5 inches = 57 size 10 inches = 24 size 10.5 inches = 12 size 11 inches = 2 size 11.5 inches = 2 size 12 inches = 2 FEMALE size 3.5 inches = 1 size 3 inches = 1 size 4 inches = 3 size 4.5 inches = 9 size 5 inches = 26 size 5.5 inches = 13 size 6 inches = 40 size 6.5 inches = 46 size 7 inches = 50 size 7.5 inches = 29 size 8 inches = 35 size 8.5 inches = 23 size 9 inches = 17 size 9.5 inches = 29 size 10 inches = 8 size 11 inches = 1	Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters stating the corresponding of the equipment of "Comply" supported by evidence in a bidders bid and cross-reference to that evidence.
2	16	pair	Shoes, Arnis ELEMENTARY & SECONDARY MALE size 4 inches = 1 size 5 inches = 3 size 7 inches = 2 size 7.5 inches = 1 size 9 inches = 1 ELEMENTARY & SECONDARY FEMALE size 4 inches = 1 size 5 inches = 1 size 6 inches = 2 size 8 inches = 4	
3	54	pair	Shoes, Athletics ELEMENTARY & SECONDARY MALE SPIKE SHOES size 4.5 inches = 5 size 5 inches = 2 size 6 inches = 3 size 7 inches = 4 size 8 inches = 2 size 9 inches = 1 RUNNING SHOES size 6 inches = 2 size 7 inches = 4 size 8 inches = 4 size 5.5 inches = 2	

			<p>ELEMENTARY &amp; SECONDARY FEMALE</p> <p>SPIKE SHOES</p> <p>size 5 inches = 2</p> <p>size 6 inches = 6</p> <p>size 7 inches = 5</p> <p>size 8 inches = 2</p> <p>RUNNING SHOES</p> <p>size 6 inches = 4</p> <p>size 7 inches = 4</p> <p>size 2 inches = 2</p>
4	8	pair	<p>Shoes, Archery</p> <p>SECONDARY MALE</p> <p>size 8 inches = 2</p> <p>size 9 inches = 1</p> <p>size 10 inches = 1</p> <p>SECONDARY FEMALE</p> <p>size 5 inches = 2</p> <p>size 7 inches = 2</p>
5	16	pair	<p>Shoes, Badminton</p> <p>ELEMENTARY &amp; SECONDARY MALE</p> <p>size 5 inches = 2</p> <p>size 6 inches = 2</p> <p>size 8 inches = 2</p> <p>size 9 inches = 2</p> <p>ELEMENTARY &amp; SECONDARY FEMALE</p> <p>size 6 inches = 2</p> <p>size 7 inches = 3</p> <p>size 8 inches = 2</p> <p>size 9 inches = 1</p>
6	24	pair	<p>Shoes, baseball</p> <p>ELEMENTARY &amp; SECONDARY MALE</p> <p>size 7 inches = 4</p> <p>size 8 inches = 8</p> <p>size 9 inches = 6</p> <p>size 7.5 inches = 4</p> <p>size 10 inches = 2</p>
7	44	pair	<p>Shoes, Basketball (Athletes)</p> <p>ELEMENTARY &amp; SECONDARY MALE</p> <p>size 6 inches = 3</p> <p>size 6.5 inches = 1</p> <p>size 7 inches = 2</p> <p>size 8 inches = 2</p> <p>size 9 inches = 5</p> <p>size 10 inches = 5</p> <p>size 11 inches = 4</p> <p>size 12 inches = 2</p> <p>SECONDARY FEMALE</p> <p>size 6 inches = 3</p> <p>size 7 inches = 2</p> <p>size 8 inches = 2</p> <p>size 9 inches = 1</p> <p>size 10 inches = 4</p>
8	39	pair	<p>Shoes, Football</p> <p>ELEMENTARY &amp; SECONDARY MALE</p> <p>size 6 inches = 6</p> <p>size 6.5 inches = 4</p> <p>size 7 inches = 7</p> <p>size 7.5 inches = 7</p> <p>size 8 inches = 7</p> <p>size 8.5 inches = 2</p> <p>size 9 inches = 6</p>
9	12	pair	<p>Shoes, Futsal</p> <p>SECONDARY FEMALE</p> <p>size 7 inches = 4</p> <p>size 8 inches = 6</p> <p>size 8.5 inches = 2</p>
10	20	pair	<p>Shoes, Sepak Takraw (Athletes)</p> <p>ELEMENTARY &amp; SECONDARY MALE</p> <p>size 5 inches = 2</p> <p>size 6 inches = 1</p> <p>size 7.5 inches = 2</p> <p>size 8 inches = 4</p> <p>size 8.5 inches = 3</p> <p>size 9 inches = 4</p> <p>SECONDARY FEMALE</p> <p>size 5 inches = 1</p> <p>size 7.5 inches = 1</p> <p>size 7 inches = 2</p>

11	24	pair	Shoes, Softball ELEMENTARY & SECONDARY FEMALE size 4 inches = 2 size 5 inches = 3 size 6 inches = 7 size 7 inches = 6 size 8 inches = 2 size 9 inches = 4
12	16	pair	Shoes, Table Tennis ELEMENTARY & SECONDARY MALE size 5 inches = 2 size 6 inches = 2 size 8 inches = 2 size 9 inches = 2 ELEMENTARY & SECONDARY FEMALE size 6 inches = 2 size 7 inches = 4 size 8 inches = 2
13	16	pair	Shoes, Tennis ELEMENTARY & SECONDARY MALE size 7 inches = 2 size 7.5 inches = 2 size 8 inches = 3 size 10 inches = 1 ELEMENTARY & SECONDARY FEMALE size 6 inches = 2 size 7 inches = 2 size 7.5 inches = 2 size 8 inches = 2
14	48	pair	Shoes, Volleyball (Athletes) ELEMENTARY & SECONDARY MALE size 5 inches = 2 size 5.5 inches = 2 size 6 inches = 4 size 6.5 inches = 2 size 7 inches = 6 size 8 inches = 2 size 9 inches = 4 size 10 inches = 2 ELEMENTARY & SECONDARY FEMALE size 5 inches = 5 size 6 inches = 3 size 7 inches = 5 size 8 inches = 3 size 9 inches = 5 size 10 inches = 3
15	16	pair	Shoes, Wrestling SECONDARY MALE size 6 inches = 3 size 7 inches = 3 size 9 inches = 2 SECONDARY FEMALE size 6 inches = 3 size 8 inches = 3 size 8.5 inches = 2
16	8	pair	Shoes, Dance (Athletes) ELEMENTARY & SECONDARY MALE size 6 inches = 2 LATIN SHOES size 8 inches = 2 STANDARD SHOES ELEMENTARY & SECONDARY FEMALE size 6 inches = 2 LATIN SHOES size 6.5 inches = 2 STANDARD SHOES
17	10	pair	Shoes, Boxing (athletes) SECONDARY MALE size 8 inches = 5 size 9 inches = 5
18	45	pair	Shoes, Cheerdance and Para Games SECONDARY size 4 inches = 3 size 5 inches = 7 size 6 inches = 8 size 7 inches = 7 size 8 inches = 10 size 9 inches = 6 size 10 inches = 4
19	10	pair	Shoes, R. Gymnastics ELEMENTARY & SECONDARY FEMALE size 5 inches = 3

			size 6 inches = 2 size 7 inches = 3 size 8 inches = 2
20	14	pair	Shoes, Aerogymnastics ELEMENTARY & SECONDARY MALE size 6 inches = 2 size 7 inches = 2 size 8 inches = 2 size 9 inches = 1 ELEMENTARY & SECONDARY FEMALE size 5 inches = 2 size 6 inches = 3 size 7 inches = 1 size 8 inches = 1

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DEALER'S SIGNATURE

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DEALER'S NAME & ADDRESS

## *Section VIII. Bidding Forms*

### **Notes on the Bidding Forms**

The Bidder shall complete and submit with its Bid the **Bid Form** and **Price Schedules** in accordance with **ITB** Clause 15 with the requirements of the Bidding Documents and the format set out in this Section.

When requested in the BDS, the Bidder should provide the **Bid Security**, either in the form included hereafter or in another form acceptable to the Entity, pursuant to **ITB** Clause 18.1.

The **Contract Agreement Form**, when it is finalized at the time of contract award, should incorporate any corrections or modifications to the accepted Bid resulting from price corrections. The Price Schedule and Schedule of Requirements deemed to form part of the contract should be modified accordingly.

The **Performance Security Form** and **Bank Guarantee Form for Advance Payment** should not be completed by the Bidders at the time of their Bid preparation. Only the successful Bidder will be required to provide performance security and bank guarantee for advance payment in accordance with one of the forms indicated herein or in another form acceptable to the Procuring Entity and pursuant to **GCC** Clause 13 and its corresponding SCC provision.

The sworn affidavit must be completed by all Bidders in accordance with **ITB** Clause 4.2. Failure to do so and submit it with the bid shall result in the rejection of the bid and the Bidder's disqualification.

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**BID FORM**

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

Project Identification No.: 10-PR240439

To: (name and address of Procuring Entity)

Gentlemen and /or Ladies:

Having examined the Philippine Bidding Documents (PBDs) including Supplemental or Bid Bulletin Numbers ( insert numbers), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to ( **supply/delivery/perform**) ( **description of the Goods**) in conformity with the said PBDs for the sum of ( **total 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 and (iv) other fiscal levies and duties), which are itemized herein or in the Price Schedule,

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 Philippines 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-Assited Projec with the Development Partner: Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract are listed below:

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

\_\_\_\_\_  
 \_\_\_\_\_  
 (if none, state "None")

Until a format 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 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 he attached Schedule of Prices, shall be aground for the rejection of our bid.

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

**FINANCIAL DOCUMENTS FOR ELIGIBILITY REQUIREMENTS**

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

	Year 20 ____
1 Total Assets	
2 Current Assets	
3 Total Liabilities	
4 Current Liabilities	
5 Net Worth ( 1-3)	
6 Net Working Capital ( 2-4)	

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

NFCC= [(Current Asset minus Current Liabilities) (15)] minus the 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.

NFCC = P \_\_\_\_\_

or

Committed Line of Credit of at least equal to ten percent (10%) of the ABC to be bid issued by Universal or Commercial Bank.

Herewith attached are certified true copies of the income tax return and audited financial statement stamped "RECEIVED" by the BIR authorized collecting agent for the immediately preceding year or certificate of commitment from a licensed bank to extend a credit line.

Submitted by:

\_\_\_\_\_  
Name of Supplier/Distributor/Manufacturer/Contractor

\_\_\_\_\_  
Signature of Authorized Representative

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

**ACKNOWLEDGEMENT**

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_  
Affiant exhibited to me his/her Community Tax Certificate No. \_\_\_\_\_ issued on  
\_\_\_\_\_ at \_\_\_\_\_, Philippines.

Notary Public  
Until 31 December 20 \_\_\_\_  
Issued at \_\_\_\_\_

## Omnibus Sworn Statement

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

### AFFIDAVIT

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

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

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

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

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

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

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

3. *[Name of Bidder]* is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;
4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. *[Name of Bidder]* is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

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

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

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

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

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

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_ day of \_\_\_\_, 20\_\_ at \_\_\_\_\_, Philippines.

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

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

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

**NAME OF NOTARY PUBLIC**

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

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

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

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

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

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

Page No. \_\_\_\_\_

Book No. \_\_\_\_\_

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

\* This form will not apply for WB funded projects.





**PRICE SCHEDULE FOR GOODS OFFERED FROM WITHIN THE PHILIPPINES**  
 (shall be submitted with the Bid if bidder is offering goods within the Philippines)

**For Goods Offered from Within the Philippines**

NAME OF BIDDER: \_\_\_\_\_

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

1 Item Number	2 Description	3 Country of Origin	4 Quantity	5 Unit price EXW per item	6 Transportation and all other costs incidental to delivery, per item	7 Sales and other taxes payable if Contract is awarded, per item	8 Cost of Incidental Services, if applicable, per item	9 Total Price, per unit (col 5 + 6 + 7 + 8)	10 Total Price delivered Final Destination (col 9) x (col 4)
1	Shoes, Parade <b>ATHLETES, COACHES AND DEPED OFFICIALS</b> <b>MALE</b> size 3.5 inches = 4 size 4 inches = 4 size 4.5 inches = 4 size 5 inches = 15 size 5.5 inches = 11 size 6 inches = 25 size 6.5 inches = 21 size 7 inches = 27 size 7.5 inches = 31 size 8 inches = 37 size 8.5 inches = 50 size 9 inches = 53 size 9.5 inches = 57 size 10 inches = 24 size 10.5 inches = 12 size 11 inches = 2 size 11.5 inches = 2 size 12 inches = 2 <b>FEMALE</b> size 3.5 inches = 1 size 3 inches = 1 size 4 inches = 3 size 4.5 inches = 9 size 5 inches = 26 size 5.5 inches = 13 size 6 inches = 40 size 6.5 inches = 46 size 7 inches = 50 size 7.5 inches = 29 size 8 inches = 35 size 8.5 inches = 23		712	pair					

2024-02-10



1 Item Number	2 Description	3 Country of Origin	4 Quantity	5 Unit price EXW per item	6 Transportation and all other costs incidental to delivery, per item	7 Sales and other taxes payable if Contract is awarded, per item	8 Cost of Incidental Services, if applicable, per item	9 Total Price, per unit (cost 5 + 6 + 7 + 8)	10 Total Price delivered Final Destination (cost 9) x (cost 4)
	size 9 inches = 17 size 9.5 inches = 29 size 10 inches = 8 size 11 inches = 1								
2	Shoes, Annis ELEMENTARY & SECONDARY MALE size 4 inches = 1 size 5 inches = 3 size 7 inches = 2 size 7.5 inches = 1 size 9 inches = 1 ELEMENTARY & SECONDARY FEMALE size 4 inches = 1 size 5 inches = 1 size 6 inches = 2 size 8 inches = 4		16	pair					
3	Shoes, Athletics ELEMENTARY & SECONDARY MALE SPIKE SHOES size 4.5 inches = 5 size 5 inches = 2 size 6 inches = 3 size 7 inches = 4 size 8 inches = 2 size 9 inches = 1 RUNNING SHOES size 6 inches = 2 size 7 inches = 4 size 8 inches = 4 size 5.5 inches = 2 ELEMENTARY & SECONDARY FEMALE SPIKE SHOES size 5 inches = 2 size 6 inches = 6 size 7 inches = 5 size 8 inches = 2 RUNNING SHOES size 6 inches = 4 size 7 inches = 4 size 8 inches = 2		54	pair					

1 Item Number	2 Description	3 Country of Origin	4 Quantity	5 Unit price EXW per item	6 Transportation and all other costs incidental to delivery, per item	7 Sales and other taxes payable if Contract is awarded, per item	8 Cost of Incidental Services, if applicable, per item	9 Total Price, per unit (col.5 + 6 + 7 + 8)	10 Total Price delivered Final Destination (col.9) x (col.4)
4	Shoes, Archery SECONDARY MALE size 8 inches = 2 size 9 inches = 1 size 10 inches = 1 SECONDARY FEMALE size 5 inches = 2 size 7 inches = 2		8	pair					
5	Shoes, Badminton ELEMENTARY & SECONDARY MALE size 5 inches = 2 size 6 inches = 2 size 8 inches = 2 size 9 inches = 2 ELEMENTARY & SECONDARY FEMALE size 6 inches = 2 size 7 inches = 3 size 8 inches = 2 size 9 inches = 1		16	pair					
6	Shoes, baseball ELEMENTARY & SECONDARY MALE size 7 inches = 4 size 8 inches = 8 size 9 inches = 6 size 7.5 inches = 4 size 10 inches = 2		24	pair					
7	Shoes, Basketball (Athletes) ELEMENTARY & SECONDARY MALE size 6 inches = 3 size 6.5 inches = 1 size 7 inches = 2 size 8 inches = 2 size 9 inches = 5 size 10 inches = 5 size 11 inches = 4 size 12 inches = 2 SECONDARY FEMALE size 6 inches = 3 size 7 inches = 2 size 8 inches = 2		44	pair					

1 Item Number	2 Description	3 Country of Origin	4 Quantity	5 Unit price EXW per item	6 Transportation and all other costs incidental to delivery, per item	7 Sales and other taxes payable if Contract is awarded, per item	8 Cost of Incidental Services, if applicable, per item	9 Total Price, per unit (col.5 + 6 + 7 + 8)	10 Total Price Delivered Final Destination (col.9) x (col.1)
	size 9 inches = 1 size 10 inches = 4								
8	Shoes, Football ELEMENTARY & SECONDARY MALE size 6 inches = 6 size 6.5 inches = 4 size 7 inches = 7 size 7.5 inches = 7 size 8 inches = 7 size 8.5 inches = 2 size 9 inches = 6		39	pair					
9	Shoes, Futsal SECONDARY FEMALE size 7 inches = 4 size 8 inches = 6 size 8.5 inches = 2		12	pair					
10	Shoes, Sepak Takraw (Athletes) ELEMENTARY & SECONDARY MALE size 5 inches = 2 size 6 inches = 1 size 7.5 inches = 2 size 8 inches = 4 size 8.5 inches = 3 size 9 inches = 4 SECONDARY FEMALE size 5 inches = 1 size 7.5 inches = 1 size 7 inches = 2		20	pair					
11	Shoes, Softball ELEMENTARY & SECONDARY FEMALE size 4 inches = 2 size 5 inches = 3 size 6 inches = 7 size 7 inches = 6 size 8 inches = 2 size 9 inches = 4		24	pair					
12	Shoes, Table Tennis ELEMENTARY & SECONDARY MALE size 5 inches = 2 size 6 inches = 2		16	pair					

1 Item Number	2 Description	3 Country of Origin	4 Quantity	5 Unit price EXW per item	6 Transportation and all other costs incidental to delivery, per item	7 Sales and other taxes payable if Contract is awarded, per item	8 Cost of Incidental Services, if applicable, per item	9 Total Price, per unit (col 5 + 6 + 7 + 8)	10 Total Price delivered Final Destination (col 9) + (col 4)
	size 8 inches = 2 size 9 inches = 2 <b>ELEMENTARY &amp; SECONDARY FEMALE</b> size 6 inches = 2 size 7 inches = 4 size 8 inches = 2								
13	<b>Shoes, Tennis</b> <b>ELEMENTARY &amp; SECONDARY MALE</b> size 7 inches = 2 size 7.5 inches = 2 size 8 inches = 3 size 10 inches = 1 <b>ELEMENTARY &amp; SECONDARY FEMALE</b> size 6 inches = 2 size 7 inches = 2 size 7.5 inches = 2 size 8 inches = 2		16	pair					
14	<b>Shoes, Volleyball (Athletes)</b> <b>ELEMENTARY &amp; SECONDARY MALE</b> size 5 inches = 2 size 5.5 inches = 2 size 6 inches = 4 size 6.5 inches = 2 size 7 inches = 6 size 8 inches = 2 size 9 inches = 4 size 10 inches = 2 <b>ELEMENTARY &amp; SECONDARY FEMALE</b> size 5 inches = 5 size 6 inches = 3 size 7 inches = 5 size 8 inches = 3 size 9 inches = 5 size 10 inches = 3		48	pair					
15	<b>Shoes, Wrestling</b> <b>SECONDARY MALE</b> size 6 inches = 3 size 7 inches = 3 size 9 inches = 2 <b>SECONDARY FEMALE</b> size 6 inches = 3		16	pair					

Item Number	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 3 + 6 + 7 + 8)	Total Price delivered Final Destination (col 9) x (col 4)
1	2	3	4	5	6	7	8	9	10
16	Shoes, Dance (Athletes) ELEMENTARY & SECONDARY MALE size 6 inches = 2 LATIN SHOES size 8 inches = 2 STANDARD SHOES ELEMENTARY & SECONDARY FEMALE size 6 inches = 2 LATIN SHOES size 6.5 inches = 2 STANDARD SHOES		8	pair					
17	Shoes, Boxing (athletes) SECONDARY MALE size 8 inches = 5 size 9 inches = 5		10	pair					
18	Shoes, Cheerleader and Para Games SECONDARY size 4 inches = 3 size 5 inches = 7 size 6 inches = 8 size 7 inches = 7 size 8 inches = 10 size 9 inches = 6 size 10 inches = 4		45	pair					
19	Shoes, Jc Gymnastics ELEMENTARY & SECONDARY FEMALE size 5 inches = 3 size 6 inches = 2 size 7 inches = 3 size 8 inches = 2		10	pair					
20	Shoes, Aerobic/gymnastics ELEMENTARY & SECONDARY MALE size 6 inches = 2 size 7 inches = 2 size 8 inches = 2 size 9 inches = 1 ELEMENTARY & SECONDARY FEMALE size 5 inches = 2 size 6 inches = 3 size 7 inches = 1 size 8 inches = 1		14	pair					

2024-02-10

NAME : \_\_\_\_\_

Legal Capacity

\_\_\_\_\_

Signature

\_\_\_\_\_

Project Ref. No. : 10-PR240439  
Name of the Project : Supply and Delivery of Shoes for EVRAA 2024 of the Department Education, Ormoc City  
Location of the Project : Department of Education, Ormoc City

**Republic of the Philippines  
City Government of Ormoc  
Ormoc City**

**SUPPLIER'S/DISTRIBUTOR'S/MANUFACTURER'S/CONTRACTOR'S PROFILE**

Date : TAX ACCOUNT NO.  
Name of Firm/Company: **Foreign Contractor**  
Contractor ID:

**General Information**

Nationality:  
Philippine Address:  
Telephone No.:  
Fax No.:  
E-mail Address:  
Cable Address:  
Telex No.:  
Percent of Filipino Ownership:

**Legal Aspect**

**Person Managing Affairs of the firm**

Name:  
Designation:  
Telephone No.:

**Authorized Liaison Officer**

Name:  
Designation:  
Telephone No.:

**Authorized Liaison Officer**

Name:  
Designation:  
Telephone No.:

**Projects/Contracts**

2024-02-10

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

	Year 20__
1 Total Assets	
2 Current Assets	
3 Total Liabilities	
4 Current Liabilities	
5 Net Worth ( 1-3)	
6 Net Working Capital ( 2-4)	

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

$NFCC = [(Current\ Asset\ minus\ Current\ Liabilities)\ (15)]$  minus the 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.

NFCC = P \_\_\_\_\_

or

Committed Line of Credit of at least equal to ten percent (10%) of the ABC to be bid issued by Universal or Commercial Bank.

Herewith attached are certified true copies of the income tax return and audited financial statement stamped "RECEIVED" by the BIR authorized collecting agent for the immediately preceding year or certificate of commitment from a licensed bank to extend a credit line.

Submitted by:

\_\_\_\_\_  
Name of Supplier/Distributor/Manufacturer/Contractor

\_\_\_\_\_  
Signature of Authorized Representative

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

ACKNOWLEDGEMENT

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
Affiant exhibited to me his/her Community Tax Certificate No. \_\_\_\_\_ issued on  
\_\_\_\_\_ at \_\_\_\_\_, Philippines.

Notary Public  
Until 31 Decenber 20\_\_\_\_  
Issued at \_\_\_\_\_  
Issued on \_\_\_\_\_  
TIN No. \_\_\_\_\_

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

Page No. \_\_\_\_\_

Book No. \_\_\_\_\_

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

ty



## Bid Securing Declaration Form

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

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

### BID SECURING DECLARATION Project Identification No.: *[Insert number]*

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
  - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
  - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
  - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

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

**[Jurat]**

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

**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]*

## Omnibus Sworn Statement (Revised)

*[shall be submitted with the Bid]*

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

### AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

*[If a sole proprietorship:]* The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical

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

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

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

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

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_ day of \_\_\_, 20\_\_ at \_\_\_\_\_, Philippines.

*[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]*

*[Insert signatory's legal capacity]*  
Affiant

**[Jurat]**

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