

BIDDING DOCUMENTS

for the

**Engagement of Training Institution/Provider for the
Conduct of Online Trainings on ISO 9001:2015
Quality Management System (QMS) for CY 2022**

(Negotiated Procurement: Two-Failed Biddings)

Department of Labor and Employment

Reference No. DOLE EP-IB-TFB No. 2022-02

CHECKLIST OF ELIGIBILITY AND TECHNICAL DOCUMENTS
FOR SUBMISSION

BIDDERS SHALL SUBMIT TWO (2) SETS (ORIGINAL & PHOTOCOPY) OF ENVELOPE NO. 1

ENVELOPE NO. 1 – ELIGIBILITY AND TECHNICAL REQUIREMENTS ENVELOPE

The following documents shall be submitted by the bidder to determine its technical, legal and financial capability:

REQUIRE DOCUMENTS	CONTENTS OF DOCUMENTS	REMARKS
I. ELIGIBILITY DOCUMENTS		
Class “A” Documents		
<p>1. PhilGEPS Membership:</p> <ul style="list-style-type: none"> ▪ Current PhilGEPS Certificate of Registration-Platinum Membership (must be submitted before award); or/and ▪ In case of a non-holder of Platinum Membership, updated copies of the following documents: <ul style="list-style-type: none"> a. Registration certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives, or any proof of such registration; b. Current Mayor’s Permit/Business Permit issued by the city or municipality where the principal place of business of the prospective bidder is located; c. Tax Clearance Certificate per Executive Order No. 398, Series of 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR); and d. Audited Financial Statements, stamped “received” by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions, for the preceding calendar year, which should not be earlier than two (2) years from bid submission; 		
II. TECHNICAL DOCUMENTS		

2. Statement of Single Largest Completed Contract, which is similar in nature, within five (5) years from the date of submission and receipt of bids supported by the End-User's Acceptance or Official Receipt or Sales Invoice		
3. Statement of all on-going government and private contracts, including contracts awarded but not yet started.		
4. NFCC computation in accordance with ITB Clause 5.5 or a committed Line of Credit from a universal or commercial bank.		
5. Latest Income and Business Tax Returns		
6. If applicable, Joint Venture Agreement in case the joint venture is already in existence or duly notarized statements from all the potential joint venture partners		
<p>7. The bid security shall be limited to a Bid Securing Declaration or any of the following forms and amounts:</p> <p>a. The amount of not less than Php85,320.00 [2% of ABC], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank; or</p> <p>b. The amount of not less than Php213,300.00 [5% of ABC], if bid security is in Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security. The Certificate shall be specific to the project.</p> <p>The bid security shall be payable to Department of Labor and Employment.</p>		
8. Schedule of Requirements		
9. Compliance with Technical Specifications		
<p>10. Omnibus Sworn Statement of the bidder containing the following:</p> <p>a. Authority of the Designated Representative;</p> <p>b. Non-inclusion in the Blacklist;</p> <p>c. Authenticity of the Submitted Documents;</p> <p>d. Authority to Validate Submitted Documents;</p> <p>e. Disclosure of No Relationship;</p> <p>f. Compliance with Labor Laws and Regulations;</p>		

<p>g. Bidder's Responsibilities; and h. Compliance with GPPB Resolution No, 22-2013 in relation to " No Gift Policy"</p>		
<p>11. Proof of Appointment of Bidder's Authorized Representative/s</p> <ul style="list-style-type: none"> ▪ NOTARIZED Certificate issued by the Corporate Secretary (for Corporation/Cooperative/Joint Venture) or issued by the Managing Partner or President (for Partnership) attesting the appointment of the bidder's representative/s; or ▪ NOTARIZED Special Power of Attorney, for Sole Proprietorship; or ▪ Certification issued by the dealer authorizing the sales agent to submit bid and sign the Bid Form. 		

ENVELOPE NO. 2 – FINANCIAL REQUIREMENTS ENVELOPE

1. Duly accomplished BID FORM

SECTION I. INSTRUCTIONS TO BIDDERS

A. General

1. Scope of Bid

The Department of Labor and Employment wishes to receive bids for the project **“Engagement of Training Institution/Provider for the Conduct of Online Trainings on ISO 9001:2015 Quality Management System (QMS) for CY 2022”** as described in Section III. Technical Specifications.

Lot No.	Qty.	Item/Description	Approved Budget for the Contract	Delivery Period
1	lot	Engagement of Training Institution/Provider for the Conduct of Online Trainings on ISO 9001:2015 Quality Management System (QMS) for CY 2022 • Please see attached Terms of Reference	Php 452,000.00	One (1) month upon receipt of Notice to Proceed

2. Source of Funds

The Funding Source is through 2022 General Appropriations Act (GAA).

3. Eligible Bidders

The following persons shall be eligible to participate in this bidding:

- i. Duly licensed Filipino citizens/sole proprietorships;
- ii. Partnerships duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines;
- iii. Corporations duly organized under the laws of the Philippines, and of which at least sixty percent (60%) of the outstanding capital stock belongs to citizens of the Philippines;
- iv. Cooperatives duly organized under the laws of the Philippines, and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines; and
- v. Persons/entities forming themselves into a JV, *i.e.*, a group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, that Filipino ownership or interest of the joint venture concerned shall be at least sixty percent (60%).

For purposes of determination of technically, legally and financially capable suppliers for this particular negotiated procurement, the hereunder suppliers shall be deemed qualified:

- a. all bidders who participated in the two earlier failed biddings *provided* that they have been declared eligible by the DOLE BAC;
- b. previous DOLE suppliers for the same project *provided* that they have not incurred delay or rejection/s on their previous contract/s and have won the previous contract/s through public competitive bidding within the last two (2) years; and
- c. New bidders *provided* that will comply with the same eligibility and technical requirements prescribed under the most recent failed bidding.

The documentary requirements for each category of qualified bidder are enumerated in Item B (1) hereof.

4. Bidder's Responsibilities

The Bidder or its duly authorized representative shall submit a sworn statement in the form prescribed in Section IV. Bid and Sample Forms as required in B.1(x) hereof.

The Bidder is responsible for the following:

- i. Having taken steps to carefully examine all of the Bidding Documents;
- ii. Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;
- iii. Having made an estimate of the facilities available and needed for the contract to be bid, if any; and
- iv. Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin(s) as provided, if there is any.
- v. Ensuring that it is not "blacklisted" or barred from bidding by the GOP or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;
- vi. Ensuring that 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;
- vii. Authorizing the HOPE or its duly authorized representative/s to verify all the documents submitted;
- viii. Ensuring that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Bidder in the bidding, with the duly notarized Secretary's Certificate attesting to such fact, if the Bidder is a corporation, partnership, cooperative, or joint venture;

- ix. Complying with the disclosure provision under Section 47 of RA 9184 in relation to other provisions of RA 3019; and
- x. Failure to observe any of the above responsibilities shall be at the risk of the Bidder concerned.

B. Preparation of Bids

1. Eligibility, Technical and Financial Documents Comprising the Bid

A. Documents Comprising the Bid: Eligibility, Technical and Financial Components

- (i) PhilGEPS Certificate of Registration and Membership in accordance with Section 8.5.2 of the IRR. For procurement to be performed overseas, it shall be subject to the Guidelines to be issued by the GPPB.
- (ii) NFCC computation in accordance with Section 23.4.1.4 of the 2016 Revised IRR of RA 9184, or a committed Line of Credit from a universal or commercial bank.
- (iii) Bid security in accordance with Section 27 of the 2016 Revised IRR of RA 9184. If the Bidder opts to submit the bid security in the form of:
 - 1. a bank draft/guarantee or an irrevocable letter of credit issued by a foreign bank, it shall be accompanied by a confirmation from a Universal or Commercial Bank; or
 - 2. a surety bond, it shall be accompanied by a certification by the Insurance Commission that the surety or insurance company is authorized to issue such instruments;
- (iv) Sworn statement in accordance with Section 25.3 of the IRR of RA 9184 and using the form prescribed in Section IV- Bidding Forms.
- (v) Statement of all ongoing and **single largest similar completed** government and private contracts shall include all such contracts covering years **2017-2021** up to the deadline of submission of bids, including contracts awarded but not yet started, if any. The statement shall include, for each contract, the following:
 - 1. name of the contract;
 - 2. date of the contract;
 - 3. kinds of Goods;
 - 4. amount of contract and value of outstanding contracts;
 - 5. date of delivery;
 - 6. end user's acceptance or official receipt(s) issued for the contract, if completed; and
 - 7. contact person/s and contact numbers

Bidders shall submit separate statements for **(1) single largest similar completed contract/s and (2) on-going contracts and awarded but not yet started contracts.**

Proof of completion of the largest single contract in relation to item (i) hereof, which shall be copy of (a) Contract/s or Purchase Order/s; (b) corresponding Sales Invoice; and (c) Official Receipt.

The Bidder must have completed, within the period specified in ITB Clause B.1.A.1(a)(v), a single contract that is similar to this Project, and whose value, adjusted to current prices using the Philippine Statistics Authority (PSA) consumer price indices, must be at least **Fifty Percent (50%)** of the ABC.

For this purpose, similar contracts shall refer to the **Engagement of Training Institution/Provider for the Conduct of Online Trainings on ISO 9001:2015 Quality Management System (QMS) for CY 2022**

Attached as Annexes “C” and “C-1” in Section IV. Bid Forms are the standard forms for this requirement including the instructions and guidelines in the accomplishment of said forms.

(vi). The following Income Tax and Business Returns shall be required:

- a. Valid PhilGEPS Registration Certificate (Platinum Membership)
- b. Latest Income and Business Tax Returns
- c. Value Added Tax Returns (Forms 2550M and 2550Q) or Percentage Tax Returns (Form 2551M) covering the months of May to December 2019.

The income tax and business tax returns stated above should have been filed through the Electronic Filing and Payment System (EFPS).

- (vii) If applicable, the 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. Each partner of the joint venture shall submit the legal eligibility documents. The submission of technical and financial eligibility documents by any of the joint venture partner constitutes compliance.
- (viii) Conformity with delivery schedule as stated in Section II of this Bidding Documents;
- (ix) Conformity with technical specifications as stated in Section III of this Bidding Documents;

In the column “Bidder’s Compliance”, the bidder must state “comply” for each of the individual parameters of each specification corresponding to performance parameter of equipment offered. Statement of “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 or distributor’s un-amended sales literature, unconditional statements or specification and compliance issued by the manufacturer or distributor, samples, independent test data etc., as appropriate.

The indication of the word “comply” in the portion opposite the item which is the primary requirement shall mean that all items under the same are complied with.

Should there be discrepancy/ies found during post-qualification on the bidder’s representation of compliance and actual offer vis-à-vis the un-amended sales literature, unconditional statements or specification and compliance issued by the manufacturer or distributor, the same shall be enough basis for post-disqualification.

- (x). Financial Bid Form, which includes bid prices and the applicable Price Schedules

2. Format and Signing of Bids

- i. Bidders shall submit their bids through their duly authorized representative using the appropriate forms provided in Section IV. Bidding Forms on or before the deadline specified in C (1) hereof.
- ii. Each Bidder shall submit *one (1)* original and one (*1*) copy of the first and second components of its bid.

The duplicates i.e. copies 1 must include the same documents as that of the original set of documents.

In the event of a discrepancy between the original and the copy, the original shall prevail.

- iii. The bid, except for unamended printed literature, shall be signed, and each and every page thereof shall be initialed, by the duly authorized representative/s of the Bidder.
- iv. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder.
- v. The financial proposal must be sealed in a small envelope to be part of the submission.

3. Sealing and Marking of Bids

- i. Bidders shall enclose their original in one sealed envelope marked “ORIGINAL BID.”

- ii. Each copy shall be similarly sealed duly marking the inner envelopes as “COPY NO. 1” . These envelopes containing the original and the copy shall then be enclosed in one single envelope.
- iii. The original and the copy of the Bid shall be typed or written in indelible ink and shall be signed by the bidder or its duly authorized representative/s.
- iv. All envelopes shall be addressed to the DOLE BAC and shall bear or indicate:
 - 1. the name of the contract to be bid in capital letters;
 - 2. the name and address of the bidder in capital letters;
 - 3. the specific identification of this bidding process; and
 - 4. a warning “DO NOT OPEN BEFORE...” the date and time for the opening of bids.
- v. If bids are not sealed and marked as required, the DOLE BAC will assume no responsibility for the misplacement or premature opening of the bid.

4. Bid Validity

- i. Bids and bid securities shall be valid for a reasonable period as determined by the HoPE concerned, which shall be indicated in the Bidding Documents, but in no case shall the period exceed one hundred twenty (120) calendar days from the date of the opening of bids.
- ii. In exceptional circumstances, prior to the expiration of the bid validity period, the Procuring Entity may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. The bid security described in **ITB** Clause 5 should also be extended corresponding to the extension of the bid validity period at the least. A Bidder may refuse the request without forfeiting its bid security, but his bid shall no longer be considered for further evaluation and award. A Bidder granting the request shall not be required or permitted to modify its bid.

5. Bid Security

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

Form of Bid Security	Amount of Bid Security (Not Less than the Percentage of the ABC)
(a) Cash or cashier’s/manager’s check issued by a Universal or Commercial Bank. <i>For biddings conducted by LGUs, the Cashier’s/Manager’s Check may be issued by other banks certified by the BSP as</i>	Two percent (2%)

<i>authorized to issue such financial instrument.</i>	
<p>(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.</p> <p><i>For biddings conducted by LGUs, Bank Draft/Guarantee, or Irrevocable Letter of Credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	
<p>(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</p>	<p>Five percent (5%)</p>

The Bid Securing Declaration mentioned above is an undertaking which states, among others, that the Bidder shall enter into contract with the procuring entity and furnish the performance security required under ITB Clause F, within ten (10) calendar days from receipt of the Notice of Award, and commits to pay the corresponding amount as fine, and be suspended for a period of time from being qualified to participate in any government procurement activity in the event it violates any of the conditions stated therein as provided in the guidelines issued by the GPPB.

- ii. The bid security should be valid for one hundred twenty (120) calendar days from opening of bids. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- iii. No bid securities shall be returned to Bidders after the opening of bids and before contract signing, except to those that failed or declared as post-disqualified, upon submission of a written waiver of their right to file a request for reconsideration and/or protest, or upon the lapse of the reglementary period to file a request for reconsideration or protest. Without prejudice on its forfeiture, bid securities shall be returned only after the Bidder with the Lowest Calculated Responsive Bid (LCRB) has signed the contract and furnished the performance security, but in no case later than the expiration of the bid security validity period indicated in **ITB** Clause B.5.ii.
- iv. Upon signing and execution of the contract pursuant to **ITB** Clause E.2, and the posting of the performance security pursuant to **ITB** Clause F, the successful Bidder's bid security will be discharged, but in no case later than the bid security validity period as indicated in the **ITB** Clause B.5.ii.

v. The bid security may be forfeited:

(a) if a Bidder:

- (i) withdraws its bid during the period of bid validity specified in **ITB** Clause B.4;
- (ii) does not accept the correction of errors pursuant to **ITB** Clause D.2;
- (iii) has a finding against the veracity of any of the documents submitted as stated in **ITB** Clause D.3.iii;
- (iv) submission of eligibility requirements containing false information or falsified documents;
- (v) submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding;
- (vi) allowing the use of one's name, or using the name of another for purposes of public bidding;
- (vii) withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the LCRB;
- (viii) refusal or failure to post the required performance security within the prescribed time;
- (ix) refusal to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification;
- (x) any documented attempt by a Bidder to unduly influence the outcome of the bidding in his favor;
- (xi) failure of the potential joint venture partners to enter into the joint venture after the bid is declared successful; or
- (xii) all other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.

(b) if the successful Bidder:

- (i) fails to sign the contract in accordance with **ITB** Clause E.2; or
- (ii) fails to furnish performance security in accordance with **ITB** Clause F.

C. Submission and Opening of Eligibility, Technical and Financial Requirement

1. Deadline for Submission of Bids

The address for submission of eligibility, technical and financial components of the bid is:

Department of Labor and Employment (DOLE) Central Office
LGLC, 2nd Floor, Ople Hall, San Jose corner Cabildo Streets, Intramuros,
Manila

or

BAC Secretariat Office, 2nd Floor, DOLE Main Building, Muralla St.,
Intramuros, Manila.

The deadline for submission of the requirements is on **29 March 2022; 9:30 a.m.**

In case the deadline for submission of bids fall on a non-working day duly declared by the president, governor or mayor or other government official authorized to make such declaration, the deadline shall be the next working day.

2. Submission of Samples

No samples required.

3. Late Bids

Any bid submitted after the deadline for submission and receipt of bids as stated in C.1 hereof, shall be declared “**Late**” and shall not be accepted by the DOLE BAC.

4. Modification and Withdrawal of Bids

- i. The Bidder may modify its bid after it has been submitted; provided that the modification is received by the DOLE BAC prior to the deadline prescribed for submission and receipt of bids. The Bidder shall not be allowed to retrieve its original bid, but shall be allowed to submit another bid equally sealed, properly identified, linked to its original bid marked as “**BID MODIFICATION**” and stamped “**received**” by the DOLE BAC. Bid modifications received after the applicable deadline shall not be considered and shall be returned to the Bidder unopened.
- ii. A Bidder may, through a Letter of Withdrawal, withdraw its bid after it has been submitted, for valid and justifiable reason; provided that the Letter of Withdrawal is received by the DOLE BAC prior to the deadline prescribed for submission and receipt of bids.
- iii. Bids requested to be withdrawn shall be returned unopened to the Bidders. A Bidder may also express its intention not to participate in the bidding through a letter which should reach and be stamped by the DOLE BAC before the deadline for submission and receipt of bids. A Bidder that withdraws its bid shall not be permitted to submit another bid, directly or indirectly, for the same contract.
- iv. No bid may be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Financial Bid Form.

5. Opening and Preliminary Examination of Bids

- i. The DOLE BAC shall open the bid envelopes of Bidders in public to determine each Bidder's compliance with the documents prescribed in B (1) hereof. For this purpose, the DOLE BAC shall check the submitted documents of each bidder against a checklist of required documents to ascertain if they are all present, using a non-discretionary "pass/fail" criterion. If a bidder submits the required document, it shall be rated "passed" for that particular requirement. In this regard, bids that fail to include any requirement or are incomplete or patently insufficient shall be considered as "failed". Otherwise, the DOLE BAC shall rate the said first bid envelope as "passed".
- ii. During the opening of bids only the authorized representative shall be allowed to "assist" in the opening of bids. In case the authorized representative is not present, any employee or representative of the authorized representative may be allowed to "assist" in the opening of bids provided that a separate written authorization from the authorized representative shall be presented for the purpose. Provided further, that the authorized representative is duly authorized to issue such authority and the same is reflected in the Board Resolution and/or Secretary's Certificate.
- iii. Letters of withdrawal shall be read out and recorded during bid opening, and the envelope containing the corresponding withdrawn bid shall be returned to the Bidder unopened. If the withdrawing Bidder's representative is in attendance, the original bid and all copies thereof shall be returned to the representative during the bid opening. If the representative is not in attendance, the bid shall be returned unopened by registered mail. The Bidder may withdraw its bid prior to the deadline for the submission and receipt of bids, provided that the corresponding Letter of Withdrawal contains a valid authorization requesting for such withdrawal, subject to appropriate administrative sanctions.
- iv. A Bidder determined as "**failed**" has three (3) calendar days upon written notice or, if present at the time of bid opening, upon verbal notification, within which to file a request or motion for reconsideration with the DOLE BAC: Provided, however, that the motion for reconsideration shall not be granted if it is established that the finding of failure is due to the fault of the Bidder concerned: Provided, further, that the DOLE BAC shall decide on the request for reconsideration within seven (7) calendar days from receipt thereof. If a failed Bidder signifies his intent to file a motion for reconsideration, the DOLE BAC shall keep the bid envelopes of the said failed Bidder unopened and/or duly sealed until such time that the motion for reconsideration or protest has been resolved.
- v. The DOLE BAC shall prepare the minutes of the proceedings of the bid opening that shall include, as a minimum: (a) names of Bidders, their bid price, findings of preliminary examination; and (b) attendance sheet. The DOLE BAC members shall sign the abstract of bids as read.

D. Evaluation and Comparison of Bids

1. Clarification of Bids

To assist in the evaluation, comparison, and post-qualification of the bids, the DOLE BAC may ask in writing any Bidder for a clarification of its bid. All responses to requests for clarification shall be in writing. Any clarification submitted by a Bidder in respect to its bid and that is not in response to a request by the DOLE BAC shall not be considered.

2. Detailed Evaluation and Comparison of Bids

The DOLE BAC will undertake the detailed evaluation and comparison of bids which have passed the opening and preliminary examination of bids, in order to determine the Lowest Calculated Bid.

The Lowest Calculated Bid shall be determined in two steps:

- a. The detailed evaluation of the financial component of the bids, to establish the correct calculated prices of the bids; and
- b. The ranking of the total bid prices as so calculated from the lowest to the highest. The bid with the lowest price shall be identified as the Lowest Calculated Bid.

The DOLE BAC shall immediately conduct a detailed evaluation of all bids rated "passed," using non-discretionary pass/fail criteria. The DOLE BAC shall consider the following in the evaluation of bids:

1. Completeness of the bid. Bids not addressing or providing all of the required items in the Schedule of Requirements shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a "0" (zero) for the said item would mean that it is being offered for free to the DOLE BAC; and

2. Arithmetical corrections. Consider computational errors and omissions to enable proper comparison of all eligible bids. It may also consider bid modifications, if applicable. Any adjustment shall be calculated in monetary terms to determine the calculated prices.

Based on the detailed evaluation of bids, those that comply with the above-mentioned requirements shall be ranked in the ascending order of their total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, to identify the Lowest Calculated Bid. Total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, which exceed the ABC shall not be considered.

The DOLE BAC's evaluation of bids shall only be based on the bid price quoted in the Financial Bid Form.

Bids shall be evaluated on an equal footing to ensure fair competition. For this purpose, all bidders shall be required to include in their bids the cost of all taxes, such as, but not limited to, value added tax (VAT), income tax, local taxes, and other fiscal levies and duties which shall be itemized in the bid form and reflected in the detailed estimates. Such bids, including said taxes, shall be the basis for bid evaluation and comparison.

3. Post-Qualification

- i. The DOLE BAC shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the Lowest Calculated Bid (LCB) complies with and is responsive to all the requirements and conditions specified in A (3) and B (1).
- ii. For purposes of Post-qualification the following document(s) shall be required:
 - a. Valid PhilGEPS Registration Certificate (Platinum Membership);
 - b. Latest Income and Business Tax Returns;
 - c. Registration certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives, or any proof of such registration;
 - d. Mayor's Permit issued by the city or municipality where the principal place of business of the prospective bidder is located;
 - e. Tax Clearance Certificate per Executive Order No. 398, Series of 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR); and
 - f. Audited Financial Statements, stamped "received" by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions, for the preceding calendar year, which should not be earlier than two (2) years from bid submission;
- iii. 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**.
- iv. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted pursuant to B (1), as well as other information as the DOLE BAC deems necessary and appropriate, using a non-discretionary "pass/fail" criterion.
- v. If the DOLE BAC determines that the Bidder with the Lowest Calculated Bid passes all the criteria for post-qualification, it shall declare the said bid as the Lowest Calculated Responsive Bid, and recommend to the Head of the DOLE BAC the award of contract to the said Bidder at its submitted price or its calculated bid price, whichever is lower.
- vi. A negative determination shall result in rejection of the Bidder's Bid, in which event the DOLE BAC shall proceed to the next Lowest Calculated Bid to make a similar determination of that Bidder's capabilities to perform satisfactorily. If the second Bidder, however, fails the post qualification, the procedure for post qualification shall be repeated for the Bidder with the next Lowest Calculated

Bid, and so on until the Lowest Calculated Responsive Bid is determined for contract award.

- vii. Within a period not exceeding fifteen (15) calendar days from the determination by the BAC of the LCRB and the recommendation to award the contract, the HoPE or his duly authorized representative shall approve or disapprove the said recommendation.

4. Reservation Clause

- i. Notwithstanding the eligibility or post-qualification of a bidder, the DOLE BAC concerned reserves the right to review its qualifications at any stage of the procurement process if it has reasonable grounds to believe that a misrepresentation has been made by the said bidder, or that there has been a change in the Bidder's capability to undertake the project from the time it submitted its eligibility requirements. Should such review uncover any misrepresentation made in the eligibility and bidding requirements, statements or documents, or any changes in the situation of the Bidder which will affect its capability to undertake the project so that it fails the preset eligibility or bid evaluation criteria, the DOLE BAC shall consider the said Bidder as ineligible and shall disqualify it from submitting a bid or from obtaining an award or contract.
- ii. Based on the following grounds, the DOLE BAC reserves the right to reject any and all bids, declare a Failure of Bidding at any time prior to the contract award, or not to award the contract, without thereby incurring any liability, and make no assurance that a contract shall be entered into as a result of the bidding:
 - If there is *prima facie* evidence of collusion between appropriate public officers or employees of the DOLE BAC, or between the DOLE BAC and any of the bidders, or if the collusion is between or among the bidders themselves, or between a bidder and a third party, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition;
 - If the DOLE BAC is found to have failed in following the prescribed bidding procedures; or
 - For any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the GOP as follows:
 - i. If the physical and economic conditions have significantly changed so as to render the project no longer economically, financially or technically feasible as determined by the head of the DOLE BAC;
 - ii. If the project is no longer necessary as determined by the head of the DOLE BAC; and
 - iii. If the source of funds for the project has been withheld or reduced through no fault of the DOLE BAC.

In addition, the DOLE BAC may likewise declare a failure of bidding when:

- i. No bids are received;
- ii. All prospective bidders are declared ineligible;
- iii. All bids fail to comply with all the bid requirements or fail post-qualification; or
- iv. The bidder with the Lowest Calculated Responsive Bid (LCRB) refuses, without justifiable cause to accept the award of contract, and no award is made.

E. Award of Contract

1. Contract Award

The Procuring Entity shall award the contract to the Bidder whose bid has been determined to be the LCRB.

Prior to the expiration of the period of bid validity, the DOLE BAC shall notify the successful Bidder in writing that its bid has been accepted, through a Notice of Award received personally or sent by registered mail or electronically, receipt of which must be confirmed in writing within two (2) days by the Bidder with the LCRB and submitted personally or sent by registered mail or electronically to the DOLE BAC.

Notwithstanding the issuance of the Notice of Award, award of contract shall be subject to the following conditions:

- (a) Submission of **valid JVA, if applicable**, within ten (10) calendar days from receipt of the Notice of Award;
- (b) Posting of the performance security in accordance with **ITB** Clause F;
- (c) Signing of the contract as provided in **ITB** Clause E.2; and
- (d) Approval by higher authority, if required, as provided in Section 37.3 of the IRR of RA 9184.

At the time of contract award, the DOLE BAC shall not increase or decrease the quantity of goods originally specified in Section II. Schedule of Requirements.

2. Signing of the Contract

The Procuring Entity shall enter into contract with the successful Bidder within the same ten (10) calendar day period.

The following documents shall form part of the contract:

- i. Bidding Documents;
- ii. Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted;
- iii. Notice of Award of Contract; and
- iv. Other contract documents that may be required by existing laws and/or specified in the Instruction to Bidders

F. Performance Security

- i. To guarantee the faithful performance by the winning Bidder of its obligations under the contract, it shall post a performance security within a maximum period of ten (10) calendar days from the receipt of the Notice of Award from the Procuring Entity and in no case later than the signing of the contract.
- ii. The procuring entity shall prescribe at least two (2) acceptable forms of performance security taken from two (2) categories below that bidders may opt to use, denominated in Philippine Pesos and posted in favor of the Procuring Entity in an amount equal to the percentage of the total contract price in accordance with the following schedule:

Form of Performance Security	Amount of Performance Security (Not less than the Percentage of the Total Contract Price)
(e) Cash or cashier's/manager's check issued by a Universal or Commercial Bank. <i>For biddings conducted by the LGUs, the Cashier's/Manager's Check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i>	
(f) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank. <i>For biddings conducted by the LGUs, the Bank Draft/Guarantee or Irrevocable Letter of Credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i>	Five percent (5%)
(g) 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%)

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

G. Warranty Security

- i. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the technical specifications required by the Procuring Entity provides otherwise.
- ii. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- iii. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier within thirty calendar days. The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to at least ten percent (10%) of every progress payment, or a special bank guarantee equivalent to at least ten percent (10%) of the Contract Price. The said amounts shall only be released after the lapse of the warranty period of **ONE (1) YEAR** provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.
- iv. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, within the thirty calendar days and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Procuring Entity.
 - vi. If the Supplier, having been notified, fails to remedy the defect(s) within the period specified above, the Procuring Entity may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract and under the applicable law.

Note:

All other terms and conditions under DOLE-BAC not consistent with the provisions of this Request for Quotation shall be applicable for this negotiated procurement.

SECTION II. SCHEDULE OF REQUIREMENTS

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.

Description and Specifications	Qty.	Delivered, Weeks/Months
<p style="text-align: center;">Engagement of Training Institution/Provider for the Conduct of Online Trainings on ISO 9001:2015 Quality Management System (QMS) for CY 2022</p> <ul style="list-style-type: none"> • Please see attached Terms of Reference 	1 lot	One (1) month upon receipt of 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

Date

SECTION III. TECHNICAL SPECIFICATIONS

Technical Specifications

Name of Project: **Engagement of Training Institution/Provider for the Conduct of Online Trainings on ISO 9001:2015 Quality Management System (QMS) for CY 2022**

Approved Budget for the Contract: **Php 452,000.00**

AGENCY SPECIFICATIONS	BIDDER'S ACTUAL OFFER	STATEMENT OF COMPLIANCE
<p>Engagement of Training Institution/Provider for the Conduct of Online Trainings on ISO 9001:2015 Quality Management System (QMS) for CY 2022</p> <ul style="list-style-type: none"> • Please see attached Terms of Reference 		

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

Name of Company/Bidder

*Signature Over Printed
Name of Authorized Representative*

Date

SECTION IV. BID AND SAMPLE FORMS

TABLE OF CONTENTS

Bid Form	29
Omnibus Sworn Statement	33
Bid Securing Declaration Form	36
Statement of Single Largest Completed Contract Similar to the Contract to be Bid	38
Statement of Ongoing Contracts and Awarded But Not Yet Started Contracts	39
Annex D - Joint Venture Agreement.....	40
Annex E-Form of Performance Security (Bank Guarantee).....	46
Annex F - Suppliers Letter Head.....	47

Bid Form

Date: _____
Project Identification No.: _____

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

Gentlemen and/or Ladies:

Having examined the Bidding Documents 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 Bidding Documents 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 **PBDs** and it shall remain binding upon us and at any time before the expiration of that period.

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

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

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

_____	_____
_____	_____
_____	_____

(if none, state "None")]

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

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

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

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

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

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

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: _____

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 SECURING DECLARATION FORM

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

X-----X

BID SECURING DECLARATION
Project Identification No.: [Insert 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;
 - (c) I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

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

{Jurat}

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

ANNEX “C”

STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT SIMILAR TO THE CONTRACT TO BE BID

This is certify that _____ (Company) has the following completed contracts for the period CY 2017-2021

Date of the Contract	Contracting Party – (with contact no. and contact person)	Name of Project	Kinds of Good Sold	Amount of Contract	Date of Delivery/End-user’s Acceptance	Date of Official Receipt	Bidder is
							A) Manufacturer B) Supplier C) Distributor

*Name and Signature of
Authorized Representative*

Date

***Instructions:**

- a) Cut-off date as of:
 - (1) *Up to the deadline of* submission of bids
- b) **In the columns under “Dates”**, indicate the dates of Delivery/End-user’s Acceptance and Official Receipt
- c) **“Name of Contract”**. Indicate here the Natural/Scope of the Contract for the Procuring Entity to determine the relevance of the entry with the Procurement at hand.
Example: “Supply and Delivery of Generator Set”

Joint Venture Agreement

KNOW ALL MEN BY THESE PRESENTS:

This **JOINT VENTURE AGREEMENT** (hereinafter referred to as the “Agreement”), entered into this _____ day of _____ 20__ at _____ City, Philippines by and among:

_____. a domestic corporation duly organized, registered and existing under and by virtue of the laws of the Republic of the Philippines, with office address at _____, represented by its _____, _____, hereinafter referred to as “_____”;

- and -

_____. a domestic corporation duly organized, registered and existing under and by virtue of the laws of the Republic of the Philippines, with office address at _____, represented by its _____, _____, hereinafter referred to as “_____”;

- and -

_____ a foreign corporation organized and existing under and by virtue of the laws of _____, represented by its _____, _____, hereinafter referred to as “_____”;

(Henceforth collectively referred to as the “**Parties**”)

WITNESSETH: That

WHEREAS, the Department of Labor and Employment has recently published an Invitation to Apply for Eligibility and to Bid for the Supply and Delivery of _____ for the _____ ;

WHEREAS, the parties have agreed to pool their resources together to form the “_____ Joint Venture”, hereinafter referred to as the Joint Venture, under the laws of the Philippines, for the purpose of participating in the abovementioned procurement of DOLE;

NOW, THEREFORE, for and in consideration of the foregoing premises and the covenants hereto set forth, the Parties have agreed as follows:

**ARTICLE I
ORGANIZATION OF THE JOINT VENTURE**

SECTION 1. Formation – The Parties do hereby agree and bind themselves to establish, form and organize a Joint Venture pursuant to the laws of the Republic of the Philippines, in order for the JV to carry on the purposes and objectives for which it is created;

SECTION 2. Name – The name and style under which the JV shall be conducted is “_____”;

SECTION 3. Principal Place of Business – The JV shall maintain its principal place of business at _____ ;

SECTION 4. Preparation and Documentation – The Parties shall secure and/or execute such certifications, documents, deeds and instruments as may be required by the laws of the Republic of the Philippines for the realization of the JV and in compliance with the Project. Further, they shall do all other acts and things requisite for the continuation of the JV pursuant to applicable laws;

SECTION 5. The Joint Venture shall be represented by the _____ in all biddings, related procurement transactions and other official dealings that it shall enter into with the DOLE and third parties, such transactions to include, among others, the submission of eligibility documents, bids, registration documents obtaining bonds, performing the principal contract in the event that the contract is awarded in favor of the Joint Venture, receipt of payment for goods delivered, and similar and related activities.

SECTION 6. The period of the Joint Venture shall begin upon execution of this Agreement and shall continue until the complete performance of its contractual obligations to DOLE, as described in Article II hereof, or upon its termination for material breach of any term or condition of this Agreement, by service of a written statement in English on the other Party, not less than 90 days prior to the intended date termination.

**ARTICLE II
PURPOSE**

SECTION 1. The primary purpose of the Joint Venture is to participate in the public bidding to be conducted by the DOLE Bids and Awards Committee for the supply and delivery of _____ for the _____ .

SECTION 2. If the above-described contract/s is/are awarded to the Joint Venture, the Joint Venture shall undertake the performance thereof to DOLE, and such other incidental activities necessary for the completion of its contractual obligations.

**ARTICLE III
SOLIDARY LIABILITY OF THE PARTIES**

SECTION 1. In the performance of the contract/s that may be awarded to the Joint Venture by the DOLE, and all other related activities/obligations, as described in Article II hereof, the Parties bind themselves jointly and solidarily, in the concept of solidarily debtors, subject to the right of reimbursement, as provided in the relevant provisions of the Civil Code of the Philippines.

**ARTICLE IV
CONTRIBUTION AND OTHER ARRANGEMENTS**

SECTION 1. Contribution – The Parties shall contribute the amount of _____ (Php) to support the financial requirements of the Joint Venture, in the following proportion:

A.	-	P	.00
B.	-	<u>P</u>	<u>.00</u>
TOTAL		P	.00

Additional contributions to the Joint Venture shall be made as may be required for contract implementation. In addition, ____ shall contribute any labor and contract management requirements.

SECTION 2. Profit Sharing – The share of the Parties to the JV from any profit derived or obtained from the implementation and execution of the Project shall be distributed pro rata to each, in accordance with the contribution and resources each has provided to the JV;

SECTION 3. Liquidation and Distributions – Any sum remaining after deducting from the total of all moneys or benefits received for the performance of the contract, all costs incurred by the JV after award of the contract for the Project pursuant to the accounting practices established for the JV, shall be distributed in accordance with the relative balances in the accounts of each Party pursuant to Sec.1 of this Article upon completion, final accounting,

termination and liquidation of the JV. In the event of liquidation and termination of JV, and after taking into account the shares of the Parties in all income, gain, deductions, expenses, and losses, should the account of a Party contain a negative balance, such Party shall contribute cash to the JV sufficient to restore the said balance to zero;

SECTION 4. Sharing of Burden of a Net Loss – In case a net loss is incurred, additional contributions shall be made by the Parties in accordance with their respective shares.

ARTICLE V

MISCELLANEOUS PROVISIONS

SECTION 1. The provisions of the Instructions to Bidders, Supplemental Bid Bulletin, and other bidding documents issued by the PS-DBM in relation to the contract described in Article II hereof, shall be deemed incorporated in this Agreement and made an integral part thereof.

SECTION 2. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

SECTION 3. The Parties herein are duly represented by their authorized officers.

SECTION 4. Governing Law - This Agreement shall be governed by and construed according to the laws of the Republic of the Philippines. Venue of any court action arising from this Agreement shall be exclusively laid before the proper court of the _____, Philippines.

IN WITNESS WHEREOF, the parties have set their hands and affixed their signatures on the date and place first above-stated.

Signed in the Presence of:

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.
PROVINCE OF (in the case of Municipality)

BEFORE ME, a Notary Public for and in the City/Municipality of _____ (indicate also the Province in the case of Municipality), this _____ day of _____ (month & year) personally appeared the following:

Name	ID Name, Number and Validity Date
------	-----------------------------------

Known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledge to me that the same is their free and voluntary act and deed and that of the corporation(s) they represent.

This instrument refers to a Joint Venture Agreement consisting of _____ pages, including the page on which this Acknowledgement is written, and signed by the parties and their instrumental witnesses.

WITNESS MY HAND AND NOTARIAL SEAL on the place and on the date first above written.

(Notary Public)

Until	_____
PTR No.	_____
Date	_____
Place	_____
TIN	_____
IBP	_____

Doc. No. ;
Page No. ;
Book No. ;
Series of 20__.

Note:
The competent evidence of identity for Notary shall comply with Sec. 12 (a), Rule II of the 2004 Rules on Notarial Practice. “Sec. 12. Competent Evidence of Identity – The phrase “competent evidence of identity” refers to the identification of an individual based on at least one current identification document issued by an official agency bearing the photograph and signature of the individual, such as but not limited

to, passport, driver's license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter's ID, Barangay certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman's book, alien certificate of registration/immigrant certificate of registration, government office ID, certification from the National Council for the Welfare of Disabled Persons (NCWDP), Department of Social Welfare and Development (DSWD) certification;

Form of Performance Security (Bank Guarantee)

To: Department of Labor and Employment
DOLE Main Building
Intramuros, Manila

WHEREAS, _____ (*Name and Address of Supplier*) (hereinafter called "the Supplier") has undertaken, in pursuance of Purchase Order No. _____ dated _____ to execute (*Name of Contract and Brief Description*) (hereinafter called "the Contract");

AND WHEREAS, it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS, we have agreed to give the Supplier such a Bank Guarantee;

NOW THEREFORE, we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Supplier, up to a total of [*Amount of Guarantee*] proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [*Amount of Guarantee*] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between you and the Supplier shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the date of issue of the Defects of Liability Certificate.

SIGNATURE AND SEAL OF THE
GUARANTOR
NAME OF BANK
ADDRESS
DATE

SUPPLIER’S LETTERHEAD

Date

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

Dear Sir/Ma’am:

This has reference to Public/Negotiated Bidding No. _____ for _____ (Name of Project). _____ (Name of Company) _____ respectfully requests for the following:

- () Withdraw of Bid Submissions
- () Refund of Bid Security
(Attached is a photocopy of the Procurement Service Official Receipt)
- () Cancellation of Credit Line Certificate

It is understood that _____ waives its right to file any motion for reconsideration and/or protest in connection with the above-cited Public/Negotiated Bidding Project.

Thank you.

Very truly yours,

Authorized Signatory for the Company

