

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

PROCUREMENT OF OFFICIAL SIGNAGE CONTRACTOR FOR IFEX PHILIPPINES 2023

Government of the Republic of the
Philippines

**Sixth Edition
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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

INVITATION TO BID FOR THE PROCUREMENT OF OFFICIAL SIGNAGE CONTRACTOR FOR IFEX PHILIPPINES 2023

1. The **Center for International Trade Expositions and Missions (CITEM)**, through the IFEX 2023 Budget for 2023 intends to apply the sum of **One Million Two Hundred Thousand Pesos (PHP1,200,000.00)** for the **Hiring of Official Signage Contractor for IFEX Philippines 2023 Edition** being the ABC to payments under the contract for each lot/item. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **Center for International Trade Expositions and Missions (CITEM)** now invites bids for the above Procurement Project. Delivery of the Goods is required **Fifteen (15) to Thirty (30) days upon receipt of Notice to Proceed**. Bidders should have completed, within **five (5) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.


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 **CITEM Bids and Awards Committee Secretariat** and inspect the Bidding Documents at the address given below during *Monday to Friday, 8:00AM - 5:00PM*.
5. A complete set of Bidding Documents may be acquired by interested Bidders on *16 March 2023* from the given address and website(s) below upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of *One Thousand Pesos (Php 1,000.00)*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees *through electronic means*. *Payment shall be made thru CITEM Bank Account below, a copy of bank deposit slip should be emailed to the BAC Secretariat:*

- o Bank : Landbank of the Philippines
- o Account Name : CITEM
- o Account Number : 1772 1038 63
- o Bank Address : LBP Century Park (Harrison Plaza) Branch
- o Swift Code : TLBPPHMM

6. The **Center for International Trade Expositions and Missions (CITEM)** will hold a Pre-Bid Conference on *04 April 2023, 02:00PM via Zoom* which shall be open to prospective bidders. Please set your Zoom name into this format: Name Surname_Company Name. Below is the access the conference:

 <https://zoom.us/j/8549547139>

 854 954 7139

7. Bids must be duly received by the BAC Secretariat through **manual submission** at the office address indicated below on or before *20 April 2023, 02:00PM*. **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 *20 April 2023, 2:00PM via Zoom*. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity. Please set your Zoom name into this format: Name Surname_Company Name. Below is the access the conference:
 <https://zoom.us/j/8549547139>
 854 954 7139
10. Bidders may access the prescribed forms and sample formats in this link: <https://bit.ly/3YJ3lzz>
11. The **Center for International Trade Expositions and Missions (CITEM)** 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:

CITEM-BAC Secretariat

Center for International Trade Expositions and Missions
Golden Shell Pavilion
Roxas Blvd. Cor. Sen. Gil Puyat Ave., Pasay City
Tel no. +63(2) 8-831-2201 loc. 294/309
Email: citembac@citem.com.ph
Website: www.citem.com.ph

13. You may visit the following websites:

For downloading of Bidding Documents: <https://citem.gov.ph/procurement/invitation-to-bid>

16 March 2023



ATTY. ANNA GRACE I. MARPURI
Chairman, CITEM-Bids and Awards Committee

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **Center for International Trade Expositions and Missions (CITEM)** wishes to receive Bids for the **Official Signage Contractor for IFEX Philippines 2023** with identification number **CITEM-2023-0035**.

The Procurement Project (referred to herein as "Project") is composed of *Fourteen (14) Lots for Signage Contractor for IFEX 2023* the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for **2023 Budget** in the amount of **One Million Two Hundred Thousand Pesos (PHP1,200,000.00)**.

2.2. The source of funding is GOCC and GFIs, the Corporate Operating Budget.

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 limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least One (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

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 Procuring Entity has prescribed that Subcontracting is not allowed.***
- 7.2. The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.
- 7.3. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time *via Zoom* as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within **Five (5) years** prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

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

- a. For Goods offered from within the Procuring Entity's country:
- i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in **BDS**.
- b. For Goods offered from abroad:
- i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in **BDS**.

13. Bid and Payment Currencies

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

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until **120 calendar days upon opening of bids**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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.

¹ In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated “*passed*,” using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:

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

20. Post-Qualification

- 20.1. 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

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. <i>Official Signage Contractor.</i> b. completed within 5 years prior to the deadline for the submission and receipt of bids.
10	<p>Statement of the Bidder's SLCC similar to the contract to be bid shall contain the following:</p> <ul style="list-style-type: none"> i. Name of the completed contract with contract date, period and amount, which should correspond to the required percentage of the ABC to be bid. The value is adjusted to the current prices using the Philippine Statistics Authority consumer price indices, when necessary; ii. The relevant period or delivery date when the said SLCC was completed; iii. End user's acceptance or official receipt(s) or sales invoice issued for the contract, and; Definition or description of the similar project or major categories of work. <p>Statement of the Bidder of all its ongoing government and private contracts, including contracts awarded but not yet started shall contain the following:</p> <ul style="list-style-type: none"> i. Names of outstanding contracts with other contracting party, i.e., Procuring Entity or private company allowed by the rules, contract date, period and amount or value; and ii. Kinds of Goods and dates of delivery.
7.1	Subcontracting not allowed.
12	The price of the Goods shall be quoted Delivery Duty Paid (DDP) <i>at CITEM, Golden Shell Pavilion, Roxas Boulevard, Pasay City and/or WTCMM, 2/F WTCMM Building, Pasay Extension corner, 1300 Sen. Gil J. Puyat Ave, Pasay, Metro Manila</i>
14.1	<p><i>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</i></p> <p>Lot 1 – TARPAULIN PRINT 227sqm</p> <ul style="list-style-type: none"> a. <i>The amount of not less than Five Hundred Pesos (Php 500.00), if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</i> b. <i>The amount of not less than One Thousand Two Hundred Fifty Pesos (Php1,250) if bid security is in Surety Bond.</i>

Lot 2 – PRINTABLE STICKER ON FOAMBOARD/SINTRABOARD 50sqm

a. The amount of not less than Seven Hundred Pesos (Php 700.00), if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or

b. The amount of not less than One Thousand Seven Hundred Fifty Pesos (Php1,750.00) if bid security is in Surety Bond.

Lot 3 – INSTALLATION / DISMANTLING / 2 WAY HAULING OF EXISTING SIGNAGES 1 lot

a. The amount of not less than Six Hundred Pesos (Php 600.00), if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or

b. The amount of not less than One Thousand Five Hundred Pesos (Php1,500.00) if bid security is in Surety Bond.

Lot 4 - TARPAULIN WITH WOOD STIFFENERS 293sqm

a. The amount of not less than Two Thousand Four Hundred Pesos (Php2,400.00), if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or

b. The amount of not less than Six Thousand Pesos (Php 6,000.00) if bid security is in Surety Bond.

Lot 5 - TARPAULIN WITH METAL STIFFENERS 122sqm

a. The amount of not less than One Thousand Pesos (Php 1,000.00), if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or

b. The amount of not less than Two Thousand Five Hundred Pesos (Php2,500.00) if bid security is in Surety Bond.

Lot 6 - PERFORATED TARPAULIN WITH STIFFENERS 190sqm

a. The amount of not less than One Thousand Five Hundred Pesos (Php1,500.00), if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or

b. The amount of not less than Three Thousand Seven Hundred Fifty Pesos (Php 3,750.00) if bid security is in Surety Bond.

Lot 7 - TARPAULIN WITH FRONT FRAMING 77.5sqm

a. The amount of not less than One Thousand Eight Hundred Pesos (Php1,800.00), if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or

b. The amount of not less than Four Thousand Five Hundred Pesos (Php4,500.00) if bid security is in Surety Bond.

Lot 8 - TARPAULIN INSTALLED ON SYSTEMS 428.6sqm

a. The amount of not less than One Thousand Eight Hundred Pesos (Php1,800.00), if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or

b. The amount of not less than Four Thousand Five Hundred Pesos (Php4,500.00) if bid security is in Surety Bond.

Lot 9 - TARPAULIN WITH PULL UP BANNER SYSTEMS 8.5sqm

a. The amount of not less than Two Hundred Pesos (Php 200.00), if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or

b. The amount of not less than Five Hundred Pesos (Php 500.00) if bid security is in Surety Bond.

Lot 10 - PERFORATED GLASS STICKERS 95sqm

a. The amount of not less than One Thousand Nine Hundred Pesos (Php1,900.00), if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or

b. The amount of not less than Four Thousand Seven Hundred Fifty Pesos (Php 4,750.00) if bid security is in Surety Bond.

Lot 11 - DIGITAL/VINYL STICKER CUT-OUTS 47sqm

a. The amount of not less than One Thousand Four Hundred Pesos (Php1,400.00), if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or

b. The amount of not less than Three Thousand Five Hundred Pesos (Php3,500.00) if bid security is in Surety Bond.

Lot 12 - PRINTABLE STICKER ON FOAMBOARD/SINTRABOARD 86sqm

a. The amount of not less than One Thousand Two Hundred Pesos (Php1,200.00), if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or

b. The amount of not less than Three Thousand Pesos (Php 3,000.00) if bid security is in Surety Bond.

	<p>Lot 13 - WOOD FRAMING STRUCTURES 471 linear meters</p> <p><i>a. The amount of not less than Six Thousand Six Hundred Pesos Pesos (Php6,600.00), if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</i></p> <p><i>b. The amount of not less than Sixteen Thousand Five Hundred Pesos (Php16,500.00) if bid security is in Surety Bond.</i></p> <p>Lot 14 - METAL FRAMING STRUCTURES 200 linear meters</p> <p><i>a. The amount of not less than Two Thousand Four Hundred Pesos (Php2,400.00), if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</i></p> <p><i>b. The amount of not less than Six Thousand Pesos (Php 6,000.00) if bid security is in Surety Bond.</i></p>
19.3	<p>Different suppliers may be awarded for the fourteen (14) lots.</p> <p>Lot 1 – TARPAULIN PRINT 227sqm <i>ABC – Php 25,000.00</i></p> <p>Lot 2 – PRINTABLE STICKER ON FOAMBOARD/SINTRABOARD 50sqm <i>ABC – Php 35,000.00</i></p> <p>Lot 3 – INSTALLATION / DISMANTLING / 2 WAY HAULING OF EXISTING SIGNAGES 1 lot <i>ABC – Php 30,000.00</i></p> <p>Lot 4 - TARPAULIN WITH WOOD STIFFENERS 293sqm <i>ABC – Php 120,000.00</i></p> <p>Lot 5 - TARPAULIN WITH METAL STIFFENERS 122sqm <i>ABC – Php 50,000.00</i></p> <p>Lot 6 - PERFORATED TARPAULIN WITH STIFFENERS 190sqm <i>ABC – Php 75,000.00</i></p> <p>Lot 7 - TARPAULIN WITH FRONT FRAMING 77.5sqm <i>ABC – Php 90,000.00</i></p> <p>Lot 8 - TARPAULIN INSTALLED ON SYSTEMS 428.6sqm <i>ABC – Php 90,000.00</i></p> <p>Lot 9 - TARPAULIN WITH PULL UP BANNER SYSTEMS 8.5sqm <i>ABC – Php 10,000.00</i></p> <p>Lot 10 - PERFORATED GLASS STICKERS 95sqm <i>ABC – Php 95,000.00</i></p> <p>Lot 11 - DIGITAL/VINYL STICKER CUT-OUTS 47sqm <i>ABC – Php 70,000.00</i></p> <p>Lot 12 - PRINTABLE STICKER ON FOAMBOARD/SINTRABOARD 86sqm <i>ABC – Php 60,000.00</i></p> <p>Lot 13 - WOOD FRAMING STRUCTURES 471 linear meters <i>ABC – Php 330,000.00</i></p> <p>Lot 14 - METAL FRAMING STRUCTURES 200 linear meters <i>ABC – Php 120,000.00</i></p>
20.1	No additional requirement
21.1	Supplier must submit Price List of Incidental Services (<i>ANNEX A</i>) and shall only be awarded to qualified bidders.

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

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.

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

GCC Clause	
1	<p>OTHER PERTINENT CONDITIONS</p> <p>1. The performance of the winning party shall be subject to review and evaluation. If it receives a rating below satisfactory, based on CITEM-EDD and Project Secretariat ratings, or is deemed unfit or incapable of handling the project, CITEM may either opt to undertake the project on its own or conduct another bidding. CITEM's decision on the performance of the winning contractor shall be considered final and binding.</p> <p>2. In case CITEM terminates the contract of the Official Contractor based on unsatisfactory performance, the said Contractor may be banned from participating in any CITEM's projects for the succeeding year/s, the actual length of it will be based on CITEM's specified timeframe.</p> <p>3. The selected Official Contractor may request cancellation of the contract in case of force majeure such as natural calamities and other circumstances like bankruptcy, which may prevent it from performing the services contracted for. However, CITEM reserves the right to assess and evaluate the validity of reason for the termination of the contract.</p> <p>4. There shall be no employer-employee relationship between CITEM and the Contractor, Contractor's personnel, and Supervisors.</p> <p>5. All payments due to the Contractor shall be subject to deduction of the withholding tax and, if applicable, the Value-Added Tax (VAT).</p> <p>6. All other stipulations mentioned in the Minutes of the Meeting with the bidders and/or CITEM-BAC and written communications from CITEM shall constitute as part of these bidding guidelines.</p> <p>7. CITEM-BAC reserves the right to reject any or all bids, waive any formality required therein, and recommend the award that is most advantageous to CITEM as the government procuring entity.</p> <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>The delivery terms applicable to the Contract are DDP delivered at CITEM, Golden Shell Pavilion, Roxas Boulevard, Pasay City and WTCMM, 2/F WTCMM Building, Pasay Extension corner, 1300 Sen. Gil J. Puyat Ave, Pasay, Metro Manila in accordance with INCOTERMS.</p>

	<p>The delivery terms applicable to this Contract are delivered at CITEM, Golden Shell Pavilion, Roxas Boulevard, Pasay City and WTCMM, 2/F WTCMM Building, Pasay Extension corner, 1300 Sen. Gil J. Puyat Ave, Pasay, Metro Manila. 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 Mr. Norman Bagulbagul, OIC-DM, Communications and Creative Services Department.</p>
	<p>Incidental Services</p>
	<p>The Supplier is required to provide all of the following services, including additional incidental services (<i>ANNEX A</i>), if any, specified in Section VI. Schedule of Requirements.</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>Incidental services shall be awarded only to qualified bidders.</p> <p>Incidental services shall base on lowest rate per item as indicated in the submitted ANNEX A.</p>
	<p>Transportation</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>The Contractor must dismantle the items/structure and haul the same to CITEM-designated warehouse/s with care to avoid damages. Damages incurred or caused by the Contractor shall be repaired/replaced at the Contractor’s expense.</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>2.2</p>	<p>The total amount to be paid by CITEM shall be based on the following conditions:</p> <p>Payment shall be made to the contractor only after the event based on actual orders made and approved by the Exhibition Design Division and/or Department Manager of the Communications and Creative Services Department.</p>

	CITEM shall issue corresponding Job Order (J.O.) to the Contractor for the actual and specific requirement based on awarded rates.
4	The inspections and tests that will be conducted are Quantity and Quality Testing.

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.

	PROJECT COMPONENTS	SCHEDULE OF TURNOVER TO CITEM and WTCMM
a.	TARPAULIN PRINT	May 02, 2023, to 3 rd day of Ingress May 25, 2023
b.	PRINTABLE STICKER ON FOAMBOARD/SINTRABOARD	May 02, 2023, to 3 rd day of Ingress May 25, 2023
c.	INSTALLATION / DISMANTLING / 2 WAY HAULING OF EXISTING SIGNAGES	May 02, 2023, to 3 rd day of Ingress May 25, 2023
d.	TARPAULIN WITH WOOD STIFFENERS	May 02, 2023, to 3 rd day of Ingress May 25, 2023
e.	TARPAULIN WITH METAL STIFFENERS	May 02, 2023, to 3 rd day of Ingress May 25, 2023
f.	PERFORATED TARPAULIN WITH STIFFENERS	May 02, 2023, to 3 rd day of Ingress May 25, 2023
g.	TARPAULIN WITH FRONT FRAMING	May 02, 2023, to 3 rd day of Ingress May 25, 2023
h.	TARPAULIN INSTALLED ON SYSTEMS	First day of Ingress May 23, 2023, to 3 rd day of Ingress May 25, 2023
i.	TARPAULIN WITH PULL UP BANNER SYSTEMS	May 02, 2023, to 3 rd day of Ingress May 25, 2023
j.	PERFORATED GLASS STICKERS	May 02, 2023, to 3 rd day of Ingress May 25, 2023
k.	DIGITAL/VINYL STICKER CUT-OUTS	May 02, 2023, to 3 rd day of Ingress May 25, 2023
l.	PRINTABLE STICKER ON FOAMBOARD/SINTRABOARD	May 02, 2023, to 3 rd day of Ingress May 25, 2023
m.	WOOD FRAMING STRUCTURES	May 02, 2023, to 3 rd day of Ingress May 25, 2023
n.	METAL FRAMING STRUCTURES	May 02, 2023, to 3 rd day of Ingress May 25, 2023
o.	INCIDENTAL SERVICES (ANNEX A)	May 02, 2023, to 3 rd day of Ingress May 25, 2023

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

Name of Company/Bidder
 Date

(Signature Over Printed Name)
Bidder/Authorized Representative

Section VII. Technical Specifications

[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder’s statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]

Item no	Specification	Statement of Compliance
	Basic Conditions	
1	The Contractor shall take charge of the production and handling, as well as the installation and dismantling of all signage/graphics requirements of CITEM projects for the specific requirements.	
2	Bid price in FINANCIAL BID FORM must be on per lot basis for all categories unless otherwise indicated.	
3	The Official Contractor must provide a Price List of Incidental Services (ANNEX A) for the whole duration of the event and must be on a per square meter or linear meter basis and must be of same rating with submitted financial bid form. Incidental services shall be awarded only to qualified bidders. Incidental services shall base on lowest rate per item as indicated in the submitted ANNEX A .	
4	CITEM shall issue corresponding Job Order (J.O.) to the Contractor for the actual and specific requirement based on awarded rates.	
5	The company with the lowest bid price per lot shall be considered the winning bidder for such category.	
6	CITEM shall provide the design and specifications for all items. Contractor shall, if required, provide sample print/s and shall seek approval of the same prior to actual printing.	
7	The Contractor shall coordinate directly with CITEM’s Exhibition Design Division (EDD) in confirming all signage/graphics requirements, as well as in seeking approval for samples to be submitted.	
8	The Contractor shall provide labor and materials including scaffolding for the installation, dismantling and 2-way hauling of all signage/graphic requirements of CITEM including but not limited to materials such as frames, poles, and other fixtures whenever applicable.	
9	The Contractor shall deploy a minimum of 15 technically competent workers during ingress and egress periods, which should be knowledgeable of all services offered by the contractor and should be able to adequately answer all	

	questions raised by CITEM personnel in relation to their deliverables signage/graphic requirements.	
10	The Contractor shall undertake to do simultaneous installations related to item No. 7. The supervisors will be responsible for on-site supervision to effect liaison with CITEM and its designated representative/s.	
11	The Contractor shall undertake to perform the work wholly by itself without assigning or sub-contracting any part of it to a third party.	
12	The Contractor shall provide maintenance service or after-sales service as a guarantee of good work for the whole duration of the Project, and shall assign personnel who shall be on call whenever their services will be required.	
13	The Contractor shall be liable for damages of any parts of the facility and venue, or the exhibition venue caused by faulty installation. It shall perform its obligation under this agreement in accordance with best accepted professional standards. It shall exercise responsible skill, care and diligence in the discharge of the duties agreed to be performed.	
14	The Contractor must dismantle the items/structure and haul the same to CITEM-designated warehouse/s with care to avoid damages. Damages incurred or caused by the Contractor shall be repaired/replaced at the Contractor's expense.	
15	In the event that the Contractor cannot supply the request, CITEM reserves the right to source said request from other suppliers/printers provided such supplier/printers had undergone through the procurement process.	
16	The Contractor must coordinate directly with the personnel in-charge for the use of the equipment and facilities of the exhibition venue.	
	Delivery: May 02, 2023	

I hereby certify that the statement of compliance to the foregoing Technical Specifications are true and correct, otherwise, if found to be false either during bid evaluation or post-qualification, the same shall result to automatic disqualification of our bid.

CERTIFIED CORRECT:

Name & Signature of Authorized Representative
Position

Section VIII. 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; **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; **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; **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);
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; **and**
- (b) Original of duly signed and accomplished Price Schedule with Annex A.

