

**PHILIPPINE BIDDING DOCUMENTS**

**for the**

**Provision of  
DFPC Forklift  
Services**

**(WOD2022-01)**

**[Early Procurement Activity]**

**Duty Free Philippines Corporation**

**November 24, 2021**



## INVITATION TO BID FOR PROVISION OF DFPC FORKLIFT SERVICES (WOD2022-01) [Early Procurement Activity]

1. The **Duty Free Philippines Corporation (DFPC)**, through the **2022 Corporate Operating Budget** intends to apply the sum of **Two Million Five Hundred Seventy Thousand Four Hundred Pesos (PhP2,570,400.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for the Provision of DFPC Forklift Services. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. **DFPC** now invites bids for the above Procurement Project. Implementation of the contract shall be indicated in the Notice to Proceed. Bidders should have completed, **within three (3) years (2019-2021)** from the date of submission and receipt of bids, a contract similar to the Project, **providing forklift services and/or forklift rental**. 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. Bidders may obtain further information from BAC Secretariat at Purchasing Department and inspect the Bidding Documents at the address given below during office hours (9:00AM - 5:00PM), Mondays to Fridays.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **24 November 2021** from the given address and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Two Thousand Five Hundred Pesos (PhP2,500.00)**.
6. **DFPC** will hold a Pre-Bid Conference on **02 December 2021, 10:00AM** at the BAC Office located at the same address stated hereunder and/or through video conferencing or webcasting *via Microsoft Teams*, which shall be open to bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **15 December 2021, 10:00AM**. 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 **15 December 2021, 10:15AM** at the given address below and/or via **Microsoft Teams**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. Each Bidder shall submit one (1) original and three (3) copies of its Eligibility/Technical Component and Financial Component. Copy 3 of the Eligibility/Technical Component must be thru portable storage device (USB).
11. **DFPC** 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:  
  
BAC Secretariat  
Duty Free Philippines EHA Bldg,  
Fiesta Mall, Columbia Complex  
Ninoy Aquino Ave., Parañaque City  
(632) 8552-4343; (632) 8552-4337 / 16555 loc. 3039  
Fax No. (632) 8879 3664 / 8552-4345 / 8552 4399 loc. 834/833  
Email add.: bacsecretariat@dfp.com.ph
13. For downloading of Bidding Documents: <https://dutyfree.gov.ph/bidding>

*24 November 2021*

(Sgd.) **ENGR. JOEL R. PEREZ**  
BAC Chairperson



## II. INSTRUCTIONS TO BIDDERS (ITB)

### 1. Scope of Bid

The Procuring Entity, **DFPC** wishes to receive Bids for the **Provision of DFPC Forklift Services** with identification number **WOD2022-01**.

### 2. Funding Information

2.1. The GOP through the source of funding as indicated below for **2022** in the amount of **Two Million Five Hundred Seventy Thousand Four Hundred Pesos (PhP2,570,400.00)**

2.2. The source of funding is through its proposed Corporate Operating Budget (COB).

### 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. Not applicable.
- 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 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.

## 8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address and/or through videoconferencing/webcasting as indicated in paragraph 6 of the **IB**.

## 9. Clarification and Amendment of Bidding Documents

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

## 10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed **within three (3) years (2019-2021)** 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 e.
  - b. For Goods offered from abroad:
    - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination



in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.

- ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

### **13. Bid and Payment Currencies**

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

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

### **14. Bid Security**

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

14.2. The Bid and bid security shall be valid until **14 April 2022**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

### **15. Sealing and Marking of Bids**

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

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

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



## 16. Deadline for Submission of Bids

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

## 17. Opening and Preliminary Examination of Bids

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

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

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

## 18. Domestic Preference

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

## 19. Detailed Evaluation and Comparison of Bids

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

- 19.2. Not applicable.

- 19.3. The descriptions of the items shall be indicated in **Section VII (Technical Specifications)**. The ABC of these items is 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 ABC for the items participated in by the prospective Bidder.

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

- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA





No. 9184, which must be sufficient for the ABC for all of the 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 ABC of items participated in by the prospective Bidder.

## **20. Post-Qualification**

20.1. Not applicable.

20.2. 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**.

### III. BID DATA SHEET

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: <ol style="list-style-type: none"> <li>a. providing forklift services and/or forklift rental</li> <li>b. completed <b>within three years (2019-2021)</b> prior to the deadline for the submission and receipt of bids.</li> </ol>
7.1	Subcontracting is not allowed.
12	The Bid prices for Goods and services supplied from outside of the Philippines shall be quoted in Philippine Pesos.
14.1	The bid security shall be in the form of a <b>Bid Securing Declaration (See Appendix A, original)</b> , or any of the following forms and amounts: <ol style="list-style-type: none"> <li>a. The amount of not less than <b>two percent (2%) of the ABC</b> or <b>Fifty One Thousand Four Hundred Eight Pesos (PhP51,408.00)</b>, if bid security is in <u>Cash, Cashier's/Manager's Check</u> or <u>Irrevocable Letter of Credit</u></li> <li>OR</li> <li>b. The amount of not less than <b>five percent (5%) of the ABC</b> or <b>One Hundred Twenty Eight Thousand Five Hundred Twenty Pesos (PhP128,520.00)</b>, if bid security is in <u>Surety Bond</u> callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</li> </ol>
19.3	Not applicable
20.2	<ol style="list-style-type: none"> <li>1. <b>2020</b> Income Tax Return (form 1701/1702)</li> <li>2. Business Tax Return (forms 2550M/2551M and 2550Q/2551Q) for the last six (6) months (<b>May to October 2021</b>) prior to opening of Bids filed thru Electronic Filing and Payment System (EFPS). Only tax returns filed and taxes paid through the BIR Electronic Filing and Payment System (EFPS) shall be accepted.</li> <li>3. Updated General Information Sheet received by the SEC, for corporation.</li> <li>4. BIR Registration Certificate.</li> <li>5. Company Profile.</li> <li>6. Location map and photo of the office.</li> </ol>
21.2	Not Applicable.



## IV. GENERAL CONDITIONS OF THE 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 VII (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.



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

## **5. Warranty**

- 5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

## **6. Liability of the Supplier**

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

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



## V. SPECIAL CONDITIONS OF THE CONTRACT

GCC Clause	
1	<p><b><u>SERVICES RENDERED AND DOCUMENTS</u></b></p> <p>Delivery of Services shall be made by the SUPPLIER in accordance with the terms specified in Section VI, Schedule of Requirements.</p> <p>The SUPPLIER shall submit the following documents:</p> <ol style="list-style-type: none"> <li>1. Statement of Account (<i>at the end of each month</i>)</li> <li>2. Forklift Usage Form duly acknowledged by the PROCURING ENTITY's authorized representative. (<i>every 15<sup>th</sup> and end of the month</i>)</li> </ol> <p>For purposes of this clause the Procuring Entity's representative for the project is <b>Mr. Luisito M. Arienza</b>.</p> <p><b>UNDERTAKING OF THE SUPPLIER</b></p> <ol style="list-style-type: none"> <li>1. The SUPPLIER shall provide forklift units in good running condition on a daily basis including Sundays and Holidays.</li> <li>2. The SUPPLIER shall observe operating hours of 6:00AM to 9:00PM. Any work rendered beyond the specified time frame shall entitle the SUPPLIER to impose an additional charge based on the equivalent hourly rate of the unit.</li> <li>3. The SUPPLIER shall bear the cost for battery charging, distilled water for battery and the cost of repairs and maintenance of the units.</li> <li>4. In case of breakdown, the SUPPLIER shall provide an equivalent replacement within four (4) hours upon notice by the PROCURING ENTITY.</li> <li>5. In case of on-call, the PROCURING ENTITY will advise the SUPPLIER one (1) day before the scheduled utilization of the unit.</li> <li>6. The SUPPLIER shall comply with DFPC safety rules and regulations.</li> </ol> <p><b>LIABILITY OF SUPPLIER ON DAMAGES TO OR LOSS OF MERCHANDISE</b></p> <ol style="list-style-type: none"> <li>1. The SUPPLIER shall be responsible for any damage to merchandise or properties, harm or injury to person in DFPC's Fiestamall Main Warehouse, arising out of, including but not limited to, equipment breakdowns and/or negligence of the assigned Forklift Operators/SUPPLIER's representative, and which are not in any way attributable to the contributory fault or negligence of DFPC, its agents or employees, shall be for the sole account of the SUPPLIER.</li> <li>2. That monetary liability for damages and harm or injury as described above shall be computed and determined by the PROCURING ENTITY and communicated to the SUPPLIER. Such monetary liability shall be deducted from the receivables of the SUPPLIER.</li> </ol>



	<p><b>PENALTY AND CHARGES</b></p> <p>In case the SUPPLIER fails to provide a replacement unit within the specified time limit, an amount equivalent to <b>three times (3x)</b> the daily rate shall be deducted from the receivables of the SUPPLIER.</p>
2.2	<p>The terms of payment shall be upon submission of the required documents under GCC Clause 1 of this Section.</p>



## VI. SCHEDULE OF REQUIREMENTS

The Supplier shall provide the PROCURING ENTITY with Forklift Services specified in the Scope of Services below for a **period of one (1) year**:

Item Classification	Area of Assignment	Quantity		Schedule	
		Units	Operators	Days	Time
Electric Counter Balance (Good running condition)	Fiestamall Main Warehouse	2	2	Monday to Sunday	6:00AM to 9:00PM
Electric Counter Balance (On call)	Fiestamall Main Warehouse	1	1	Monday to Sunday	6:00AM to 9:00PM

### DELIVERY SCHEDULE

**For New Supplier/Provider**, one-time delivery of the required units shall be within fifteen (15) days from receipt of Notice to Proceed.

Name: \_\_\_\_\_

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign this Schedule of Requirements for and behalf of:

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



## 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.

MINIMUM QUALIFICATIONS/SPECIFICATIONS		STATEMENT OF COMPLIANCE
Electric Counter Balance Forklift (Good running condition)		
Capacity	<ul style="list-style-type: none"> <li>• 2500 kg</li> <li>• 500 mm load centre</li> </ul>	
Lifting Height	4300 mm	
Height Mast	2500 mm	
Power Source	48 volts Industrial Battery with charger	
Attachments	<ul style="list-style-type: none"> <li>• Side Shifter</li> <li>• Spare Batteries</li> <li>• Headlight</li> <li>• Beacon light</li> <li>• Horn</li> </ul>	
Steering	Power Steering	

Name: \_\_\_\_\_

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign this Technical Specifications for and behalf of:

\_\_\_\_\_

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





## VIII. CHECKLIST OF TECHNICAL AND FINANCIAL DOCUMENTS

The first envelope shall contain the following:

### I. TECHNICAL COMPONENT

*Class "A" Documents*

#### A. ELIGIBILITY DOCUMENTS

##### Legal Documents

1. PhilGEPS Registration Certificate (Platinum Membership) in accordance with Section 8.5.2 of the IRR together with the valid and updated documents indicated in "Annex A".
  - (a) 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**
  - (b) Mayor's or Business permit issued by the city or municipality where the principal place of business of the bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;  
**and**
  - (c) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

##### Technical Documents

2. a. List, if any, statement of the bidder's all 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;  
*(Please provide additional sheets, if necessary)*

CONTRACTS				CUSTOMER CONTACTS		
Contract Name	Kinds of Goods/ Services	Date of Contract & delivery (mm/dd/yy & mm/dd/yy)	Contract Amount	Company	Person	Number/s

- b. Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, **within three (3) years (2019-2021)** prior to the deadline for the submission and receipt of bids, **which shall refer to provision of forklift services and/or forklift rental**, 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.



Pursuant to 2016 Revised IRR 23.4.1.3 of RA 9184, the bidder must have completed an SLCC 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 equivalent to **One Million Two Hundred Eighty Five Thousand Two Hundred Pesos (PhP1,285,200.00)**

CONTRACTS				*CUSTOMER SATISFACTION (Let the customer sign the appropriate box)		CUSTOMER CONTACTS		
Contract Name	GOODS/ Services delivered	Date of Contract & delivery (mm/dd/yy & mm/dd/yy)	Contract Amount	Satisfied	Not Satisfied	Company	Person	Number/s

Provide “Certificate of Customer Satisfaction/ Acceptance /Completion” from the listed companies as proof.

**Financial Documents**

3. Duly signed computation of the bidder’s Net Financial Contracting Capacity (***Refer to Appendix C, original***) or If the bidder submits a committed Line of Credit, it must be at least equal to ten percent (10%) of the ABC to be bid: Provided, that if the same is issued by a foreign Universal or Commercial Bank, it shall be confirmed or authenticated by a local Universal or Commercial Bank.
4. The Supplier’s Audited Financial Statements (AFS), 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;

***Class “B” Documents***

5. 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.

Each partner of the joint venture shall submit their respective PhilGEPs Certificates of Registration in accordance with Section 8.5.2 of this IRR. The submission of technical and financial eligibility documents by any of the joint venture partners constitutes compliance: Provided, that the partner responsible to submit the NFCC shall likewise submit the Statement of all of its ongoing contracts and Audited Financial Statements.



## B. TECHNICAL DOCUMENTS

1. Bid Security as refer to BDS under ITB Clause 14.1. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission or Notarized Bid Securing Declaration (**Refer to Appendix A, original**);
2. Conformity with the specifications, as enumerated and specified in the following:
  - a. Schedule of Requirements (*Refer to Section VI of the Bidding Documents, original.*)
  - b. Technical Specifications. (*Refer to Section VII of the Bidding Documents, original.*)
3. Duly signed Omnibus Sworn Statement (OSS) (**Refer to Appendix B, original**); 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.
4. Other documentary requirements under RA No. 9184 (as applicable)
  - a. Certification from the relevant government office of their country stating that Filipinos are allowed to participate in their government activities for the same item or product. (*if applicable*)
  - b. Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity. (*If applicable*)

### **The second envelope shall contain the following:**

#### II. FINANCIAL COMPONENT

1. Duly signed and accomplished Financial Bid Form (**Refer to Appendix D, original**)
2. Duly signed and accomplished Price Schedule (**Refer to Appendix E, original**)

## CHECKLIST OF ADDITIONAL REQUIREMENTS

Within non-extendible period of five (5) calendar days from receipt by the bidder of the notice from the BAC that the bidder has the Lowest Calculated Bid, the bidder shall submit in **two (2) copies** (one copy must be thru portable storage device (USB) to the BAC of the following documents as part of the post-qualification requirements:

1. Latest income and business tax returns in the forms specified in the BDS under ITB Clause 20.2;
  - a. 2020 Income Tax Return (*form 1701/1702*)
  - b. Business Tax Return (*forms 2550M/2551M and 2550Q/2551Q*) for the last six (6) months (**May to October 2021**) prior to opening of Bids filed thru Electronic Filing and Payment System (EFPS).



Only tax returns filed and taxes paid through the BIR Electronic Filing and Payment System (EFPS) shall be accepted.

2. Updated General Information Sheet received by the SEC, for corporation.
3. BIR Registration Certificate.
4. Company Profile.
5. Location Map and Photo of the office.

*Failure to submit any of the post-qualification requirements on time shall disqualify the bidder for award. Should there be a finding against the veracity of any of the documents submitted, the Bid Security shall be forfeited in accordance with Section 69 of the 2016 IRR of RA 9184.*



## APPENDIX A

Page 1 of 2

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

### **BID SECURING DECLARATION** Project Identification No.: WOD2022-01

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To: **Duty Free Philippines Corporation**  
**Fiestamall, Columbia Complex,**  
**Ninoy Aquino Avenue, Parañaque City**

I/We, the undersigned, declare that:

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

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

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



**Appendix A**  
Page 2 of 2

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

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

**Jurat**

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

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

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_  
Notary Public for \_\_\_\_\_ until \_\_\_\_\_  
Roll of Attorneys No. \_\_\_\_\_  
MCLE Compliance No. \_\_\_\_\_  
PTR No. \_\_, *[date issued]*, *[place issued]*  
IBP No. \_\_, *[date issued]*, *[place issued]*

Doc. No. \_\_\_\_  
Page No. \_\_\_\_  
Book No. \_\_\_\_  
Series of \_\_\_\_.



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**OMNIBUS SWORN STATEMENT**

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

**AFFIDAVIT**

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

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

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

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

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

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

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

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



## APPENDIX B

Page 2 of 3

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**





**APPENDIX B**

Page 3 of 3

**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**

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

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

**NAME OF NOTARY PUBLIC**

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

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

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

MCLE Compliance No. \_\_\_\_\_

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

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

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**APPENDIX C**

**FINANCIAL DOCUMENTS FOR ELIGIBILITY CHECK**

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

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

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

The values of the domestic bidder’s current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR.

**NFCC = PhP** \_\_\_\_\_

Submitted by:

Name: \_\_\_\_\_

Legal capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

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



## APPENDIX D

### BID FORM

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Date: \_\_\_\_\_  
Project Identification No. : **WOD2022-01**

To: **Engr. Joel R. Perez**  
**Duty Free Philippines Corporation**  
**Fiestamall, Columbia Complex,**  
**Ninoy Aquino Avenue, Parañaque City**

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to perform the **PROVISION OF DFPC FORKLIFT SERVICES (WOD2022-01)** in conformity with the said PBDs for the sum of ***[total Bid amount in words and figures]*** or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

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

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: \_\_\_\_\_



**APPENDIX E**

**PRICE SCHEDULE**

Name of Bidder \_\_\_\_\_

Project ID No. **WOD2022-01**

Item No.	Description	Country of Origin	Monthly Rate per Unit	Applicable Taxes	Total Monthly price per item	Quantity	Total Price
1	Electric Counter Balance (Good running condition)	Fiestamall Main Warehouse				2	
2	Electric Counter Balance (On-call)	Fiestamall Main Warehouse				1	
<b>MONTHLY TOTAL</b>							
<b>GRAND TOTAL:</b>							

**Note:**

- For Applicable taxes, please refer to Section 32.2.2 of RA9184
- For purposes of computation, where applicable, all figures should be rounded off to a maximum of two (2) decimal places.

Name: \_\_\_\_\_

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

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



## APPENDIX F

### REQUEST FOR RECONSIDERATION

Date of Issuance

**Engr. Joel R. Perez**

Duty Free Philippines Corporation  
Fiestamall, Columbia Complex,  
Ninoy Aquino Avenue, Parañaque City

Dear Sir:

In relation to the results of the Bid Opening/Post-Qualification conducted for the bidding of the **PROVISION OF DFPC FORKLIFT SERVICES (WOD2022-01)** held on \_\_\_\_ *(date and time)* at \_\_\_\_ *(venue)* \_\_\_\_, we would like to request for reconsideration the decision of "Ineligibility" of our of our firm on the following grounds:

We are hoping for your consideration.

Very truly yours,

Name of the Representative of the Bidder

Position of the Representative

Name of the Bidder

Received by the BAC : \_\_\_\_\_

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



## APPENDIX G

### CONTRACT AGREEMENT

THIS AGREEMENT made the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between [name of **PROCURING ENTITY**] of the Philippines (hereinafter called "the Entity") of the one part and [name of **Supplier**] of [city and country of **Supplier**] (hereinafter called "the Supplier") of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly [brief description of goods and services] and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of [**contract price in words and figures in specified currency**] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:
  - i. Philippine Bidding Documents (PBDs);
    - i. Schedule of Requirements;
    - ii. Technical Specifications;
    - iii. General and Special Conditions of Contract; and
    - iv. Supplemental or Bid Bulletins, if any
  - ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;  
  
Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
  - iii. Performance Security;
  - iv. Notice of Award of Contract; and the Bidder's conforme thereto; and
  - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**



3. In consideration for the sum of ***[total contract price in words and figures]*** or such other sums as may be ascertained, ***[Named of the bidder]*** agrees to ***[state the object of the contract]*** in accordance with his/her/its Bid.
4. The ***[Name of the procuring entity]*** agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

*[Insert Name and Signature]*

*[Insert Name and Signature]*

*[Insert Signatory's Legal Capacity]*

*[Insert Signatory's Legal Capacity]*

for:

for:

*[Insert Procuring Entity]*

*[Insert Name of Supplier]*

### **Acknowledgment**

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

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

**NAME OF NOTARY PUBLIC**

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

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

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

MCLE Compliance No. \_\_\_\_\_

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