

PHILIPPINE BIDDING DOCUMENTS

HIRING OF INTERNATIONAL PRODUCT DESIGN SPECIALIST FOR FURNITURE AND LIGHTING FOR MANILA FAME 2025

Government of the Republic of the Philippines

**Sixth Edition
July 2020**

Preface

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines for use by any branch, constitutional commission or office, agency, department, bureau, office, or instrumentality of the Government of the Philippines, National Government Agencies, including Government-Owned and/or Controlled Corporations, Government Financing Institutions, State Universities and Colleges, and Local Government Unit. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract or Framework Agreement, as the case may be; (ii) the eligibility requirements of Bidders; (iii) the expected contract or Framework Agreement duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (iv) the obligations, duties, and/or functions of the winning bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the “*name of the Procuring Entity*” and “*address for bid submission*,” should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.
- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

Framework Agreement – Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as “Call-Offs,” are made for the duration of the agreement. It is in the nature of an option contract

between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.



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



UN – United Nations.

Section I. Invitation to Bid

INVITATION TO BID FOR HIRING OF INTERNATIONAL PRODUCT DESIGN SPECIALIST FOR FURNITURE AND LIGHTING FOR MANILA FAME 2025

1. The **Center for International Trade Expositions and Mission (CITEM)**, through **Manila FAME Tier 1 Budget for 2025** intends to apply the sum of **Two Million Five Hundred Thousand Pesos (PHP2,500,000.00)** being the ABC to payments under the contract for each lot/item. Bids received in excess of the ABC for each lot shall be automatically rejected at bid opening.
2. The **Center for International Trade Expositions and Mission (CITEM)** now invites bids for the above Procurement Project. Delivery of the Goods is required **Fifteen (15) Days upon receipt of Notice to Proceed**. Bidders should have completed, within **three (3) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary *"pass/fail"* criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is open to all interested bidders, whether local or foreign, subject to the conditions for eligibility provided in the 2016 revised IRR of RA No. 9184.
4. Prospective Bidders may obtain further information from **CITEM Bids and Awards Committee Secretariat** and inspect the Bidding Documents at the address given below during *Monday to Friday, 8:00AM - 5:00PM*.
5. A complete set of Bidding Documents may be acquired by interested Bidders on *05 May 2025* from the given address and website(s) below upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of *Two Thousand Five Hundred Pesos (PHP2,500.00)*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees *through electronic means*. *Payment shall be made thru CITEM Bank Account below, a copy of bank deposit slip should be emailed to the BAC Secretariat:*
 - o Bank : Landbank of the Philippines
 - o Account Name : CITEM
 - o Account Number : 1772 1038 63
 - o Bank Address : LBP Century Park (Harrison Plaza) Branch
 - o Swift Code : TLBPPHMM
6. The **Center for International Trade Expositions and Missions (CITEM)** will hold a Pre-Bid Conference on *13 May 2025, 02:00PM* through video conferencing or webcasting via *Zoom* which shall be open to prospective bidders. Please set your Zoom name into this format: Name Surname_Company Name. Below is the access to the conference:
 <https://zoom.us/j/8549547139>
 854 954 7139

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **27 May 2025, 02:00PM**. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **27 May 2025, 02:00PM** via **Zoom**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity. Please set your Zoom name into this format: Name Surname_Company Name. Below is the access the conference:
 <https://zoom.us/j/8549547139>
 854 954 7139
10. Bidders may access the prescribed forms and sample formats in this link:
<https://tinyurl.com/33kp2fp7>
11. The **Center for International Trade Expositions and Mission (CITEM)** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
12. For further information, please refer to:

CITEM – BAC Secretariat
Center for International Trade Expositions and Missions
Golden Shell Pavilion
Roxas Blvd. cor. Sen Gil Puyat Ave., Pasay City
Tel no. +63(2) 8-831-2201 loc. 294/309
Email: citembac@citem.com.ph
Website: www.citem.com.ph
13. You may visit the following websites:

For downloading of Bidding Documents:
<https://www.citem.gov.ph/procurement/opportunities/last-updated>

05 May 2025



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

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **Center for International Trade Expositions and Mission (CITEM)** wishes to receive Bids for the **Hiring of International Product Design Specialist for Furniture and Lighting for Manila FAME 2025**, with identification number **CITEM-2025-0129**.

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

2. Funding Information

2.1. The GOP through the source of funding as indicated below for **the year FY 2025** in the amount of **Two Million Five Hundred Thousand Pesos (PHP2,500,000.00)**.

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

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

5.2. Foreign ownership limited to those allowed under the rules may participate in this Project

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

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

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

6. Origin of Goods

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

7. Subcontracts

7.1. *The Procuring Entity has prescribed that Subcontracting is not allowed.*

- 7.2. The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.

- 7.3. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

8. Pre-Bid Conference

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

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

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

11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

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

13. Bid and Payment Currencies

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing 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 **120 calendar days upon opening of bids**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

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

- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.

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

- 19.4. The Project shall be awarded as follows:

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

- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184,

which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

- 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**.

Section III. Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. Product Design Specialist & Visual Merchandiser/Curator b. completed within three (3) years prior to the deadline for the submission and receipt of bids.
7.1	Subcontracting not allowed.
10	<p>Statement of the Bidder's SLCC similar to the contract to be bid shall contain the following:</p> <ul style="list-style-type: none"> i. Name of the completed contract with contract date, period and amount, which should correspond to the required percentage of the ABC to be bid. The value is adjusted to the current prices using the Philippine Statistics Authority consumer price indices, when necessary; ii. The relevant period or delivery date when the said SLCC was completed; end user's acceptance or official receipt(s) or sales invoice issued for the contract, and; iii. Definition or description of the similar project or major categories of work. <p>Statement of the Bidder of all its ongoing government and private contracts, including contracts awarded but not yet started shall contain the following:</p> <ul style="list-style-type: none"> i. Names of outstanding contracts with other contracting party, i.e., Procuring Entity or private company allowed by the rules, contract date, period and amount or value; and ii. Kinds of Goods and dates of delivery.
12	<p>The price of the Goods shall be quoted Delivery Duty Paid (DDP) at CITEM, Golden Shell Pavilion, Roxas Boulevard cor. 1300 Sen. Gil J. Puyat Ave, Pasay, 1300 Metro Manila or the applicable International Commercial Terms (INCOTERMS) for this Project.</p>
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> a. The amount of not less than (2%) of ABC or Php 50,000.00, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than (5%) of ABC or Php 125,000.00 if bid security is in Surety Bond.
19.3	<i>Item is being bidded out as Single Lot.</i>
20.2	<i>No further instructions</i>
21.2	<i>No Additional Requirements</i>

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than 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.

Section V. Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>“The delivery terms applicable to this Contract are delivered to the Center for International Trade Expositions which is located at Golden Shell Pavilion, Roxas Boulevard cor. Sen. Gil Puyat Avenue, Pasay City, Philippines. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <i>Ms. Jameish Soliman, TIDS, Operations Group 1.</i></p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p>
	<p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p>

	<p>The International Product Design Specialist is required to conduct at least 2-3 physical consultation meetings & factory visits to the participating companies such undertakings shall be arranged by the Design Specialist, and related costs thereto shall be included in the Contract Price.</p> <p>Intellectual Property Rights – The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p> <p>The International Product Design Specialist shall not commit, by any means, plagiarism or any form thereof, which includes, but is not limited to, stealing and passing off as one’s own the idea or words of another in the performance of its obligation as stipulated herein. If the Digital Content Provider is found to have violated this provision, the former shall be dealt with in accordance with the applicable laws and shall not impute any liability on the part of the Procuring Entity.</p> <p>The International Product Design Specialist shall not, in any manner, utilize artificial intelligence or AI-powered technologies, such as, but not limited to, Chat GPT, Open AI, Github Copilot, Open AI Playground, Vertex AI, and the like, in developing any content material relative to the contract.</p> <p>Neither shall the Digital Content Provider use the aforementioned technology in developing content material and subsequently reword, rephrase, or restructure the same so as to avoid the very act proscribed in the preceding item. Any analogous acts committed by the content provider in violation of this item and that of the preceding one shall merit corresponding penalties as may be determined by the Procuring Entity</p>																			
2.2	<p>The terms of payment shall be as follows:</p> <table><tr><th rowspan="2">Deliverables</th><th rowspan="2">Requirement</th><th>Payment</th></tr><tr><th>% of Contract Price</th></tr><tr><td>Concept/Theme Proposal</td><td>Upon submission of concept/theme for Manila FAME 2025 Furniture and Lighting Setting, and direction/ implementation method of the conduct of product development</td><td>40%</td></tr><tr><td>Product Development</td><td>Upon completion of initial consultations and submission of preliminary product development designs to participating companies</td><td>30%</td></tr><tr><td>Prototype Progress, Mentorship, and Show Proper</td><td>Upon submission mentorship notes and photos of the prototype progress including inspections of prototypes developed</td><td>20%</td></tr><tr><td>Post Event Evaluation Report and Final Product Photos</td><td>Upon submission of post-event evaluation report.</td><td>10%</td></tr><tr><td colspan="2">TOTAL</td><td>100%</td></tr></table> <p>Failure to Meet the Target Requirements</p> <p>The inability of the Product Design Specialist to provide assistance to the approved number of companies engaged shall correspond to deductions from the total amount of payment. Total value of deductions will be computed based on the disparity between actual number of companies assisted and approved number of companies.</p>	Deliverables	Requirement	Payment	% of Contract Price	Concept/Theme Proposal	Upon submission of concept/theme for Manila FAME 2025 Furniture and Lighting Setting, and direction/ implementation method of the conduct of product development	40%	Product Development	Upon completion of initial consultations and submission of preliminary product development designs to participating companies	30%	Prototype Progress, Mentorship, and Show Proper	Upon submission mentorship notes and photos of the prototype progress including inspections of prototypes developed	20%	Post Event Evaluation Report and Final Product Photos	Upon submission of post-event evaluation report.	10%	TOTAL		100%
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4	<p>The inspections and tests that will be conducted are:</p> <p>Post-event report and submission of required documents per payment tranche.</p>																			

Section VI. Schedule of Requirements

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

Item Number	Item	Specification	Total	Delivered, Weeks/Months
1	Conceptualization	Proposed theme/concept for the undertaking	One (1) concept deck for the entire duration of the Project	Two (2) weeks after signing of Notice to Proceed
2	Program Orientation and Initial Round of Consultations	One-on-one meetings with participating companies – aimed at familiarizing individual design process, materials, production capacity etc.	One (1) physical meeting with each of the participating company	Three (3) weeks after signing of Notice to Proceed
3	2nd round of Consultations	One-on-one meetings and presentation of rendered designs with participating companies	One (1) physical / digital meeting with each of the participating Six (6) designs for each of the company	June - July 2025
4	3rd round of Consultation	Inspection of prototypes	One (1) physical / digital meeting with each of the participating One (1) Prototype Inspection Report	August - September 2025
5	Ingress	Curation/Visual Merchandising of the Manila FAME Design Commune Setting	One (1) product selection / final line selection of / from each participating company while taking into consideration equal product representation of companies	October 15, 2025
6	Fair Proper	Supervision at the Manila FAME Special Setting and possibly during the Home, Fashion and Lifestyle Shoot	Brand Ambassadorship	October 16 – 18, 2025

7	Evaluation	Post-Event Assessment and Next Step Report-writing and submission	One (1) Post-Event Report	October 2025
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I hereby commit to comply and deliver all the above requirement in accordance with the above stated schedule.

Name of Company/Bidder

(Signature Over Printed Name)
Bidder/Authorized Representative

Section VII. Technical Specifications

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

BACKGROUND

The Center for International Trade Expositions and Missions (CITEM) is committed to developing, nurturing, and promoting globally competitive small and medium enterprises (SMEs), exporters, designers, and manufacturers by implementing an Integrated Approach to Export Marketing in partnership with other government and private entities.

For three decades, CITEM has established the country's image as the premier destination for quality export products and services. It continues to set the highest standards of creativity, excellence, and innovation to achieve export competitiveness in the international market.

RATIONALE

Manila FAME aims to showcase export-ready products that appeal to the unique tastes of buyers from diverse markets while staying true to the rich traditions of Philippine manufacturers and exporters. More importantly, Manila FAME positions the country as a reliable source of high-quality and design-oriented home, fashion, holiday, and interior products.

Aligned with this is the engagement of a seasoned design specialist with global experience which provides Manila FAME access to invaluable insights on international market trends, buyer behavior, and cutting-edge design practices. The consultant will play a pivotal role in developing a cohesive product collection that complements the expertise of local designers and elevating their appeal to discerning buyers worldwide.

Through this collaboration, Manila FAME will continue to fulfill its mission of supporting MSMEs/artisan communities and exporters by equipping them with the tools and knowledge needed to create pieces that not only reflect Philippine artistry but also meet the demands of an ever-evolving global market.

OBJECTIVES

1. To work with a foreign design specialist for Lighting and Furniture that has a deep understanding and valuable insights on the international market.
2. To promote the Philippines as a premier sourcing destination for high-quality and design-oriented products that meet the requirements of targeted markets.
3. To develop a foundation and appreciation of the value of product design and innovation as tools for global trade competitiveness through creating a collaborative platform between

designers and manufacturers and by showcasing a cohesive and a broader collection of pieces to potential buyers.

Item / Service	Technical Specification / Scope of Work	Statement of Compliance
Product Development	<ul style="list-style-type: none"> Oversee the product development program of 12 participating companies for Manila FAME 2025 with a minimum of six (6) new designs per company. Total of 72 New Designs. Conduct four (4) consultation meetings through virtual and/or physical meetings (with at least two [2] physical visits) regarding product development/ enhancement/ selection/ mix to each participating companies with the work calendar/engagement. <ul style="list-style-type: none"> a. Initial consultation meeting to conduct a thorough evaluation of the participating companies' production capabilities, design expertise and overall capacity (to include, review of product lines, assessment of production processes and evaluation of resource availability) and presentation of project timeline. b. Consultation meeting for presentation of overall concept, product design, and development direction. c. Initial prototype inspection to review, evaluate and provide further instructions/directions on product samples and prototypes. d. Final prototype inspection to review developments in product samples and prototypes and finalize collections for display at the special setting. Develop specifically market-targeted capsule collections for participating companies. The products to be developed shall target overseas markets, particularly buyers from the European Market being one of the most consistent visitors/buyers of Manila FAME. The newly developed products shall be showcased collectively in Manila FAME 2025. Likewise, said products targeting specific markets may be shown as standalone collections should any of the participating companies also join overseas trade shows. 	
Special Setting – Manila FAME 2025 Design Commune	<ol style="list-style-type: none"> Aid in the conduct of product/final line selection of/from each participating company while taking into consideration equal product representation of companies. Provide insights/inputs on the design direction of the Design Commune Setting, in coordination with the other designers, CITEM 	

	<p>Service Business Department, and the Exhibition Design Division (EDD).</p> <p>3. Be physically present during ingress to aid in the conduct of onsite curation and in identifying visual merchandising props for the Manila FAME 2025 Design Commune.</p> <p>4. Provide guidance and instructional materials, if needed, in the curation of product photos in the “Design Commune” tab of the FAME+ website.</p>	
Brand Ambassadorship	<p>1. Act as a Manila FAME Ambassador with the following specific roles:</p> <ul style="list-style-type: none"> • If necessary, be part of local and international marketing and promotion initiatives of CITEM which include - features, interviews, and photos for all forms of mass media such as broadcast (television and radio), print (broadsheets, magazines, social media, and other print collateral), and digital (emails, websites, blogs and other internet-based media); <ul style="list-style-type: none"> ○ Engage in CITEM's public and media relations activities intended for the promotion of Manila FAME 2025 such as but not limited to courtesy calls, launches, and press conferences, when invited. ○ Participate in any designers' online panel discussions, talks, conferences, and webinars (if any) for the Manila FAME 2025. ○ Promote Manila FAME to business contacts and share promotional materials in social media and any other available digital platforms. <p>2. Participate in any designer's onsite panel discussion, talks, conferences, and webinars (if any) initiated by CITEM for Manila FAME October 2025.</p>	
Report Writing & Other Technical/Documentary Requirements	<ul style="list-style-type: none"> • Submit design concepts and/or articles of promotion activities and online events attended by the Product Design Specialist in support of payments made by CITEM; • Provide assessment and identify next steps by submitting a Post-Event Terminal Report detailing delivered undertakings, observations, and recommendations for succeeding Manila FAME editions. The 	

	terminal report should be submitted no later than one month after the show																			
Administrative and Other Ministerial Duties	Conduct four (4) consultation meetings through virtual and/or physical meetings (with at least two [2] physical visits) regarding product development/enhancement/selection/mix																			
Payment Terms	<p>FULL PAYMENT</p> <p>The total budget for the hiring of the International Product Development Specialist is Two Million and Five Hundred Thousand Pesos (PHP 2,500,000.00) under the Annual Procurement Plan for FY 2025. The amount is inclusive of professional fee, applicable taxes, and other incidental expenses to be incurred to complete the delivery of the service, which includes but not limited to the travel expenses, props for the setting etc. The indicative payment is as follows:</p> <table> <tr> <th>Deliverables</th><th>Requirement</th><th>Payment % of Contract Price</th></tr> <tr> <td>Concept/Theme Proposal</td><td>Upon submission of concept/theme for Manila FAME 2025 Furniture and Lighting Setting, and direction/implementation method of the conduct of product development</td><td>40%</td></tr> <tr> <td>Product Development</td><td>Upon completion of initial consultations and submission of preliminary product development designs to participating companies</td><td>30%</td></tr> <tr> <td>Prototype Progress, Mentorship, and Show Proper</td><td>Upon submission mentorship notes and photos of the prototype progress including inspections of prototypes developed</td><td>20%</td></tr> <tr> <td>Post Event Evaluation Report and Final Product Photos</td><td>Upon submission of post-event evaluation report.</td><td>10%</td></tr> <tr> <td>TOTAL</td><td></td><td>100%</td></tr> </table>	Deliverables	Requirement	Payment % of Contract Price	Concept/Theme Proposal	Upon submission of concept/theme for Manila FAME 2025 Furniture and Lighting Setting, and direction/implementation method of the conduct of product development	40%	Product Development	Upon completion of initial consultations and submission of preliminary product development designs to participating companies	30%	Prototype Progress, Mentorship, and Show Proper	Upon submission mentorship notes and photos of the prototype progress including inspections of prototypes developed	20%	Post Event Evaluation Report and Final Product Photos	Upon submission of post-event evaluation report.	10%	TOTAL		100%	
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Penalty Matrix	<p>Should the product designer/specialist be unable to serve the sector/market they are assigned to due to unforeseen circumstances of force majeure, and other factors beyond their control (e.g. no applicants), they shall inform CITEM through its assigned project coordinator, and shall discuss alternate deliverables, if necessary.</p> <p>Below are the alternative deliverables that may be suggested or negotiated with the product development designer/specialist should there be any unforeseen circumstances that arise that hinder the successful delivery of the project/s:</p>																			

	Conditions	Action	
	1. No Applicants	CITEM may explore an alternative option such as extending the contract until the next event where the same approved concept shall be implemented, or the contract shall be paid prorated based on the accomplished deliverables stipulated in the terms of payment to hired Product Design Specialist	
	2. If CITEM does not meet the target no. of companies	CITEM may allow the designer/specialist to provide design services to participants from a different market/sector to meet their own targets, as long as the other designer's deliverables shall not be affected.	
	3. If the Designer/Specialist does not meet the minimum no. of companies to be served	CITEM shall compensate the designer/specialist based on the number of companies they serve.	
	4. If the Designer/Specialist does not meet the minimum number of new products per company	CITEM shall compensate the designers based on the number of companies they served and the number of product designs he/she developed	
X. Non-disclosure and Confidential Information	<p>It is understood that the international product design specialist agrees on the following upon his/her submission of proposal/bid to CITEM:</p> <ul style="list-style-type: none"> that there is a Non-Disclosure Agreement between CITEM and the contracted party; designs developed by reason of this engagement/contract will form part of the reports needed for the payment; that the design specialist will ensure that no copyright infringement will be committed in the implementation of the project; and CITEM reserves the right to impose penalty if performance is unsatisfactory in the event that the work/output is incomplete, not delivered, or when the contractor failed to meet deadline/s set. 		

Qualitative Evaluation

Criteria	Value Point	Document/s Submitted	RATING
Proven track record of at least 15 years of experience in designing home and lighting <i>(35 points)</i>	Length of relevant experience <ul style="list-style-type: none"> 15 years and more (35 points) 10-14 years (25 points) 5-9 years (15 points) Below 5 years (5 points) 	<ul style="list-style-type: none"> Curriculum Vitae Designer's Portfolio of Product Designs 	
Experience as the Head Designer in an exhibit/similar undertaking that showcases home and lighting products <i>(35 points)</i>	Trade event experience as Product Designer <ul style="list-style-type: none"> 8 events and above (35 points) 7 events and below (25 points) 	<ul style="list-style-type: none"> List of events / showcases for the last 5 years Designer's Portfolio of Product Designs 	
Experience as a Creative Director and/or Collaborator. - - with experience in private label product development and international artisan development <i>(20 points)</i>	Number of private label collection and countries assisted <ul style="list-style-type: none"> under 10 brands/countries and above (20 points) 5-9 brands/countries (15 points) 4 brands/countries and below (10 points) 	<ul style="list-style-type: none"> Curriculum Vitae List of clients / partnerships / affiliates 	
Reputable and influential in the design community <i>(10 points)</i>	Relevant contributions to the design community e.g. publications, international speaking engagements, significant involvement in design/trade exhibitions.	<ul style="list-style-type: none"> Curriculum Vitae Features / articles in local or international publications (printed or online) for the last 5 years 	
Total – 100 points			

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

CERTIFIED CORRECT:

Name & Signature of Authorized Representative
Position

Section VIII. Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

- ☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;

Technical Documents

- ☐ (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- ☐ (c) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- ☐ (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission **or** Original copy of Notarized Bid Securing Declaration; **and**
- ☐ (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- ☐ (f) Original duly signed Omnibus Sworn Statement (OSS) **and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- ☐ (g) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC) **or** A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

- ☐ (h) 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.

II. FINANCIAL COMPONENT ENVELOPE

- ☐ (i) Original of duly signed and accomplished Financial Bid Form; **and**
- ☐ (j) Original of duly signed and accomplished Price Schedule(s).

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

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

