

BIDS AND AWARDS COMMITTEE
SECTION I - INVITATION TO BID

**ONE (1) –YEAR CONTRACT FOR THE MONTHLY PREVENTIVE MAINTENANCE
SERVICE OF X-RAY MACHINES AND WALK-THROUGH METAL DETECTORS**

The Philippine International Convention Center (PICC), through its Approved Budget for CY 2019, intends to apply the sum of **ONE MILLION FOUR HUNDRED NINETY-ONE THOUSAND NINE HUNDRED EIGHTY-FOUR PESOS (P1,491,984.00)**, being the Approved Budget for the Contract (ABC) of the aforesaid requirement.

The PICC now invites bids for the procurement of the abovementioned requirement. Contract duration shall be for one (1) year. Bidders should have completed, within the last five (5) years from the date of submission and receipt of bids, a contract similar to the project, whose value must be at least fifty percent (50%) of the ABC. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II – Instruction to Bidders. Bids received in excess of the ABC shall be automatically rejected at bid opening.

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 (RIRR) of Republic Act (RA) 9184, otherwise known as the “Government Procurement Reform Act”. Bidding is open to all interested bidders, subject to the conditions for eligibility as provided in the RIRR of RA 9184. Interested bidders may obtain further information from the PICC-BAC and inspect the Bidding Documents at the address given below during office hours.

A complete set of Bid Documents may be acquired by interested Bidders from March 8, 2019 to 10:00 a.m. of April 3, 2019, at the address stated below and upon payment in cash of a non-refundable fee, pursuant to the latest guidelines issued by the GPPB, in the amount of TWO THOUSAND PESOS (P2,000.00). It may also be downloaded, free of charge, from the website of the Philippine Government Electronic Procurement System (Phil-GEPS) and the PICC website, <https://www.picc.gov.ph>, provided that participating Bidders shall pay the applicable fee for the Bidding Documents.

The PICC-BAC will hold a Pre-Bid Conference on **March 22, 2019 at 10:00 a.m.**, at the PICC BAC Conference Room, Ground Floor, Delegation Building. Bids must be duly received by the BAC Secretariat, at the address specified below, on or before **10:00 a.m. of April 3, 2019**. Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 18.

Bid opening shall be conducted on **April 3, 2019, at 10:00 a.m.** at the PICC-BAC Conference Room, Ground Floor, Delegation Building, PICC. Bids will be opened in the presence of the bidders’ representatives who choose to attend. Late bids shall not be accepted.

In case the Pre-bid Conference, the deadline for the submission of Bid Documents and the opening of bids fall on a non-working day, legal holiday or special non-working holiday, the activity involved shall be moved to 2:00 p.m. of the next working day.

The PICC reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to its award, in accordance with Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.

For further information, please refer to:
BIDS AND AWARDS COMMITTEE (BAC)
PHILIPPINE INTERNATIONAL CONVENTION CENTER
PICC Complex, Pasay City 1307
7894758, 7894759, and 7894760
Telefax No. 7894761



MELPIN A. GONZAGA
Chairman

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
1.1	The Procuring Entity is PHILIPPINE INTERNATIONAL CONVENTION CENTER (PICC)
1.2	The lot(s) and reference is/are: ONE (1) –YEAR CONTRACT FOR THE MONTHLY PREVENTIVE MAINTENANCE SERVICE OF X-RAY MACHINES AND WALK-THROUGH METAL DETECTORS
2	The Funding Source is: PICC APPROVED BUDGET FOR CY 2018
5	Eligible Bidders Must be in the business of supply and/or installation of Baggage X-ray machine and walk through metal detector for not less than five (5) years from the date of the bidding.
5.4	The Bidder must have completed, within the last five (5) years a single contract, that is similar to this project the amount of which shall be at least fifty percent (50%) of the ABC. For this purpose, similar contract shall refer to preventive and maintenance service of Baggage X-ray machine and walk through metal detector
7	No further instructions.
8.1	Subcontracting is not allowed.
8.2	Not applicable.
8.1	Sub-contracting is not allowed
9.1	The PICC will hold a pre-bid conference on March 22, 2019 at 10:00 a.m.
10.1	The PICC'S address is: Philippine International Convention Center PICC Complex, 1307 Roxas Boulevard BAC Secretariat Tel. No. 7894759; Telefax: 7894761 picc-bac@picc.gov.ph
12.1(a)	No further instructions.
12.1(a)(ii)	The bidder's SLCC similar to the contract to be bid should have been completed within the last five (5) years prior to the deadline for submission and receipt of bids. The SLCC shall be supported with certified photocopy of its Contract and Certificate of Completion and Acceptance or Official Receipt /Sales Invoice issued for the contract.

13.1	No additional requirements.
13.1(b)	No further instructions.
13.1(c)	No additional requirements.
13.2	The ABC is ONE MILLION FOUR HUNDRED NINETY-ONE THOUSAND NINE HUNDRED EIGHTY-FOUR PESOS (P1,491,984.00) . Any bid with a financial component exceeding this amount shall not be accepted.
15.4(a)(iv)	No incidental services are required.
15.4(b)	No incidental services are required.
16.1(b)	Bid Currencies The bid prices shall be quoted in Philippine Pesos.
16.3	Payment shall be made in Philippine Pesos.
17.1	Bid Validity Period Bids will be valid for one hundred twenty (120) calendar days from the date of opening of bids.
18.1	The bid security shall be; <ul style="list-style-type: none"> • Notarized Bid Securing Declaration; or • Cash or Cashier's/Manager's check (confirmed by universal or commercial bank), in an amount equivalent to 2% of the ABC; or • Bank draft/guarantee issued by a Universal or Commercial Bank in the amount of 2% of the ABC; or • Surety Bond, callable upon demand and issued by a surety or insurance company in the amount of not less than 5% of the ABC, with attached certification issued by the Office of the Insurance Commission that said insurance company is authorized to issue such security.
18.2	The bid security shall be valid for one hundred twenty (120) calendar days from the date of opening of bids.
20.3	Each Bidder shall submit One (1) original copy and two (2) duplicate copies of the Eligibility documents and the Financial Bid Proposal signed by the bidder and/or the authorized representative. (See Annex "F")
21	The address for submission of bids is: <p style="text-align: center;">PICC-Bids and Awards Committee (BAC) Secretariat Ground Floor, Delegation Building PICC Complex, 1307 Pasay City</p> <p>The deadline for submission of bids is April 3, 2019 at 10:00 a.m.</p>
24.1	The place of bid opening is: <p style="text-align: center;">BAC CONFERENCE ROOM Ground Floor, Delegation Building PICC Complex, Pasay City 1307</p> <p>The date and time of bid opening is <i>April 3, 2019</i> at 10:00 a.m.</p>

24.2	No further instructions.
24.3	No further instructions.
27.1	No further instructions.
28.3(a)	Partial bids are not allowed.
28.4	No further instructions.
29.2	<p>Post-Qualification</p> <p>Within a non-extendible period of five (5) calendar days from receipt by the bidder of the notice from the BAC that it submitted the LCB, the Bidder shall submit the following documentary requirements:</p> <ul style="list-style-type: none"> a. Certified photocopy of the CY 2017 Income and Business Tax Returns filed and paid through the BIR Electronic Filing and Payment System (eFPS); b. Sections III and V of the bid documents, signed on each and every page by the bidder's authorized representative; c. Company Profile with Organizational Chart and sketch of office location; and d. Certificate of Satisfactory Completion & Acceptance of previous PICC projects undertaken within the last three (3) years, if any. <p>Failure of the bidder declared as lowest calculated bid to submit the above requirements or a finding against the veracity of such shall be ground for forfeiture of the bid security and disqualification of the bidder for award.</p>
32.4	No additional requirements

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Section V. Special Conditions of Contract

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GCC Clause	
1.1(g)	The Procuring Entity is <i>The</i> Philippine International Convention Center (PICC)
1.1(j)	The Supplier is <i>[to be inserted at the time of contract award]</i> .
1.1(j)	The Funding Source is: PICC APPROVED BUDGET FOR CY 2019
1.1(k)	The Project Site is <i>PICC Complex, 1307 Pasay City</i>
5.1	The PICC's address for Notices is: PICC-Bids and Awards Committee PICC Complex, 1307 Pasay City
6.2	Implementation of the project shall be made by the Contractor in accordance with the terms specified in Section VI – Schedule of Requirements. For purposes of this Clause the Authorized Representative of PICC is Engr. Percival M. Salonga, Asst. Director EECS – TSD.
10.4	Payment shall be made in Philippine Pesos.
11.3	<p>PAYMENTS</p> <p>For and in consideration of the above services, PICC shall pay the Contractor the actual contract amount within the approved budget of One Hundred Twenty-Four Thousand Three Hundred Thirty-Two Pesos (Php124,332.00), inclusive of VAT, per month, or within a total of One Million Four Hundred Ninety-One Thousand Nine Hundred Eighty-Four Pesos (Php1,491,984.00) for one (1) year period. Subject to the usual government auditing and accounting rules and regulations, payment shall be made on a monthly basis and payable within three (3) weeks after submission of the billing and submission of the required report to Technical Services Department's (TSD) Electrical, Electronics and Communication Services Division of PICC.</p> <p style="text-align: center;">Should the PICC fails to make payment within the prescribed time, the Contractor shall have the right to suspend any services until and unless payments on due service fee have been received by the Contractor.</p> <p style="text-align: center;">The Contractor agrees that there shall be no price increase with the contract amount for the duration of this Contract.</p>



13	<p>Performance Security</p> <p>Within ten (10) calendar days from receipt of the Notice of Award, but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any of the following forms:</p> <table border="1" data-bbox="438 448 1353 936"> <thead> <tr> <th data-bbox="438 448 874 539">Form of Performance Security</th> <th data-bbox="874 448 1353 539">Amount of Performance Security (Equal to Percentage of the Total Contract Price)</th> </tr> </thead> <tbody> <tr> <td data-bbox="438 539 874 638">Cash or Cashier's/Manager's Check issued by a Universal or Commercial Bank.</td> <td data-bbox="874 539 1353 638">Five percent (5%)</td> </tr> <tr> <td data-bbox="438 638 874 736">Bank draft/guarantee issued by a Universal or Commercial Bank</td> <td data-bbox="874 638 1353 736">Five percent (5%)</td> </tr> <tr> <td data-bbox="438 736 874 936">Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</td> <td data-bbox="874 736 1353 936">Thirty percent (30%)</td> </tr> </tbody> </table>	Form of Performance Security	Amount of Performance Security (Equal to Percentage of the Total Contract Price)	Cash or Cashier's/Manager's Check issued by a Universal or Commercial Bank.	Five percent (5%)	Bank draft/guarantee issued by a Universal or Commercial Bank	Five percent (5%)	Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Thirty percent (30%)
Form of Performance Security	Amount of Performance Security (Equal to Percentage of the Total Contract Price)								
Cash or Cashier's/Manager's Check issued by a Universal or Commercial Bank.	Five percent (5%)								
Bank draft/guarantee issued by a Universal or Commercial Bank	Five percent (5%)								
Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Thirty percent (30%)								
17.4	The period of correction of defects is seven (7) calendar days from the date the contractor is notified in writing.								
19	<p>Liquidated Damages</p> <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. 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 PICC shall rescind the contract, without prejudice to other courses of action and remedies open to it.</p>								

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Section VI. Schedule of Requirements

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Item No.	Description	Contract Duration
1	ONE (1) YEAR CONTRACT FOR THE MONTHLY PREVENTIVE MAINTENANCE SERVICE OF X-RAY MACHINES AND WALK-THROUGH METAL DETECTORS	Contract duration shall be for a period of one (1) year. The start date shall be stated in the Notice to Proceed.

I hereby commit to comply and deliver all the above requirements in accordance with the above stated schedule.

Name of Company / Bidder

Signature over printed Name of Authorized Representative

Position

Date

Section VII. Technical Specifications

Section VII. Technical Specifications

Item No.	Article /Description	COMPLIANCE
1	<p style="text-align: center;">ANNUAL CONTRACT FOR THE MONTHLY PREVENTIVE MAINTENANCE SERVICES OF BAGGAGE X-RAY MACHINES AND WALK THROUGH METAL DETECTORS</p> <p>I. SPECIFIC WORKS:</p> <p>Supply of labor, technical expertise, tools and materials for the monthly preventive maintenance services of nine (9) units baggage x-ray machines and eight (8) units walk through metal detector for a period of one year to include, but not limited to, the following:</p> <p>A. MONTHLY SPECIFIC ACTIVITIES:</p> <ol style="list-style-type: none"> 1. Perform monthly preventive maintenance services on the nine (9) units baggage x-ray machines and eight (8) units walk through metal detectors located at the Delegation Building, Secretariat Building and Forum. Listed below the equipment to be service: <ul style="list-style-type: none"> 1 unit Autoclear X-ray Machine, AC100100B-DV 3 units Autoclear X-ray Machine AC6040-DV 1 units L3 X-ray Machine, PX10.10 MV, dual view 4 units L3 X-ray Machine, ACX 6.4 MV, dual view 8 units CEIA walk through metal detector 10 units Uninterruptible Power Supply, 10kVA and 6KVA capacity 2. Clean all machine/equipment and its accessories such as rollers, conveyor, belt curtain, monitor, keyboard, tunnel and generator section. 3. Check the main controller, including the program if working normally. Reinstall program if necessary in order to put back the operation to normal. 4. Measure the power supply for x-ray generator and CPU and perform calibration if needed. 5. Check, clean and test the display monitor, conveyor system, tunnel and lead curtain, generator section, transducer antenna and EU controller. Ensure that equipment are in normal operating condition. 6. Check wirings and connections of the system. Retighten and/or replace connectors if necessary. 7. Perform calibration, alignment and normalization of diode graph and/or diode board assembly. Clean for possible corrosion and moisture build up. 	



8. Check electrical connections and power supply.

B. CONDITIONS

1. The Contractor shall perform the above-mentioned detailed maintenance services on Security equipment described above on a monthly basis for a period of one (1) year.
2. The Contractor shall maintain a Service and Maintenance Record Book to contain all details and description of works done and should be countersigned by the PICC representatives after each visit. The same shall be submitted to the Assistant Director, Electrical Electronics and Communication Services Division for safekeeping and monitoring purposes.
3. The Contractor shall perform Emergency Service Maintenance (Corrective Maintenance) and immediate repair of any malfunctioning of the system/devices outside the preventive maintenance visit. Service response shall be within four (4) hours after the report during regular days and first hour of the next working day if the report was done during weekends or holidays.
4. The Contractor shall submit proposal/quotation for itemized defective parts founds for replacement before any replacement shall be made. The Owner at its option may or may not purchase the said parts from the Contractor.
5. The Contractor shall closely coordinate with the PICC Electrical, Electronics and Communication Services Division or his representative any maintenance activities to be undertaken.
6. The Contractor shall undertake regular maintenance service during the regular working hours within regular working days in accordance with government existing regulations. Any overtime service necessary to maintain quality maintenance service shall be free of charge or for the account of the contractor.
7. The Contractor shall provide miscellaneous materials such as rags for cleaning, lubrication oil, contact cleaner and other miscellaneous materials necessary for proper maintenance.
8. The Contractor shall provide PICC a detailed report of each inspection and or check-up of each unit listed above. The report shall indicate the status, conditions of equipment and recommendation on maintenance and repair work.

9. Any equipment troubles/defects due to misuse and/or improper operation/service, repair and part replacement conducted by PICC and its personnel shall not be blamed on, or charged to, the Contractor. In addition, the Contractor shall not be held liable for damages due to power supply interruption, and for delay or for damage cause by force majeure, including general strikes, lock-outs, war, civil commotion, earthquakes, floods and other natural calamities, shortage of materials and/or workmen due to governmental acts and other similar causes beyond the control of Contractor.
10. The Contractor shall be allow to start and stop the operation of the equipment during testing in order to perform the required maintenance services.
11. The Contractor shall hold the PICC and its personnel free and harmless from any suit or liability whatsoever arising from any demand by its personnel in connection with the performance of their duties under this Contract.
12. The Contractor shall undertake full responsibility and liability for any damage or loss of property, which may occur in the PICC premises arising from the negligence and/or action of any of its personnel.
13. The Contractor agrees that non-performance of any of the specific works, and non-compliance to all the conditions specified herein are considered breach of contract.
14. No part of the services to be provided under this Contract may be sub-contracted and no obligation or duty arising therefrom may be transferred or assigned without the prior approval of, and upon terms acceptable to, PICC.
15. The Contractor hereby warrants that its assigned personnel and/or representative shall comply with, and submit themselves to, the rules and regulations of the PICC on security, sanitation and safety.
16. It is agreed that in the event a breach of contract is committed by the Contractor, PICC may terminate this Contract and the Contractor shall be barred from dealing business with the PICC.

Statement of Compliance

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.

Section VIII. Bidding Forms

Section VIII. Bidding Forms

Bid Form

Date: _____

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

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to **ONE (1) YEAR CONTRACT FOR THE MONTHLY PREVENTIVE MAINTENANCE SERVICE OF X-RAY MACHINES AND WALK-THROUGH METAL DETECTORS** in conformity with the said Bidding Documents for the sum/s as follows:

TOTAL CONTRACT RATE: INCLUSIVE OF VALUE ADDED TAX (VAT)

_____ PESOS (P _____)
(Amount in Words) (Amount in figures)

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in **BDS** provision for **ITB** Clause 17.1 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

We certify/confirm that we comply with the eligibility requirements as per **ITB** Clause 5 of the Bidding Documents.

We likewise certify/confirm that the undersigned, *[for sole proprietorships, insert: as the owner and sole proprietor or authorized representative of Name of Bidder, has the full power and authority to participate, submit the bid, and to sign and execute the ensuing contract, on the latter's behalf for the One (1) – Year Contract for the Monthly Preventive Maintenance Service of X-ray Machines and Walk-through Metal Detectors of the Philippine International Convention Center [for partnerships, corporations, cooperatives, or joint ventures, insert: is granted full power and authority by the Name of Bidder, to participate, submit the bid, and to sign and execute the ensuing contract on the latter's behalf for One (1) – Year Contract for the Monthly Preventive Maintenance Service of X-ray Machines and Walk-through Metal Detectors of the Philippine International Convention Center.*

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

Dated this _____ day of _____ 2019.

[signature]

[in the capacity of]



**PHILIPPINE INTERNATIONAL CONVENTION CENTER
BIDS AND AWARDS COMMITTEE**

CHECKLIST OF REQUIREMENTS

Bidders shall submit their bids through their duly authorized representative using the forms specified in the Bidding Documents in **two (2) separate sealed bid envelopes**, and which shall be submitted simultaneously. The first envelope shall contain the technical component of the bid including the eligibility requirements and the second shall contain the financial component of the bid.

I. FIRST ENVELOPE: ELIGIBILITY AND TECHNICAL COMPONENTS:

A. ELIGIBILITY DOCUMENTS:

1. Certified photocopy of the valid and current PhilGEPS Certificate of Registration – Platinum Membership. The certificate shall be submitted together with Annex "A".

If any of the documents mentioned in Annex "A" is not current, the new document should be submitted.

2. Statement of all on-going 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"**);
3. Statement of the Single Largest Completed Contract (SLCC) similar to the contract to be bid, entered into within the last five (5) years from the date of submission and opening of bids, and whose value is at least fifty percent (50%) of the ABC. (**ANNEX "B"**) Attach to such statement the following:
 - a. Certified photocopy of the SLCC; and
 - b. Certificate of Acceptance or Official Receipt or Sales Invoice
4. Net Financial Contracting Capacity (NFCC): (**ANNEX "C"**)

Computation of NFCC must be at least equal to the ABC to be bid, calculated as follows;

NFCC = [(Current assets 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.

or a committed Line of Credit from Universal or Commercial Bank, in lieu of its NFCC Computation. The committed Line of Credit must be at least equal to ten percent (10%) of the ABC to be bid.

B. TECHNICAL COMPONENT:

1. Bid Security:
 - Notarized Bid Securing Declaration (**ANNEX "D"**); or
 - Cash or Manager's Check / Cashier's check issued by a Universal or Commercial Bank in the amount of not less than 2% of the ABC; or
 - Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank in the amount of not less than 2% of the ABC; or
 - Surety Bond, callable upon demand, issued by a private insurance company with attached Certification issued by the Office of the Insurance Commission that said insurance company is authorized to issue such surety, in the amount of not less than 5% of the ABC.
2. Sections VI – Schedule of requirements and VII- Technical Specifications of the Bidding Documents, fully accomplished;
3. Notarized Omnibus Sworn Statement (**ANNEX "E"**) with attached;
 - a. For Corporations, the duly notarized Secretary's Certificate; or
 - b. For Sole Proprietorship, the notarized Special Power of Attorney.

II. SECOND ENVELOPE: FINANCIAL COMPONENT OF THE BID (BID PROPOSAL FORMS)

1. Financial Bid Form (Section VIII of the Bidding Documents);
-

SINGLE LARGEST COMPLETED CONTRACT
WHICH IS SIMILAR TO THE CONTRACT TO BE BID

Business Name:

Business Address:

Name of Contract	a. Owner' Name b. Address c. Telephone Nos.	Nature of Item/Service	a. Amount of Award b. Amount at Completion c. Duration	a. Date Awarded b. Contract Effectivity c. Date Completed
<p>Note: This statement shall be supported with:</p> <ol style="list-style-type: none"> 1. Contract 2. Certificate of Completion and Acceptance or Official Receipt/s or Sales Invoice issued for the contract <p>Note: <i>The Single Largest Completed Contract shall be completed within the last five (5) years from the date of submission and receipt of bids that is similar to the contract to be bid, the amount of which shall be at least fifty percent (50%) of the ABC.</i></p> <p>Submitted by: _____ (Printed Name & Signature)</p> <p>Designation: _____</p> <p>Date: _____</p>				

ANNEX "C"

Name of the Procuring Entity

Project Reference Number
Name of the Project
Location of the Project

Standard Form Number: SF-GOOD-14
Revised on: May 24, 2004

FINANCIAL DOCUMENTS FOR ELIGIBILITY CHECK

A. Summary of the Applicant Supplier's/Distributor's/Manufacturer's assets and liabilities on the basis of the attached Income Tax Return and Audited Financial Statement, stamped "RECEIVED" by the Bureau of Internal Revenue or 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)	
7.	Value of all outstanding or uncompleted portions of the project under ongoing contracts, including awarded contracts yet to be started coinciding with contract to be bid.	

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

NFCC = [(Current assets minus current liabilities) (15)] minus value of all outstanding or uncompleted portions of the project under ongoing contracts, including awarded contracts yet to be started coinciding with contract to be bid.

NFCC = P _____

The values of the bidder's current assets and current liabilities shall be based on the data submitted to the BIR.

or

A committed Line of Credit, in an amount to at least ten percent (10%) of the ABC, issued by a Universal of Commercial Bank.

Submitted by:

Name of Supplier / Distributor / Manufacturer

Signature of Authorized Representative

Date: _____

Note:

1. If Partnership or Joint Venture, each Partner or Member Firm of Joint Venture shall submit the above requirements.

BID SECURING DECLARATION FORM

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

x-----x

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

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

I/We¹, the undersigned, declare that:

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

¹ Select one and delete the other. Adopt the same instruction for similar terms throughout the document.

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

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

[Insert NAME OF BIDDER'S AUTHORIZED
REPRESENTATIVE]
[Insert Signatory's Legal Capacity]
Affiant

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 _____

Omnibus Sworn Statement

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

AFFIDAVIT

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

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

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

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

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

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

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

3. *[Name of Bidder]* is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;
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 _____