



PHILIPPINE BIDDING DOCUMENTS

Provision of Allied Service for the Department of Trade and Industry (DTI) and its Attached Agencies

Government of the Republic of the Philippines

**Bidding No. 21-058
03 December 2021**

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.



Section I. Invitation to Bid

Provision of Allied Service for the Department of Trade and Industry (DTI) and its Attached Agencies

1. The Department of Trade and Industry, through the General Appropriation Act for CY 2022 and/or continuing appropriations intends to apply the sum of **Sixty-One Million Nine Hundred Eighty Thousand One Hundred Five and ⁴⁶/₁₀₀ Pesos (PhP61,980,105.46)** being the ABC to payments under the contract **Provision of Allied Service for the Department of Trade and Industry (DTI) and its Attached Agencies (Bidding No. 21-058)**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The Department of Trade and Industry now invites bids for the Early Procurement on the **Provision of Allied Service for the Department of Trade and Industry (DTI) and its Attached Agencies (Bidding No. 21-058)**. Delivery of the Services is required within **one (1) year**. Bidders should have completed, within **three (3) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non- discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
4. Prospective Bidders may obtain further information from Department of Trade and Industry and inspect the Bidding Documents at the address given below during office hours from 8 AM to 5 PM, Monday to Friday.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **06 December 2021** from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Fifty Thousand Pesos (PhP50,000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person or via electronic mail.
6. The Department of Trade and Industry will hold a Pre-Bid Conference on **13 December 2021, 9:30AM** through video conferencing or webcasting via Zoom, which shall be open to prospective bidders. Zoom Meeting link is contained in

Section III (Bid Data Sheet).

7. Bids must be duly received by the BAC Secretariat through (i) manual submission at the office address indicated below, (ii) online or electronic submission as indicated below, or (iii) both on or before **9 AM of 27 December 2021**. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **27 December 2021, 9:30AM** at the Center Conference Room, Trade & Industry Building, 361 Sen. Gil Puyat Avenue, Makati City and/or via Zoom. Zoom Meeting link is contained in Section III (Bid Data Sheet). Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The bidders may submit their bids in any of the following form:
 - 10.1. Physical submission of the documents on the address stated below; or
 - 10.2. Electronic submission of bids with the following guidelines:
 - 10.2.1. The Bidder shall submit three (3) set of files of the same documents in PDF format, NOT EDITABLE, with different individual password before the set deadline. The Encryption Key and Password shall be submitted during the opening of the bids of the concerned bidder.
 - 10.2.2. The Bidder shall have the full responsibility on securing the files submitted are not corrupted. The DTI-BAC shall have three (3) attempts to open the submitted files.
 - If the first file was successfully opened, the two (2) remaining files shall be disregarded.
 - If the first file was corrupted, the DTI-BAC shall open the second file. If the second file was successfully opened, the first and third file shall be disregarded.
 - If the first and second file were corrupted, the third file shall be opened.
 - If the third file was corrupted, the bidder shall be automatically disqualified.
11. The Department of Trade and Industry reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
12. For further information, please refer to:

Mary Ann D. Yulas

Assistant Chief, Procurement Management Division
Human Resource and Administrative Service
Department of Trade and Industry
G/F, Trade and Industry Building

361 Sen. Gil Puyat Avenue, Makati City
Tel. No: +63 (2) 7791-3363/3367, Fax No: +63 (2) 895-3515
Email: MaryAnnYulas@dti.gov.ph
Website: www.dti.gov.ph

13. You may visit the following websites:

For downloading of Bidding Documents:

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

<https://www.dti.gov.ph/good-governance-program/transparency-seal/bac-resources/>

For online bid submission:

BACSecretariat@dti.gov.ph

03 December 2021

SGD.

MARY JEAN T. PACHECO
Assistant Secretary
Chairperson
DTI-Bids and Awards Committee

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, Department of Trade and Industry, wishes to receive Bids, for the Early Procurement on the **Provision of Allied Service for the Department of Trade and Industry (DTI) and its Attached Agencies**, with identification number **21-058**.

The Procurement Project (referred to herein as “Project”) is composed of one (1) lot, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

a. The GOP through the source of funding as indicated below for 2022 in the amount of **Sixty-One Million Nine Hundred Eighty Thousand One Hundred Five and $\frac{46}{100}$ Pesos (PhP61,980,105.46)**.

b. The source of funding is NGA, the General Appropriations Act or Special Appropriations.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

capable will be evaluated.

5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:

- i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
- ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
- iii. When the Goods sought to be procured are not available from local suppliers; or
- iv. When there is a need to prevent situations that defeat competition or restrain trade.

5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

- i. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.

5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address and/or through

videoconferencing/webcasting as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within **three (3) years** prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:

- b. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in e.

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

13. Bid and Payment Currencies

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

13.2. Payment of the contract price shall be made in Philippine Pesos.

14. Bid Security

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

14.2. The Bid and bid security shall be valid for **one hundred twenty (120) calendar days**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

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

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

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

19.4. The Project shall be awarded as follows:

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

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

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p>a. Provision of Allied Service;</p> <p>a. completed within three (3) years prior to the deadline for the submission and receipt of bids.</p> <p>The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.</p>
7.1	Subcontracting is not allowed.
8	<p>The Department of Trade and Industry will hold a Pre-Bid Conference on 13 December 2021, 9:30AM through video conferencing or webcasting via Zoom, which shall be open to prospective bidders.</p> <p>Join Zoom Meeting: https://zoom.us/j/97941148385?pwd=OCs1bFNvM3dpZFM2QzZPZlJhaEpnZz09</p> <p>Meeting ID: 979 4114 8385 Passcode: 499376</p>
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <p>a The amount of not less than One Million Two Hundred Thirty-Nine Thousand Six Hundred Two and ¹¹/₁₀₀ Pesos (PhP1,239,602.11), if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p>b The amount of not less than Three Million Ninety-Nine Thousand Five and ²⁷/₁₀₀ Pesos (PhP3,099,005.27) if bid security is in Surety Bond.</p>
15	<p>a. Physical Submission: Each Bidder shall submit one (1) original and three (3) copies of the first and second components of its bid.</p> <p>b. Electronic Submission: Please refer to Section I (Invitation to Bid Clause 10).</p>

17	<p>Bid opening shall be on 27 December 2021, 9:30AM at the Center Conference Room, Trade & Industry Building, 361 Sen. Gil Puyat Avenue, Makati City and/or via Zoom. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.</p> <p>Join Zoom Meeting: https://zoom.us/j/99937712755?pwd=ajL5N0FYZVBqVjg2ZVByTkdCS2JOZz09</p> <p>Meeting ID: 999 3771 2755 Passcode: 924826</p>
19.3	<p>The lot(s) and reference is/are: Provision of Allied Service for the Department of Trade and Industry (DTI) and its Attached Agencies.</p>

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

3. Performance Security

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

4. Inspection and Tests

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

these purposes.

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

5. Warranty

5.1. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.

5.2. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered <i>[indicate place of destination]</i>. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered <i>[indicate place of destination]</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is:</p> <p>JOEL R. CRUZ <i>Director</i> Human Resource and Administrative Service Trade and Industry Bldg., 361 Sen. Gil J. Puyat Ave., Makati City</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

	<p>d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</p>
	<p>e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</p> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>Spare Parts –</p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <p><i>Select appropriate requirements and delete the rest.</i></p> <p>a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and</p> <p>b. in the event of termination of production of the spare parts:</p> <p>i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and</p> <p>ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.</p> <p>The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the cost thereof are included in the contract price.</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of [<i>indicate here the time period specified. If not used indicate a time period of three times the warranty period</i>].</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within [<i>insert appropriate time period</i>] months of placing the order.</p>

	<p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>

	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	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.

Section VI. Schedule of Requirements

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

Item Number	Description	Quantity	Delivered, Weeks/Months	Statement of Compliance
1	Provision of Allied Service for the Department of Trade and Industry (DTI) and its Attached Agencies	1 lot	January 1, 2022 to December 31, 2022	

Conforme:

Name & Signature of the Authorized Representative

Name of Company

Date

Section VII. Technical Specifications

Technical Specifications

Item	Specification	Statement of Compliance																				
1	<p>1. Scope of Requirements for Outsourcing Allied Services</p> <p>The DTI needs the services of a qualified Service Provider who can provide multi-year manpower requirements such as, but not limited to, drivers, messengers, clerks, encoders, electrician, plumber, carpenter and other allied services on a temporary basis to perform various clerical, administrative, and logistical requirements of DTI for January 1, 2022 – December 31, 2022.</p> <p>This is an early procurement activity for the DTI and its attached agencies Allied/manpower services FY 2022.</p> <table border="1" style="width: 100%; border-collapse: collapse; margin: 10px 0;"> <thead> <tr> <th style="width: 12.5%;">YEAR</th> <th style="width: 12.5%;">DTI HO</th> <th style="width: 12.5%;">BOI</th> <th style="width: 12.5%;">DCP</th> <th style="width: 12.5%;">PTTC</th> <th style="width: 12.5%;">TOTAL NO. / YEAR</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">2022</td> <td style="text-align: center;">109</td> <td style="text-align: center;">61</td> <td style="text-align: center;">16</td> <td style="text-align: center;">11</td> <td style="text-align: center;">197</td> </tr> </tbody> </table> <p>2. Qualification Requirements for the provision of JO Personnel:</p> <p>2.1 The Service Provider shall at all times provide and deploy the required number of well-trained clerical/support personnel for DTI-HO, BOI, DCP, and PTTC-GMEA within 3 working days from request.</p> <p>2.2 The JO Personnel must be physically and mentally fit and possess good moral character. They are expected to be efficient, dependable, honest, well-groomed and courteous at all times.</p> <p>2.3 The Service Provider shall conduct the sourcing, personnel selection and recruitment procedure for Clerical/Support Services.</p> <p>2.4 The JO personnel to be deployed/assigned to DTI must meet the qualification standards set forth in this TOR, to wit:</p> <table border="1" style="width: 100%; border-collapse: collapse; margin: 10px 0;"> <thead> <tr> <th style="width: 25%;">Position Level</th> <th style="width: 15%;">Salary Grade Level</th> <th style="width: 25%;">Qualification Standards</th> <th style="width: 35%;">Duties and Responsibilities</th> </tr> </thead> <tbody> <tr> <td>Administrative Aide II</td> <td style="text-align: center;">2</td> <td>Education:</td> <td>As Utility Worker*</td> </tr> </tbody> </table>	YEAR	DTI HO	BOI	DCP	PTTC	TOTAL NO. / YEAR	2022	109	61	16	11	197	Position Level	Salary Grade Level	Qualification Standards	Duties and Responsibilities	Administrative Aide II	2	Education:	As Utility Worker*	<p><i>[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples,</i></p>
YEAR	DTI HO	BOI	DCP	PTTC	TOTAL NO. / YEAR																	
2022	109	61	16	11	197																	
Position Level	Salary Grade Level	Qualification Standards	Duties and Responsibilities																			
Administrative Aide II	2	Education:	As Utility Worker*																			

	Administrative Aide III	3	*For simple, routine, largely manual and repetitive work -	<ul style="list-style-type: none"> Renders general housekeeping service, performs simple/minor repairs, performs other related work as may be assigned 	<i>independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i>
	Administrative Aide IV	4	Must be able to read and write	<p>As Messenger*</p> <p>Performs general messengerial work, collects and delivers intra and inter office correspondences, documents, office supplies and other materials, performs other related work as may be assigned</p>	
	Administrative Aide VI	6	<p>and/or Elementary Graduate</p> <p>**For simple, routine, largely manual and repetitive but skilled work - Must be able to read and write and/or Elementary Graduate preferably with appropriate TESDA Certificate (i.e. food servicing for Butler, etc.)</p> <p>Experience: None required</p> <p>Training: None required</p>	<p>As Butler**</p> <p>Supervises over-all food management service, directs workers on their tasks relating to food service delivery, and does other tasks as may be assigned</p> <p>As Aircon Technician**</p> <p>Conducts maintenance check for air-con, heaters, and coolers, perform repairs to damaged or dysfunctional units, and does other tasks as may be assigned</p> <p>As Carpenter**</p> <p>Constructs items using different kinds of woods such as ply wood, lumbers, wallboard to make a strong structure according to the end user's design, layout and blueprint, repairs or reconstructs damage wood portion, gives estimate on the cost involved in the construction of needed wooden items/work area, recommends cost-efficient</p> <p>As Plumber**</p> <p>Installs plumbing systems particularly water drainage,</p>	

				toilet systems, faucets, and other plumbing systems, performs repair on malfunctioning/damaged plumbing systems, conducts maintenance check and advises management on cost-efficient
				<p>As Painter**</p> <p>Applies paint, varnish, lacquer, and/or other related materials, torches, smooths surfaces prior to painting, varnishing, lacquering or applying other related materials, recommends appropriate color to be applied upon consultation with end-users, ensures proper handling and disposal of paints, stains, and other materials, and does related task as assigned</p>
	Administrative Aide IV	4	<ul style="list-style-type: none"> • Education: Elementary School Graduate • Experience: None required • Training: None required • With Valid Professional Driver's License (For Administrative Aide to be assigned as Driver only) 	<p>As Driver</p> <p>Performs driving work for the bureau/office, prepares trip ticket for every destination, initiates the maintenance and wise of resources especially those he is responsible for, troubleshoots and repairs minor operational defects of the vehicle, does other related work and performs other tasks as may be assigned</p>
			<ul style="list-style-type: none"> • Education: <i>**For mechanic/ manipulation skills and coordination work</i> - HS Graduate or Completion 	<p>As Electrician**</p> <p>Assembles, installs, and maintains electrical or electronic wiring of various equipment/fixtures, troubleshoots electrical systems/wiring-related problems, inspects electrical</p>

			<p>of relevant vocational trade course preferably with appropriate TESDA Certificate</p> <ul style="list-style-type: none"> • Experience: None required • Training: None required 	<p>systems, equipment, and components to identify hazards and/or defects, gives recommendation to management on continued operation or the need for adjustment or repair of electrical systems/equipment</p>	
			<ul style="list-style-type: none"> • Education: Completion of 2-year studies in college or HS graduate with relevant vocational trade course • Experience: None required • Training: None required 	<p>As Computer Operator</p> <p>Operates, monitors and controls computers and peripheral equipment according to standard operating instructions, performs routine maintenance on computer hardware equipment and updates appropriate records, and does other work as may be assigned.</p>	
			<ul style="list-style-type: none"> • Education: Completion of 2-year studies in college or HS graduate with relevant vocational trade course • Experience: None required • Training: None required 	<p>As Warehouseman</p> <p>Assists in shipping, receiving, and checking of items, sorts and places materials or items on racks, shelves, or in bins according to predetermined sequence such as size, type, style, color, or product code, performs general inventory of goods/stocks in place of assignment, renders occasional janitorial services, and does other assigned task as needed</p> <p>As Canvasser</p> <p>Gathers information on needed products/supplies through close coordination with contact persons, recommends items to be</p>	

				<p>purchased based on specifications indicated by end-users, facilitates the completion of paperwork relating to the sale/purchase and performs other work as may be delegated</p> <p>As Clerk</p> <p>Prepares/certificates/endorse records and correspondences, facilitates information dissemination within the office, receives and answers telephone queries, sorts/indexes and files correspondences, records, and other documents, maintains a complete file on records and documents, perform simple data consolidation/reports generation, supervises work of junior clerks (for senior level clerks), does other related work and performs other tasks as may be assigned</p> <p>As Accounting Clerk</p> <p>Records financial transactions in official book of accounts, indexes disbursement vouchers, maintains simple records of financial documents for the control of expenses, assists the accountant in preparing/encoding/printing of financial reports and performs other related work as may delegated</p>	
	Chauffeur	7	<ul style="list-style-type: none"> • Education: Elementary School Graduate • Experience: None required • Training: None required 	Performs driving work for the Executive Officer, prepares trip ticket for every destination, initiates the maintenance and wise of resources especially those he is responsible for, troubleshoots and repairs minor operational defects of	

			<ul style="list-style-type: none"> • With Valid Professional Driver's License 	the vehicle, does other related work and performs other tasks as may be assigned
Data Encoder	7	<ul style="list-style-type: none"> • Education: Completion of 2-year studies in college preferably with appropriate TESDA Certificate • Experience: None required • Training: None required 	Prepares and sorts documents for data entry, consolidates and rearranges data from source documents, verifies data and corrects data where necessary, files documents in designated storage area, and does other task as may be assigned	
Secretary I	7	<ul style="list-style-type: none"> • Education: Completion of 2-year studies in college preferably with appropriate • Experience: 1 year relevant experience • Training: None required 	Undertakes secretarial tasks such as encoding, receiving/recording and releasing of documents, filing of documents, responsible for coordination and tracking scheduled meetings of the bureau/office head, responds to queries and directs requests for assistance to concerned bureau/office personnel, does other related work and performs other tasks as may be assigned	
Secretary II	9			
Computer Technician or Computer Maintenance Technician	8	<ul style="list-style-type: none"> • Education: Completion of two years studies in college • Experience: None required • Training: None required 	Assembles computer parts, installs or downloads computer applications, performs troubleshooting/repair of malfunctioning computers, assists in the conduct of routine PC maintenance to ensure its good operating condition, and does other work as may be assigned	
Human Resource Management Assistant	8	<ul style="list-style-type: none"> • Education: Completion of two years studies in college 	Assists in the delivery of HR services: records and releases incoming and outgoing documents, updates the Data Tracking System,	

			<ul style="list-style-type: none"> • Experience: None required • Training: None required 	prepares correspondences, reports, and other documents, assists in filing/organizing/maintaining of files/records/documents, makes and answers phone calls, direct calls and responds to inquiries as needed, and performs other duties as may be required.	
	Administrative Assistant I	7	Administrative Assistant	As Administrative Assistant	
	Administrative Assistant II	8	<ul style="list-style-type: none"> • Education: <ul style="list-style-type: none"> ○ For Administrative Assistant - Completion of two years studies in college ○ For Researcher - Bachelor's degree related to the job • Experience: <ul style="list-style-type: none"> ○ For Administrative Assistant I – None Required ○ For Administrative Assistant II and III - 1 year relevant experience • Training: None required 	Performs a wide-range of office tasks: receives and releases incoming and outgoing letters and documents, organizes and maintains files and records, assists in the conduct of meetings, programs, or projects, prepares and edits correspondences, reports, and presentations, makes and answer phone calls and directs such to concerned office personnel, and performs other tasks as may be assigned As Researcher Performs economic research on various trade-industry related matters, assists clients on conducts statistical analysis, assists in the final analysis i.e. interpretation and organization of data resulting from surveys and studies, and does other work as assigned.	
	Administrative Assistant III	9			
	2.5 The JO personnel shall have no pending case nor had been charged and found guilty of any disciplinary offense, administrative or criminal.				
	2.6 The JO personnel should have undergone drug tests, and must be free or negative from methamphetamine hydrochloride (shabu) and cannabis. Assigned JO				

	<p>personnel must pass the medical examinations. No apprenticeship shall be allowed.</p> <p>2.7 Preferably, the Service provider shall provide proof of vaccination and Photocopy of vaccination card to show that the JO personnel have already been vaccinated.</p> <p>2.8 The number of personnel during the contract implementation may be reduced or increased depending on the budgetary capacity and personnel requirements of DTI offices/bureaus, BOI, DCP and PTTC.</p> <p>2.9 Upon the request of DTI, the Service Provider shall provide additional JO personnel requirements in case of special projects and/or events chargeable against the account of the concerned DTI office/bureau or attached agency. The billing of the occasional JO personnel should be separated from the regular billing.</p> <p>2.10 The Procuring Entity, DTI-HO, BOI, DCP & PTTC shall monitor the performance of all personnel on detail within the premises of the DTI & attached agencies buildings and decide not only on any and all questions which may arise as to the quality and acceptability of the service/s rendered, but also on the capability, competence and readiness to perform their duties and responsibilities.</p> <p>2.11 The Service Provider shall require Clerical/Support JO personnel to wear applicable office attire based on allied positions and responsibilities. Complete identification (ID) cards applicable for Clerical/Support services, which shall be worn during working hours and at all times whenever these personnel are within the DTI premises.</p> <p>2.12 The DTI shall be furnished a copy of the duly executed contract of all assigned employees.</p> <p>2.13 The DTI reserves the right to demand the immediate replacement of any personnel employed by the Service Provider who may be found incompetent or inefficient, dishonest, negligent that puts on risk the integrity of the DTI or whose continued assignment in DTI may be deemed prejudicial to the best interest of office/bureau/attached agency.</p> <p>3. Work Schedule, Salaries/Compensation</p> <p>3.1 The Service Provider shall require its JO personnel to work five (5) days a week from Mondays to Fridays.</p> <p>3.2 Each JO personnel shall be required to render a minimum of eight (8) hours of service daily.</p>	
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3.3 The work shift, time schedule, and number of personnel shall be agreed upon between the DTI and Service Provider.

3.4 The JO personnel shall comply with the applicable standard timekeeping policies and guidelines of DTI, which includes, among others, but not limited to enrollment and use of biometrics, inform the concerned office/bureau in case of absence from work, rendition of overtime services, only if authorized and if any.

3.5 The Service Provider shall pay for the ten (10) days leave credits pay per year to JO personnel assigned at DTI. The 10 days leave credits is explicitly included in the attached computation of the budgetary requirements of this TOR. Thus, the Service Provider shall submit semestral report to DTI the status of the availment and/or payment of 10 days leave to JO personnel.

The wages/salaries/compensation for the JO position/s shall be at all times least the Minimum Wage prevailing in the National Capital Region (NCR). Should the prescribed rates per Salary Grade level falls below the prevailing Minimum Wage in NCR, the rates shall be adjusted accordingly that are mutually agreed upon by DTI and Service Provider.

The rate for CY 2022 shall be as follows:

SALARY GRADE (SG)	2022 MONTHLY RATE
2	21,336.94
3	22,724.12
4	24,172.18
6	27,480.71
7	29,271.11
8	31,302.04
9	33,413.45

3.6 Said wages/salaries/compensation includes premiums for SSS, Philhealth and Pag Ibig (employer share) that should be remitted to the concerned agencies for the JO personnel's social security.

3.7 Any special works or extra services (overtime during regular days, Saturday and Sundays or holidays, trade fairs, and anniversaries, among others) that may be required in the performance of services shall be covered by

an authority from concerned office/bureau, subject to the usual budgeting, accounting and auditing rules and regulations.

- 3.8 Attached is the matrix on the detailed computation of the Approved Budget for the Contract (ABC) which shows the breakdown of the monthly salary rate for the total amount to government and job order personnel, for guidance.

4. Budgetary Requirements

The total budgetary requirement for one hundred ninety-seven (197) outsourced JO personnel positions for CY 2022 needed for outsourcing is **Sixty-One Million Nine Hundred Eighty Thousand One Hundred Five Pesos and Forty-Six Centavos (PhP61,980,105.46)**

4.1

YEAR	TOTAL NUMBER OF JO/COS	GRAND TOTAL COST
2022	197	61,980,105.46

5. Warranty

- 5.1 The Service Provider shall have the necessary permit or license to operate and perform its undertakings and it agrees and obligates itself to comply with all rules and regulations which are or maybe issued by government authorities. Failure to renew its license for whatever reasons shall constitute as a ground for the DTI to terminate this Contract.
- 5.2 The Service Provider shall warrant that it has the technical expertise, experience manpower complement, tools, and materials necessary to comply with its obligations under this Contract.
- 5.3 The Service Provider warrants that it has not given or promised to give money or gifts to any official or employee of the DTI to secure this Contract. Any violation of this warranty or any provision contained herein shall be sufficient ground for the DTI to revoke or cancel this Contract without the necessity of judicial intervention.

6. Terms and Conditions

- 6.1 The requirements shall be for a period of one (1) year (Clerical/Support Services). Likewise, notwithstanding any

	<p>provisions to the contract, the DTI HO and concerned Attached Agency shall have the right, power and privilege to extend or terminate the services of the Service Provider for a valid cause whatsoever without need of judicial action by giving prior Incident report or Written Notice to that effect to the Service Provider, which hereby agrees by the decision of the DTI.</p> <p>7. Contract Price</p> <p>7.1 The DTI shall pay to the Service Provider the amount described in the computed monthly rate/cost which is made an integral part hereof.</p> <p>7.2 The monthly rate/cost shall not be increased during the effectivity of the Contract unless in compliance with law or any applicable decree that is due to wage increase.</p> <p>7.3 The administrative cost specified in the submitted bid proposal shall remain constant during contract duration, which means there shall be no increase in the said administrative cost even if a new wage order is effected during contract duration.</p> <p>7.4 The stipulated monthly rate/cost shall be proportionately reduced in the event that the Service Provider fails to provide and assign the required number of personnel specified herein.</p> <p>7.5 The reduction in monthly rate/cost for the period will be the wage/salary rate of absent personnel.</p> <p>8. Terms of Payment</p> <p>8.1 Payment shall be made on a monthly basis.</p> <p>8.2 The reduction in monthly rate/cost for the period will be the wage/salary rate of absent personnel.</p> <p>8.3 Prior to release of the monthly payment, the Service Provider shall submit the following documents:</p> <p>8.3.1 An affidavit that the salaries and allowances of its personnel in the DTI for that period being collected</p>	
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	<p>had been paid in accordance with all existing labor laws.</p> <p>8.3.2 A copy of the Official Receipt and certified true copy of representing payment for the monthly/quarterly for mandatory contributions or premium payments and loan remittances to SSS, Pag-ibig, Philhealth.</p> <p>8.3.3 A copy of Payroll and Pay-slips duly signed by its Clerical personnel.</p> <p>8.3.4 The monthly billing shall be submitted to the DTI every first (1st) working day of the following month.</p> <p>8.3.5 All payments shall be subject to existing accounting and auditing rules and regulations.</p> <p>8.3.6 Semestral status of payment, if monetize and/or availment of 10 days leave credits.</p> <p>9. Employee-Employer Relationship</p> <p>9.1 It is expressly understood and acknowledged that this Contract shall not in any way be construed as creating/establishing an employer-employee relationship between DTI and the personnel assigned by the Service Provider in this project.</p> <p>9.2 The DTI shall not in any way be held liable and/or responsibility for any personnel assigned in this project contracted for, except for such injury, death or damage cause by willful act, negligence or fault, of the DTI, its officers or employees in which case, he/she/they will be directly and personally be liable and/or accountable therefore. Further, the Contractor shall be solely liable or responsible for the enforcement of and compliance with all existing laws and rules particularly with respect to the Labor Code of the Philippines and all other labor and social laws.</p> <p>10. The Procuring Entity (DTI and concerned Attached Agencies) reserves the right to demand from the winning bidder the retention of its existing personnel for Clerical/Support Services.</p> <p>11. The Procuring Entity reserves the right to add and reduce number of Clerical/Support personnel.</p>	
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	<p>12. The Contractor shall endeavor to adopt ATM-based payroll remittance system to its personnel.</p> <p>13. Attorney Fees/Liquidated Damages</p> <p>13.1 In the event that the Service Provider fails to perform its obligation within the agreed period as specified in the terms and conditions of this Contract, and the DTI shall, without prejudice to its other remedies under this Contract and other applicable laws, deduct from the Contract Price, as liquidated damages, a sum equivalent to one-tenth of one percent (0.01%) of the cost of unperformed portion of the contract per day of delay but not to exceed ten percent (10%) of the total contract price. It is understood that the damages herein provided are fixed and that the DTI shall not be required to adduce proof thereof.</p> <p>14. Miscellaneous Provisions</p> <p>14.1 The DTI shall monitor the performance of the Service Provider and decide on all questions which may arise on the quality of the service rendered, the capability, competence and readiness of the Service Provider to perform its duties.</p> <p>14.2 The Service Provider must submit a certified true copy of SSS, Philhealth and Pag-ibig remittances for the past three (3) years (2018-2020) and photocopies of pay slips of the concerned JOs from the contractor (January 2020 to December 2020). – <i>For Post-Qualification Process.</i></p> <p>14.3 The Service Provider shall at all times, be directly responsible for the acts of conduct of the personnel under its employ, for their salaries or wages or compensation and other benefits provided for under existing and applicable labor laws.</p> <p>14.4 Delayed payment of salary/wages of JO personnel will be penalized</p>	
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	<p>14.5 Non-compliance with the minimum wage and other labor and social legislation shall be ground for termination of the agreement.</p> <p>14.6 Any damage to the systems facilities and equipment of the DTI due to theft/pilferage or damage due to negligence directly or indirectly caused by the Service Provider or its personnel shall be immediately repaired/restored/replaced by the Service Provider for its account.</p> <p>14.7 The Service Provider shall indemnify the DTI and its personnel and other persons who might suffer physical injuries, loss or any other form of damages as a result of the Contractor's negligence or violation of the TOR/Contract.</p> <p>14.8 The Service Provider shall allocate a monthly revolving fund of ₱5, 000.00 for a contract-related emergency expense of the DTI.</p> <p>14.9 It is understood that failure/delay of the DTI to demand strict compliance with any and all of the terms of the TOR/Contract shall not be considered as waiver of the enforcement of its rights in connection therewith.</p> <p>14.10 The Service Provider agrees and obligates to finally and unconditionally abide with the decision of the DTI on the interpretation or construction of any term, condition or stipulation contained in the TOR/Contract, including its implementation.</p> <p>14.11 The Service Provider agrees and obligates to hold the DTI free and harmless from any and all actions, suits, damages and claims which may be brought or instituted by any party whomsoever by reasons of the TOR/Contract and/or its implementation, the non-observance or non-performance by the Contractor of its obligation under any rule, regulation, ordinance or law, or any of the covenants herein stipulated.</p> <p>14.12 The Service Provider shall not assign or sub-contract the service or any portion thereof covered by the Contract without the written approval by the DTI.</p> <p>14.13 The Service Provider and its personnel shall at all times comply with all the safety and security regulations of the DTI.</p>	
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	<p>14.14 The Service Provider shall not during the term of the Contract disclose to any third party any information as to the state of affairs or business of the DTI which has come to the knowledge of Contrary by reasons of the TOR/Contract.</p> <p>14.15 Any action between the DTI and the Service Provider in connection with or relating to the Contract shall be brought to the proper courts in the City of Makati, Philippines.</p>	
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Conforme:

Name & Signature of the
Authorized Representative

Name of Company

Date

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

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

Technical Documents

- (f) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid (Annex A); **and**
- (g) 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 (Annex B); **and**
- (h) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
or
Original copy of Notarized Bid Securing Declaration (Annex C); **and**
- (i) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (j) Original duly signed Omnibus Sworn Statement (OSS) (Annex D); **and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- (k) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
- (l) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);
or
A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

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

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

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

25 FINANCIAL COMPONENT ENVELOPE

- (a) Original of duly signed and accomplished Financial Bid Form (Annex E); **and**
- (b) Original of duly signed and accomplished Price Schedule(s) (Annex F).

Statement of Ongoing Contract/s

This is to certify that _____ (Name of Company) _____ has the following ongoing contract/s:

Name of Contract	Date of Contract	Contract Duration	Owner's Name and Address	Kind of Goods	Amount of contract and value of outstanding contracts	Date of Delivery	End user's acceptance or official receipt(s) or sales invoice issued for the contract, if completed, which shall be attached to the statements (if applicable)

 Name of Company/Bidder

 Signature over printed Name of
 Authorized Representative

 Date

Statement of Single Largest Contract

This is to certify that _____ (Name of Company) _____ has the following completed contract/s for the period CY _____.

Name of Contract	Date of Contract	Contract Duration	Owner's Name and Address	Kind of Goods	Amount of completed contracts, adjusted by the Bidder to current prices using PSA's consumer price index, if necessary for the purpose of meeting the SLCC requirement	Date of Delivery	End user's acceptance or official receipt(s) or sales invoice issued for the contract, if completed, which shall be attached to the statements

 Name of Company/Bidder

 Signature over printed Name of
 Authorized Representative

 Date

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]

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

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

AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and

8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:

- a. Carefully examining all of the Bidding Documents;
- b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
- c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
- d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.

9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

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

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

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

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

BID FORM

Date : _____
Project Identification No. : _____

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

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

If our Bid is accepted, we undertake:

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

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

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

Name and address of agent	Amount	Purpose of Commission or gratuity
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(if none, state "None")]

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

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

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

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

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

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

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

For Goods Offered from Abroad

Name of Bidder _____ Project ID No. _____ Page ___ of ___

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

Name: _____

Legal Capacity: _____

Signature: _____

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

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

For Goods Offered from Within the Philippines

Name of Bidder _____ Project ID No. _____ Page ___ of ___

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

Name: _____

Legal Capacity: _____

Signature: _____

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

Contract Agreement Form for the Procurement of Goods (Revised)

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]

