

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Early Procurement of ICT Resources



Republic of the Philippines
Department of the Interior and Local Government
Regional Office XIII – Caraga Region
Brgy. Doongan, Butuan City, 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



Republic of the Philippines
Department of the Interior and Local Government
Region 13 (Caraga)

**INVITATION TO BID FOR THE
Early Procurement Activity (EPA) of ICT Resources FY 2024**

1. The **Department of the Interior and Local Government (DILG) Region XIII – Caraga**, through the **National Expenditure Program (NEP) FY 2024** intends to apply the sum of **Four Million Three Hundred Seventy Thousand Pesos (Php 4,370,000.00)** only being the ABC to payments under the contract for the **Early Procurement Activity (EPA) of ICT Resources FY 2024** with project number BAC-2024-001-EPA. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The DILG-XIII Caraga Regional Office now invites bids for the Early Procurement Activity (EPA) of the above Procurement Project, in accordance with the provisions under Appendix 31 of the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184. Delivery, testing and inspection shall be delivered within sixty (60) calendar days. Bidders should have completed, within **five (5) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) or Republic Act (RA) No. 9184.
 - a. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
4. Prospective Bidders may obtain further information from the office of the DILG-XIII Caraga Regional Office and inspect the Bidding Documents at the address given below during working hours from 7:00 AM to 5:00 PM, Mondays to Fridays, except holidays.



Republic of the Philippines
Department of the Interior and Local Government
Region 13 (Caraga)

5. A complete set of Bidding Documents may be acquired by interested Bidders on **17 November 2023** and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the PPB, in the amount of **Five Thousand Pesos (Php 5,000.00) only**. A bidder is allowed to pay the applicable fee via cash at the Procuring Entity's Office and shall present a proof of payment to the BAC Secretariat on or before the deadline of submission of bid or may send a copy thru the email address given below.
6. The DILG- XIII Caraga Region will hold a **Pre-Bid Conference** on **28 November 2023, at 1:00 PM** at the Local Government Regional Resource Center (LGRRC) of DILG-XIII Caraga Regional Office, Butuan City.
7. Bids must be duly received by the BAC Secretariat through **manual submission** at the office address indicated below, **on or before 1:00 PM of 12 December 2023. 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 **12 December 2023, 1:30 PM** at the address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The award of contract for Procurement Projects undertaken through EPA may be made only upon the following conditions and shall be in accordance with Item 7 of Appendix 31 of the 2016 revised IRR of RA 9184.
 - a. Approval and effectivity of the funding sources, to wit: (i) General Appropriations Act; (ii) Corporate Budget; (iii) Appropriations Ordinance; or (iv) loan agreement in the case of FAP's; or\
 - b. The reenactment of the previous year's budget which constitutes the current year's authorized budget, when authorized by the Constitution, law or rules.
11. The Head of the Procuring Entity of the DILG-XIII Caraga Region reserves the right to reject any and all bids, declares 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:

BIDS AND AWARDS COMMITTEE

DEPARTMENT OF THE INTERIOR AND LOCAL GOVERNMENT XIII

CARAGA REGIONAL OFFICE

Purok 1-A, Barangay Doongan, Butuan City

documents.dilg13@gmail.com

(085) 975 9230

<https://caraga.dilg.gov.ph/>

13. You may visit the following websites for downloading of Bidding Documents:

- a. DILG website: <https://caraga.dilg.gov.ph/>
- b. PhilGEPS website at <https://philgeps.gov.ph/>

Issued this 17th day of November 2023.



RAY GREGORY F. JARANILLA

Chairperson, Bids and Awards Committee

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *Department of the Interior and Local Government (DILG) Regional Office XIII - Caraga* wishes to receive Bids for the Early Procurement of ICT Resources for FY 2024, with identification number *BAC-2024-001-EPA*.

The Procurement Project (referred to herein as "Project") is composed of the four (4) lots, 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 in the Invitation of Bid in the amount of *Four Million Three Hundred Seventy Thousand (Php4,370,000.00)* only.

2.2. The source of funding is:

- a. NGA, the National Expenditure Program.

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:
 - a. 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 Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that:

- a. **Subcontracting is not allowed.**
- 7.2. 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 and either at its physical address DILG XIII – Caraga Regional Office, Purok 1-A, Barangay Doongan, Butuan City.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

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

11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:

- i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in 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:
 - a. **Philippine Pesos.**

14. Bid Security

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

- a. In the case of EPA, PE may request the bidders to extend the validity of their bid securities beyond one hundred twenty (120) calendar days, prior to their expiration, if the funding source for the Procurement Project has yet to be approved and made effective.

A change in the form of the bid security is allowed if this made prior to the expiration of the bid validity sought to be extended.

If the bidder refuses to extend the bid validity, the PE shall reject the bid submitted by said bidder.

15. Sealing and Marking of Bids

Each Bidder shall submit **three (3) copies** 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 **one (1) 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 or RA No. 9184, which may be sufficient for the total of the ABCs for all the lots of items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

- 20.1. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

- 21.1. The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. <i>Early Procurement of ICT Resources</i> b. Completed within five (5) years prior to the deadline for the submission and receipt of bids.
7.1	<i>No further instruction.</i>
12	The price of the Goods shall be quoted DDP DILG Regional Office XIII – Caraga Region, or the applicable International Commercial Terms (INCOTERMS) for this Project.
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 <i>Eighty-Seven Thousand Pesos (Php 87,000.00)</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. c. The amount of not less than <i>Two Hundred Eighteen Thousand Five Hundred Pesos (Php 218,500.00)</i> bid security is in Surety Bond.
20.1	<i>No further instructions.</i>
21.1	<i>No further instructions.</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 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

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>In case of Goods supplied from abroad, the delivery terms applicable to the Contract are DDP delivered to DILG XIII- Regional Office Caraga Region, at Purok 1-A, Barangay Doongan, Butuan City. In accordance with INCOTERMS.”</p> <p>In case of Goods supplied from within the Philippines, the delivery terms applicable to this Contract are delivered to DILG XIII- Regional Office Caraga Region, at Purok 1-A, Barangay Doongan, Butuan City. 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>For purposes of this Clause the Procuring Entity’s Representative at the Project Site are Mr. Ray Gregory F. Jaranilla, Chief, LGMED/BAC Chairperson and Mr. Edgardo T. Cubillas, GSS Chief/BAC Head Secretariat. Delivery schedule shall be coordinated to Mr. Cubillas through email at dilg13bacsec2023@gmail.com at least two working days before the intended delivery date.</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> <ul style="list-style-type: none"> <i>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</i> <i>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</i> <i>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</i> <i>d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract.</i>

	<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 charge to other parties by the Supplier for similar services.</p>
	<p>Spare Parts –</p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <p>1. In the event of termination of production of the spare parts:</p> <ul style="list-style-type: none"> i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.
	<p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</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, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>

	<p>The Procuring Entity accepts no liability for the damage of Goods during transit. 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>Intellectual Property Rights –</p> <p>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>
2.2	<p>Payment shall be made through Land Bank's LDDAP-ADA/Bank Transfer facility, within thirty (30) days after the submission of Billing and User Acceptance of the product. Bank Transfer fee shall be charged against the creditor's account.</p>
4	<p><i>The supplier shall send at least two (2) IT technicians as support for the inspection and testing of the Laptop Computer, Desktop Computer, Laser Printer and the Heavy Duty Copier/Printer.</i></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 to the Department of the Interior and Local Government – XIII Caraga Regional Office, Purok 1-A, Barangay Doongan, Butuan City.

Description	Quantity	Total	Delivered, Weeks/Months
Early Procurement of ICT Resources			Within thirty (30) calendar days upon receipt of the Notice to Proceed
Laptop Computer	57 Units	1 Lot	
Desktop Computer	9 Sets	1 Lot	
Laser Printer	5 Units	1 Lot	
Heavy Duty Copier/Printer	2 Units	1 Lot	

I hereby verify to comply with all the above requirements.

Signature over the printed name of the authorized representative

Company Name

Date

Section VII. Technical Specifications

Technical Specifications

Lot	Unit	Item Description		Quantity	Statement of Compliance
1	Unit	LAPTOP COMPUTER		57	
		Specifications:			
		CPU	at least 12 Cores of equivalent Latest Generation Processors at least 16 threads at least 12Mb L3 Cache Max Turbo Frequency: At least 4.60 Ghz		
		Memory	At least 16Gb DDR4 3200 MHz		
		Display	at least 15.6" FHD 1920x1080 resolution 250 nits		
		GPU	Integrated or Dedicated Graphics		
		Storage	at least 1Tb Pcle NVMe M.2 SSD		
		Operating System	Preloaded Licensed Windows 11 Pro 64bit or higher, or equivalent OS with built in recovery for OS, drivers and utilities		
		Webcam	at least 1080p FHD camera with integrated microphone		
		Ports	at least 2x USB 3.0 Ports at least 1x HDMI Port or its equivalent at least 1x Audio jack/combo		
		Connectivity	Wifi 5 or Gigabit Ethernet Bluetooth 5		
		Weight	not exceeding 2 Kgs (Charger included)		
		Battery	at least 41 Watts-hour (Wh)		
		Keyboard	Backlit keyboard		
		Warranty	3 years Warranty on-site on Parts, Labor, and service 1 year Warranty on battery and mouse Supplier shall respond within 24 hours for Technical Assistance/Support Center which can provide response to technical issues via Telephone Call, E-mail or Site Visit upon verbal/written notification by the end-user agency		

			Supplier/Manufacturer should have an Authorized Service/Support Center nationwide		
		Accessories	Laptop bag and Wireless Optical Mouse (preferably must be the same brand with the offered unit)		
		Other Requirements	Customize BIOS Boot-up DILG LOGO MIL-STD-810 Certified - Standard Quality Test or equivalent Durability/Ruggedness Quality Test Centralized Device Monitoring and Management Software		
2	Set	DESKTOP COMPUTER Specifications:		9	₱60,000.00
		CPU	at least 10 Cores or higher, or equivalent Latest Generation Processors at least 20 Mb L3 Cache at least 16 threads Max Turbo Frequency: At least 4.60 GHz		
		Memory	At least 16 Gb (2x8Gb DDR 4 Memory) 3200 MHz		
		Graphics	Integrated or Dedicated Graphics		
		Storage	At least 256 Gb M2 Pcle NVMe SSD At least 1Tb SATA HDD		
		Operating System	Preloaded Licensed Windows 11 Pro 64bit or higher, or equivalent OS with built in recovery for OS, drivers and utilities		
		I/O Ports	At least 1 Headphone Audio Combo Jack At least 2 USB 2.0 Type-A At least 2 USB 3.2 Gen 1 Type-A At least 1 RJ45 1000/2500 Gigabit Ethernet Port At least HDMI/VGA/Display Port		
		Expansion Slot	At least 1 PCIe 3.0 x 1 At least 1 PCIe 4.0 x 16 At least 1 M.2 connector for storage		

			At least 2 DDR4 DIMM/U-DIMM slot		
		Network	At least 802.11 wireless LAN At least 5.0 Bluetooth LAN Witj Gigabit Ethernet		
		Power Supply	At least 240 Watts-hours		
		Monitor	Preferably must be the same brand with the offered unit Size: At least 21.5 inches Resolution: At least 1920x1080 With VGA/HDMI Port Cable		
		Warranty	3 years Warranty on-site on Parts, Labor, and service 1 year Warranty on battery and mouse Supplier shall respond within 24 hours for Technical Assistance/Support Center which can provide response to technical issues via Telephone Call, E-mail or Site Visit upon verbal/written notification by the end-user agency Supplier/Manufacturer should have an Authorized Service/Support Center nationwide		
		Accessories	Optical Mouse and Standard Full Size USB Keyboard with numeric keypad (preferably must be the same brand with the offered unit)		
		Other Requirements	Customize BIOS Boot-up DILG LOGO Centralized Devise Monitoring and Management Software Certified Energy Star and Electronic Product Environmental Assessment Tool (EPEAT)		
3	Unit	LASER PRINTER Specifications:		5	₱50,000.00
		Print Technology	Colour Laser		
		Functions	Print, Scan, Copy, Duplex Printing: Automatic (default)		
		Print Speed	At least 20 Pages per Minute		
		Print Resolution	At least 600 x 600 dots per inch (DPI)		
		Scan Speed	At least 20 ppm		

		<table><tr><td>Scan Type</td><td>Flatbed, Automatic Document Feeder (ADF)</td></tr><tr><td>Scan File Format</td><td>JPEG, PDF, TIF, XPS, High Compression PDF</td></tr><tr><td>Paper</td><td>A4, A5, Legal, Letter, Folio/Officio</td></tr><tr><td>Copy Speed</td><td>At least 21 copy per minute (CPM)</td></tr><tr><td>Copy Resolution</td><td>At least 600 x 600 dpi</td></tr><tr><td>Connectivity/Standard Interface</td><td>USB 2.0, Ethernet, Wi-Fi</td></tr><tr><td>Memory</td><td>At least 512 Megabytes (MB)</td></tr><tr><td>Processor Speed</td><td>At least 500 Megahertz (MHz)</td></tr><tr><td>Monthly Duty Cycle</td><td>At least 50,000 Pages</td></tr><tr><td>Paper Handling (Input)</td><td>Cassette: At least 250 pages Bypass: At least 50 pages</td></tr><tr><td>Paper Handling (Output)</td><td>At least 100 pages</td></tr><tr><td>Operating System</td><td>Windows 10 or higher; or equivalent OS</td></tr><tr><td>Warranty</td><td>3 years Warranty on-site on Parts, Labor, and service 1 year Warranty on battery and mouse Supplier shall respond within 24 hours for Technical Assistance/Support Center which can provide response to technical issues via Telephone Call, E-mail or Site Visit upon verbal/written notification by the end-user agency Supplier must submit exclusive distributor certificate or other supporting documents to secure the Department that the machine consumables and parts are available in the Philippine market at least 5 years from the date of purchase.</td></tr></table>	Scan Type	Flatbed, Automatic Document Feeder (ADF)	Scan File Format	JPEG, PDF, TIF, XPS, High Compression PDF	Paper	A4, A5, Legal, Letter, Folio/Officio	Copy Speed	At least 21 copy per minute (CPM)	Copy Resolution	At least 600 x 600 dpi	Connectivity/Standard Interface	USB 2.0, Ethernet, Wi-Fi	Memory	At least 512 Megabytes (MB)	Processor Speed	At least 500 Megahertz (MHz)	Monthly Duty Cycle	At least 50,000 Pages	Paper Handling (Input)	Cassette: At least 250 pages Bypass: At least 50 pages	Paper Handling (Output)	At least 100 pages	Operating System	Windows 10 or higher; or equivalent OS	Warranty	3 years Warranty on-site on Parts, Labor, and service 1 year Warranty on battery and mouse Supplier shall respond within 24 hours for Technical Assistance/Support Center which can provide response to technical issues via Telephone Call, E-mail or Site Visit upon verbal/written notification by the end-user agency Supplier must submit exclusive distributor certificate or other supporting documents to secure the Department that the machine consumables and parts are available in the Philippine market at least 5 years from the date of purchase.		
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4	Unit	<table><tr><td colspan="2">HEAVY-DUTY COPIER/PRINTER</td></tr><tr><td colspan="2">Specifications:</td></tr><tr><td>Functions</td><td>Print, Copy, Scan</td></tr><tr><td>Print Technology</td><td>Mono B/W</td></tr></table>	HEAVY-DUTY COPIER/PRINTER		Specifications:		Functions	Print, Copy, Scan	Print Technology	Mono B/W	2	₱80,000.00																		
HEAVY-DUTY COPIER/PRINTER																														
Specifications:																														
Functions	Print, Copy, Scan																													
Print Technology	Mono B/W																													

Monthly Duty Cycle	Up to 100,000 pages
Print Speed (Letter/A4)	Up to: 40 pages per minute (PPM)
Scan Speed (Normal/A4)	At least 35 ipm (b/w), up to 50 ipm (color)
Scan Resolution	Up to: 600 dots per inch (DPI)/ pixel per inch (PPI)
Copy Speed (Duplex)	At least 20 ppm/spm
Paper Handling Input	At least 100-sheet multipurpose feeder At least 250-sheet input feeder, At least 50-sheet automatic document feeder (ADF)
Paper Handling Output	At least 250-sheet output feeder, two-sided printing
Duplex Printing	Automatic (Standard)
Print Quality Black	Up to: 1, 200 x 1,200 dpi
Connectivity	USB 2.0, Ethernet, Wi-Fi
Operating System	Windows 10 or higher; or equivalent OS
Memory	At least 1GB
Media Size Supported	A4, A5, Legal, Letter, Folio/Officio
Duplex ADF Scanning	Yes
Warranty	3 year on-site on parts and services Supplier shall respond within 24 hours Technical Assistance/Support which can provide response to technical issues via Telephone Call, E-mail or site Visit upon verbal/written notification by the end-user agency - Supplier must submit exclusive distributor certificate or other supporting documents to secure the Department that the machine consumable and parts are available in the Philippine market at least 5 years from the date of purchase.

I hereby verify to comply with all the above requirements.

Signature over the printed name of the authorized representative

Company Name

Date

Section VIII. Checklist of Technical and Financial Documents

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, **which shall be supported by the End-User's Acceptance or Official Receipt or Sales Invoice issued for the contract,** 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 Schedule of Requirements; **and**
- ☐ (f) Conformity with the Technical Specifications, which shall include:
- i. **Manufacturer's un-amended literature (such as brochure and other similar reference materials, unconditional statement of specification and compliance issued by the manufacturer, samples, independent test data etc.);**
 - ii. **Any Eco Label Certificate for computer and UPS; and**
 - iii. **Certificate of Distributorship; and**
- ☐ (g) Original duly signed Omnibus Sworn Statement (OSS) **supported by either** (i) Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative **OR** (ii) 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, whichever is applicable.

Financial Documents

- ☐ (h) 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

- ☐ (i) 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

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

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

- ☐ (l) *[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.
- ☐ (m) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

Omnibus Sworn Statement (Revised)
[shall be submitted with the Bid]

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

AFFIDAVIT

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

1. [Select one, delete the other:]

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

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

2. [Select one, delete the other:]

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

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

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. [Select one, delete the rest:]

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, Procurement Agent if engaged, 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, Procurement Agent if engaged, 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, Procurement Agent if engaged, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. [Name of Bidder] complies with existing labor laws and standards; and

8. [Name of Bidder] is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:

- a. Carefully examining all of the Bidding Documents;
- b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
- c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
- d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the [Name of the Project].

9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of ___, 20__ at _____, Philippines.

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

[Jurat]

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

Bid Form for the Procurement of Goods
[shall be submitted with the Bid]

BID FORM

Date: _____

Project Identification No.: _____

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

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 *[supply/deliver/perform]* *[description of the Goods]* 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.

[Insert this paragraph if Foreign-Assisted Project with the Development Partner:
 Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

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

(if none, state "None")

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

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

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

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

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

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

Bid Securing Declaration Form

[shall be submitted with the Bid if bidder opts to provide this form of bid security]

REPUBLIC OF THE PHILIPPINES)

CITY OF _____) S.S.

BID SECURING DECLARATION

Project Identification No.: [Insert number]

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

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

[Jurat]

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

Republic of the Philippines



Government Procurement Policy Board