

# PHILIPPINE BIDDING DOCUMENTS

## Procurement of GOODS

### Government of the Republic of the Philippines

Name of Project: **Rebidding for the Supply and Delivery of Various IT Equipment & Peripherals for All PhilSCA Campuses**

Bidding Reference No: PB2023 – Goods – 4

ABC: Nine Million Eight Hundred Eighty Thousand Five Hundred Forty Pesos, PhP 9,880,540.00

Funding Source: Internally Generated Income (Revised APP 2022)

Availability of Bidding Documents: February 16, 2023 to March 9, 2023

Cost of Bidding Document: Ten Thousand Pesos, PhP 10,000.00

Prebid Conference: February 23, 2023/4:00 pm/PhilSCA Multi-Purpose Hall

Opening of Bids: March 9, 2023/3:00 pm/PhilSCA Multi-Purpose Hall

# 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  
**Philippine State College of Aeronautics**  
Piccio Garden, Villamor, Pasay City

**INVITATION TO BID**

**Rebidding for the Supply and Delivery of Various IT Equipment &  
Peripherals for All PhilSCA Campuses  
PB2023 – Goods – 4**

1. The **Philippine State College of Aeronautics**, through the **Corporate Budget for the contract approved by the governing Boards** intends to apply the sum of **Nine Million Eight Hundred Eighty Thousand Five Hundred Forty Pesos, PhP 9,880,540.00**, being the ABC to payments under the contract for the **Rebidding for the Supply and Delivery of Various IT Equipment & Peripherals for All PhilSCA Campuses /PB2023-Goods-3**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
  
2. The **Philippine State College of Aeronautics** now invites bids for the above Procurement Project. **Delivery of the Goods is required within One Hundred Twenty (120) days upon receipt of Notice to Proceed.** Bidders should have completed, within **five (5) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
  
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
  - 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 **Philippine State College of Aeronautics** and inspect the Bidding Documents at the address given below during 8:00 AM to 5:00 PM.
5. A complete set of Bidding Documents may be acquired by interested Bidders on February 16, 2023 from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Ten Thousand Pesos, PhP 10,000.00**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person.
6. The **Philippine State College of Aeronautics** will hold a Pre-Bid Conference<sup>1</sup> on **February 23, 2023 at 4:00 PM** at the **PhilSCA Multi-Purpose Hall**, Ground Floor of Building – B, PhilSCA, Piccio Garden, Villamor, Pasay City which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **2:50 PM on March 9, 2023**. Online or electronic submission of bids is not permitted. 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 **March 9, 2029 at 3:00 PM** at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The **Philippine State College of Aeronautics** 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.

11. For further information, please refer to:

**NOEL E. LAGUI**

Head, BAC Secretariat

PhilSCA, Piccio Garden, Villamor, Pasay City

Contact No. 0928-5244731

philscabac@gmail.com

12. You may visit the following websites:

For downloading of Bidding Documents:

*<https://notices.ps-philgeps.gov.ph/>*

*(You may also request a copy of the Bidding Documents via email.)*

***February 16, 2023***

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***MR. DARBY P. ESPERANZATE***  
*BAC Chairperson*

## ***Section II. Instructions to Bidders***

## 1. Scope of Bid

The Procuring Entity, Philippine State College of Aeronautics, wishes to receive Bids for the Rebidding for the *Supply and Delivery of Various IT Equipment & Peripherals for All PhilSCA Campuses* with identification number *PB2023 – Goods – 4*.

The Procurement Project (referred to herein as “Project”) is composed of one (1) 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 **FY 2022** in the amount of **Nine Million Eight Hundred Eighty Thousand Five Hundred Forty Pesos, PhP 9,880,540.00**, inclusive of all applicable taxes, delivery charge, etc.

2.2. The source of funding is:

a. 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 or Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
- i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
  - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
  - iii. When the Goods sought to be procured are not available from local suppliers; or
  - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 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. 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.
  - b. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.
  - c. For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding: the Bidder should comply with the following requirements: [*Select either failure or monopoly of bidding based on market research conducted*]
    - i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least *fifty percent (50%) in the case of non-expendable supplies and services or twenty-five percent (25%) in the case of expendable supplies*] of the ABC for this Project; and
    - ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.

- 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.

## **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 at the PhilSCA Multi-Purpose Hall, Building – B, Piccio Garden, Villamor, Pasay City and/or through videoconferencing/webcasting} as indicated in paragraph 6 of the **IB**.

## **9. Clarification and Amendment of Bidding Documents**

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

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

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *three (3) years* 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 Declaration<sup>2</sup> 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 days (February 13, 2023)**. 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**

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<sup>2</sup> In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

- 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 may be. 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:

Option 1 – 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

- 20.1. *[Include if Framework Agreement will be used:]* For multi-year Framework Agreement, all bidders initially determined to be eligible and financially compliant shall be subject to initial post-qualification. The BAC shall then recommend the execution of a Framework Agreement among all eligible, technically and financially compliant bidders and the Procuring Entity and shall be issued by HoPE a Notice to Execute Framework Agreement. The determination of the Lowest Calculated Bid (LCB) shall not be performed by the BAC until a Mini-Competition is conducted among the bidders who executed a Framework Agreement. When a Call for Mini-Competition is made, the BAC shall allow the bidders to submit their best financial proposals on such pre-scheduled date, time and place to determine the bidder with the LCB.
- 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, *{[Include if Framework Agreement will be used:]}* or in the case of multi-year Framework Agreement, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant, 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**. *{[Include if Framework Agreement will be used:]}* For every mini-competition in Framework Agreement, the LCB shall likewise submit the required documents for final Post Qualification. }

## 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**.

*[Include the following clauses if Framework Agreement will be used:]*

- 21.2. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Framework

Agreement Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.

- 21.3. Within ten (10) calendar days from receipt of the Notice to Execute Framework Agreement with the Procuring Entity, the successful Bidder or its duly authorized representative shall formally enter into a Framework Agreement with the procuring entity for an amount of One Peso to be paid to the procuring entity as a consideration for the option granted by the procuring entity to procure the items in the Framework Agreement List when the need arises.
- 21.4. The Procuring Entity shall enter into a Framework Agreement with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 21.5. The following documents shall form part of the Framework Agreement:
  - a. Framework Agreement Form;
  - b. Bidding Documents;
  - c. Call-offs;
  - d. Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.*, bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
  - e. Performance Security or Performance Securing Declaration, as the case may be;
  - f. Notice to Execute Framework Agreement; and
  - g. Other contract documents that may be required by existing laws and/or specified 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"> <li>a. <i>Any contract relative for supplying any IT related products, goods</i></li> <li>b. completed within the last five (5) years prior to the deadline for the submission and receipt of bids.</li> </ul>
7.1	<i>Subcontracting is not allowed</i>
12	No further instructions
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"> <li>a. The amount of not less than PhP 197,610.80 <i>or two percent (2%) of ABC</i>], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than PhP 494,027.00 <i>or five percent (5%) of ABC</i>] if bid security is in Surety Bond.</li> </ul> <p>The Bid Security in the form of cashier's/manager's check shall be payable to the <b>Philippine State College of Aeronautics</b>.</p> <p><b>Note: During the opening of bids, the scanned copy of bid security (in any form) will be accepted provided that the original will be submitted by the LCD/SCB together with additional requirements for post-qualification within five (5) calendar days (non-extendible). Failure to do so will be a ground for post-disqualification.</b></p>
15	<p>Each Bidder shall submit one <b>(1) originally signed certified true copy of the original document and two (2) duplicate copies</b> of the first and second components of its bid. <i>Bidder must arrange each bid documents into sections with tabs properly labeled separating each document according to the provided checklist.</i></p>
19.3	No further instruction
20.2	<p>The Lowest Calculated Bid shall submit <b>ALL</b> of the following post-qualification requirements:</p> <ul style="list-style-type: none"> <li>1. Photocopy/ies of Contract/s or Purchase Order/s of one of the following: <ul style="list-style-type: none"> <li>i. A single contract that is similar to the project and whose value must be at least fifty percent (50%) of the ABC to be bid; OR</li> <li>ii. (a) at least two (2) similar contracts and the aggregate contract amounts should be equivalent to at least fifty percent (50%) of the ABC to be bid;</li> </ul> </li> </ul>

	<p>(b)The largest of these contracts must be equivalent to at least half of the percentage of the ABC as required above.</p> <p>2. The corresponding proof of completion, which could either be:</p> <ul style="list-style-type: none"> <li>i. Certificate of Final Acceptance/Completion from the bidder’s client/s or</li> <li>ii. Official Receipt/s or Sales Invoice/s of the bidder covering the full amount of the contracts</li> </ul> <p>3. Latest Income and Business Tax Returns, filed and paid through the Electronic Filing and Payments System (EFPS), consisting of the following:</p> <ul style="list-style-type: none"> <li>i. Latest Income Tax Return with proof of payment; and VAT Returns (Form 2550M and 2550Q) or Percentage Tax Returns (2551M) with proof of payment within the last six (6) months preceding the date of bid submission</li> </ul> <p>Reminders:</p> <ul style="list-style-type: none"> <li>* Failure to submit copies of the Contracts or Purchased Order with proof of completion is a valid ground for disqualification of the bidder</li> <li>** In case the PhilGEPS Platinum Certificate of Registration is not available during bid submission, it shall be submitted as a post-qualification requirement, in accordance with Section 34.2 of the 2016 Revised IRR of R.A. No. 9184.</li> <li>*** In case the valid Mayor’s Permit is not available during bid submission, it shall be submitted after award of contract but before payment in accordance with item 6.2 of GPPB Resolution No. 09-2020.</li> <li>**** In case the notice for the submission of post-qualification documents is sent via the bidder’s email, it shall be considered as received by the bidder on the date and time the email was sent, whether or not the bidder acknowledged the said email. It shall be the bidder’s responsibility to check its/his/her email for the purpose</li> </ul>
21.2	<p><i>[List here any additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity.]</i></p>

## ***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. *[[Include if Framework Agreement will be used:]] In the case of Framework Agreement, the Bidder may opt to furnish the performance security or a Performance Securing Declaration as defined under the Guidelines on the Use of Framework Agreement.*

## 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 *[[Include if Framework Agreement will be used:]] or Framework Agreement* 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>All terms and conditions specified in Section VII (Technical Specifications) of this procurement project shall form part of the Contract.</p> <p><b>Delivery and Documents –</b></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><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered <i>[indicate place of destination]</i>. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered <i>[indicate place of destination]</i> <b>PhilSCA-VAB Campus, Pasay City</b>. 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 <b>Ms. Mae C. Naynes, Acting Supply Officer</b>.</p> <p><b>Incidental Services –</b></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><i>Select appropriate requirements and delete the rest.</i></p> <ol style="list-style-type: none"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>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; and</li> </ol>

- e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
- f. *[Specify additional incidental service requirements, as needed.]*

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.

**Spare Parts –**

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

*Select appropriate requirements and delete the rest.*

1. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
2. in the event of termination of production of the spare parts:
  - 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.

The spare parts and other components required are listed in **Section VI (Schedule of Requirements)** and the costs thereof are included in the contract price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of *[indicate here the time period specified. If not used indicate a time period of three times the warranty period]*.

Spare parts or components shall be supplied as promptly as possible, but in any case, within *[insert appropriate time period]* months of placing the order.

	<p><b>Packaging –</b></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>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity  Name of the Supplier  Contract Description  Final Destination  Gross weight  Any special lifting instructions  Any special handling instructions  Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p><b>Transportation –</b></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><b>Intellectual Property Rights –</b></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><i>[If partial payment is allowed, state]</i> “The terms of payment shall be as follows: <u>not allowed advance payment</u>_____.”</p>
4	<p>The inspections and tests that will be conducted are:</p> <ol style="list-style-type: none"> <li>1. Compliance of each item to the technical specification required by the College and the actual specifications being offered by the supplier in reference to the submitted statement of compliance.</li> <li>2. All product brochures, warranty certificates must be present/available/submitted during the inspection.</li> <li>3. All delivery (partial or full) must be during office hours from Monday to Fridays only.</li> <li>4. Delivery receipts must indicate the serial number/s of the items.</li> </ol> <p>The inspection and approval as to the acceptability of the Goods vis-à-vis its compliance with the technical specifications will be done with prior notice, written or verbal, to the authorized representative of the Supplier. The inspection will push through as scheduled even in the absence of the Supplier’s representative, if the latter was duly notified. In which case, the result of the inspection conducted by the Procuring Entity shall be final and binding upon the Supplier</p>
5	<p>The one-year warranty period will start from the date of the final acceptance and NOT to the date of delivery indicated in the delivery receipt. In the event when a defective item is returned to the supplier within the one-year warranty period, the counting of days covered for warranty will be stopped on date when the item is reported defective to the Supplier through email (even if not acknowledged by</p>

	the Supplier), and will commence again on the date of delivery of the repaired replacement of new item due to manufacturer defect, repair only for end-user's fault.
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## *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	Description	Quantity	Total	Delivered, Weeks/Months
1	<p><b>Supply and Delivery of Various IT Equipment &amp; Peripherals for All PhilSCA Campuses</b></p> <p>1 unit Data Document Camera</p> <p>1 unit document projector</p> <p>4 units multi-media projector</p> <p><b>54 sets Desktop computer (with AVR)</b></p> <p><b>1 set 2EA Station Computer</b></p> <p>6 units Document Scanner</p> <p><b>2 units Smart LED TV 65"</b></p> <p>1 unit ID Card Direct to PVC Printer</p> <p><b>58 units of Laptop Computers</b></p> <p style="padding-left: 40px;"><b>11 units of Printer (Colored)</b></p> <p><b>6 units of Tablet Computers</b></p> <p>1 pc 16-Port Gigabit Easy Smart PoE Switch with 8-Port PoE+</p> <p>1 unit Cellular Phone</p> <p>58 units of External Hard Drive 1TB</p> <p>2 units of External Hard Drive 4TB</p> <p>1 units of External Hard Drive 8TB</p>	One (1) Lot	PhP 9,880,540.00	<del>Ninety Days (90)</del> <b>120</b> days upon receipt of Notice to Proceed

	<p>32 units of Printer (Colored)</p> <p>2 units of Printer (Dot Matrix) 9-pin Narrow Carriage Impact Printer</p> <p>4 units of Printer (Monochrome)</p> <p>1 unit of Scanner Document</p> <p>3 units of UTP Cable Cat6 1000ft/305m per box,23AWG, 4 pairs</p> <p>1 pc VGA Switch Video Switcher Box</p> <p>4 units of Web cam</p> <p>35 pcs of Wireless Dangle (Wireless connectivity)</p> <p>173 pcs keyboard &amp; mouse (Package)</p> <p>4 pcs of Network Tool Set</p> <p>7 pcs of Digital Voice Recorder</p> <p><b>Requirements:</b></p> <p><b>90-day delivery period</b></p> <p><b>The OS windows must be already installed prior to the delivery.</b></p> <p><b>All items are to be delivered in PhilSCA-Villamor Campus for inspection purposes.</b></p> <p><del><b>All items intended for PhilSCA-MBEAB campus will be freight to Cebu by the winning bidder.</b></del></p> <p><b>One year warranty on parts and services</b></p> <p><b>Holder of Authority to Distribute Certificate issued by the manufacturer.</b></p>			
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	<p><b>Desktop and Laptop Computers, Printers, Scanners, Projectors, Cellular Phone must be included in the Leaders Quadrant.</b></p> <p><b>There must be a repair center/station available within the NCR.</b></p> <p><b>The company is in business in the country for at least five (5) years.</b></p>			
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I hereby certify to comply and deliver all the above requirements in accordance with the above stated schedule.

<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Name of Company	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Signature over Printed Name of the authorized representative	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Date
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## ***Section VII. Technical Specifications***

# Technical Specifications

Item	Specification	Statement of Compliance
		<p><i>[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.]</i></p>
	<p><b>SUPPLY &amp; DELIVERY OF VARIOUS IT EQUIPMENT &amp; PERIPHERALS FOR ALL PHILSCA CAMPUSES</b></p>	<p>Indicate here Complied or not Complied, the Brandname and the actual specifications being offered by the bidder.</p> <p>Also, indicate the</p>

		exact page number or Tab for easy reference																	
1	<p><b>1 unit of Data Document Camera</b></p> <p>Specification: Resolution: Full HD, 1080p output resolution with 80 (60) Fps/ VGA, HDMI input/output/ Built in microphone/ One touch synchronous audio/video recording/ Compatible with USB flashdrive expandable to 4TB/ Jointless, Highly flexible gooseneck/ Plug &amp; play/ Innovative Built in power supply</p>																		
2.	<p><b>1 unit Document Projector</b></p> <p>Specification: Brightness 3,600 Ansi Lumens/ XGA Resolution (1024 x 768 dpi) / Contrast Ratio: 15,000:1/ Lamp: 10,000hrs</p>																		
3.	<p><b>Multi-Media Projector</b></p> <p>Specification: (outdoor) Brightness: <del>2,700</del> (at least 3600) Lumens / Maximum Resolution: Widescreen Full HD 1080p images up to 11ft. Connectivity: HDMI, Wifi, Bluetooth, VGA, USB Type, Sound: Built-in Stereo Speakers, 3.5mm Audio Out/ Screen Size Range: 30" x 132"</p>																		
4.	<p><b>Fifty-Four (54) sets of Desktop Computers</b></p> <p><b>Market study for costing and specs</b></p> <p><b>1- GSD specs 100K</b></p> <p><b>2- Accounting for Ngas</b></p> <table border="1"> <tr> <td>Specification:</td> </tr> <tr> <td>CPU : Core i5 atleast 12th gen</td> </tr> <tr> <td>Speed: At least 2.5 Ghz</td> </tr> <tr> <td>Chipset : Integrated</td> </tr> <tr> <td>CPU Cache : 9MB</td> </tr> <tr> <td>Turboboost Speed : 4.0Ghz</td> </tr> <tr> <td>GPU Model:</td> </tr> <tr> <td>Memory Clock (Gbps) : 8.0</td> </tr> <tr> <td>Memory Size : 3</td> </tr> <tr> <td>Memory Type : GDDR5</td> </tr> <tr> <td>Memory Interface Width: 192-bit</td> </tr> <tr> <td>Memory Bandwidth (GB/sec) : 192</td> </tr> <tr> <td>Multi-projection : Yes</td> </tr> <tr> <td>VR Ready : Yes</td> </tr> <tr> <td>GPU Boost : 3.0</td> </tr> <tr> <td>Microsoft Direct : 12</td> </tr> <tr> <td>Vulkan API: Yes</td> </tr> </table>	Specification:	CPU : Core i5 atleast 12th gen	Speed: At least 2.5 Ghz	Chipset : Integrated	CPU Cache : 9MB	Turboboost Speed : 4.0Ghz	GPU Model:	Memory Clock (Gbps) : 8.0	Memory Size : 3	Memory Type : GDDR5	Memory Interface Width: 192-bit	Memory Bandwidth (GB/sec) : 192	Multi-projection : Yes	VR Ready : Yes	GPU Boost : 3.0	Microsoft Direct : 12	Vulkan API: Yes	
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VR Ready : Yes																			
GPU Boost : 3.0																			
Microsoft Direct : 12																			
Vulkan API: Yes																			

OpenGL: 4.5	
Bus Support: Pcle 3.0	
Window 10 ready : Yes	
Linux Ready : Yes	
FreeBSDx86 Ready : Yes	
Max Digital Resolution @ 60Hz; 7680x4320	
HDCP: 2.2	
HDMI 2.0b: x 1	
Display Port 1.4: x3	
Dual Link DVI-D: x 1	
<b>MEMORY &amp; STORAGE</b>	
RAM : 8GB	
Memory Type: DDR4	
Memory Speed: 3200Mhz	
Expansion Slots: 2 x M.2	
Storage type: 1st Storage = SDD, 128GB / 2nd Storage = HDD, 1TB	
HDD : 1TB	
Optical Drive: 8x to 32 x DVD-Super Multi-Drive	
Rational Speed : 7200rpm	
<b>DISPLAY</b>	
Display Size : 23.8 inches	
Resolution: NanoEdge, Full HD 1920x1080	
<b>NETWORK:</b>	
Ethernet : RJ45 Integrated 10/100/1000 dual band	
WiFi : 802.11ac gigabit - class wi-fi	
<b>BACK I/O PORT</b>	
4 X USB 3.1	
1 x RJ 45 LAN	
1 x USB 2.0	
1 x HDMI - Out	
1 x Kensington Lock	
1 x Power Out	
1 x Audio Jack (s) (Mic/Headphone Combo)	
<b>POWER SUPPLY</b>	
Power Supply : 300-500 Watts Power Adapter	
<b>KEYBOARD &amp; MOUSE</b>	
USB wired	
<b>SOFTWARE</b>	
OS: Windows 10	
Version: Home, 64 bit	
Application: MS Office 2019	
<b>AUTOMATIC VOLTAGE REGULATOR</b>	
Maximum Power Output: 500VA	
Input Voltage : 190-250V AC	
Output Voltage : 110 & 220V AC; Single Phase, 60hz, Premium	
Quality; 100% Pure Copper Wire Moto;	

	100% True Output Power w/QC/ICC/DTI	
5.	<p><del>2EA</del> <b>1 set-2EA Work Station Computer</b></p> <p>Specifications:            Processor at least 12 cores, base 3.8GHz and 4.6 GHz maximum boost            Chipset/Motherboards: At least 36x usable PCIe® 4.0 lanes, Up to 14 SATA 6Gbps Ports, Up to 4 USB HiSpeed 480Mbps, Up to 12 USB 3.2 Gen2 Ports, Overclocking Support            GPU: at least 2,560 CUDA cores, 14Gbps GDDR6 memory, and a 1,770MHz boost clock            RAM Memory: 16GB DDR4-3200            Storage: 1TB SDD            Power Supply: 700W            Monitor – 23.8-26 inch Full HD (1920 x 1080), Overclockable 165Hz(above 144Hz)            Keyboard and Mouse and AVR</p>	
6	<p><b>6 units of Document Scanner</b></p> <p>Specification: Scan Snap SV600/ Image Scanner/ One button overhead scanning technology/ Scan an A3 size area in less than 3 seconds/ Book curve image-flattening technology and auto page turn detection sensor</p>	
7	<p><b>2 units of Smart LED TV 65”</b></p>	
8	<p><b>1 unit of ID Card Direct to PVC Printer</b></p>	
9	<p><b>Fifty-Eight (58) units of Laptop Computer</b></p> <p>Specification: Core i5-11400H   8GB DDR4   512GB SSD   GeForce RTX 3050Ti 4GB   Win10            15.6in display with IPS (In-Plane Switching) technology, Full HD 1920 x 1080, TM LED-backlit TFT LCD 16:9 aspect ratio, 45% NTSC color gamut Wide viewing angle up to 170 degrees Ultra-slim design   Intel Core i5-11400H processor (12 MB Smart Cache, 2.7 GHz with Turbo Boost up to 4.5 GHz, DDR4)   8GB of DDR4 3200 mhz system memory   512GB NVMe SSD   NVIDIA GeForce RTX 3050 Ti 4GB   Windows 10 Home/ free carrying bag</p>	
10	<p><b>11 units of Printer (Colored)</b></p> <p><b>Printer (Colored)</b>  <b>Printer Type:</b> Print, Scan, Copy, Fax with ADF  <b>Print Speed:</b> Draft, A4 (Black / Colour): Up to 33 ppm / 20 ppm *1  <b>Interface:</b> USB:USB 2.0, Network:Ethernet, Wi-Fi IEEE 802.11b/g/n, Wi-Fi DirectNetwork Protocol:TCP/IPv4, TCP/IPv6  <b>Copying:</b>            Maximum Copies from Standalone:99 copies, eduction /            Enlargement:25 – 400 %            Maximum Copy Resolution:600 x 600 dpi, Maximum Copy Size:Legal</p>	



	<p>ISO 29183, A4 Simplex Flatbed (Black / Colour):Up to 7.7 ipm / 3.8 ipm</p> <p><b>Scanning:</b> Scanner Type:Flatbed colour image scanner, Sensor Type:CIS, Optical Resolution:1200 x 2400 dpi, Maximum Scan Area:216 x 297 mm, Scanner Bit Depth (Colour):48-bit input, 24-bit output</p> <p><b>Fax Function:</b> Type Of Fax:Walk-up black-and-white and colour fax capability Receive Memory / Page Memory:1.1 MB, Page memory up to 100 pages, Error Correction Mode:ITU-T T.30, Fax Speed (Data Transfer Rate):Up to 33.6 kbps, Approx. 3 sec/page, Fax Resolution:Up to 200 x 200 dpi, Transmission Paper Size (Flatbed):Letter, A4Transmission Paper Size (ADF):A4, Letter, 8.5 x 13", Legal, Oficio 9, Mexico-Oficio, Indian-Legal, Receiving Paper Size:A4, Letter, Legal</p> <p><b>Paper Handling:</b> Number of Paper Trays:1, Standard Paper Input Capacity:Up to 100 sheets of Plain paper (80 g/m2), Up to 20 sheets of Premium Glossy Photo Paper, Output Capacity:Up to 30 sheets of Plain Paper (80 g/m2), Up to 20 sheets Premium Glossy Photo Paper Maximum Paper Size:215.9 x 1200 mm</p> <p><b>Supported OS and Applications:</b> Operating System Compatibility: Windows XP / XP Professional / Vista / 7 / 8 / 8.1 / 10 Windows Server 2003 / 2008 / 2012 / 2016 / 2019, Only printing functions are supported for Windows Server OS, Mac OS X 10.6.8 or later</p>	
11	<p>6-units of Tablet Computers</p> <p>Specification: Octacore 1.8Ghz+, 8.0", 8MP +5MP Camera, 32GB (up to 512GB) + 3GB with Stand and lock</p>	
12	<p>1 pc</p> <p>16-Port Gigabit Easy Smart PoE Switch with 8-Port PoE+</p>	
13	<p>1 unit Cellular Phone</p> <p>Storage RAM: 6Gb ROM: 128Gb</p> <p>CPU: Octa-core CPU, up to 2.4GHz GPU: Qualcomm® Adreno™ 610 GPU</p> <p>Display:  6.43" FHD+ AMOLED DotDisplay, Refresh rate: Up to 90Hz, Touch sampling rate: Up to 180Hz, Brightness: HBM 700 nits (typ), 1000 nits peak brightness Resolution: 2400 x 1080DCI-P3 wide color gamut 409 ppi</p> <p>Rear camera: 50MP wide camera/1.88MP ultra-wide camera/2.2FOV 118°2MP macro camera/2.42MP depth camera/2.4</p>	

	<p>Rear camera video recording1080p 1920x1080   30fps720p 1280x720   30fps</p> <p>Front camera: 13MP front camera/2.4Front camera video recording1080p 1920x1080   30fps720p 1280x720   30fps</p> <p>Battery: 5000mAh (typ) battery 33W fast charging USB Type C</p>	
14	<p><b>58 units of External Hard Drive 1TB</b></p> <p>Port: at least USB 3.0, no extra power cord needed, slim type, 2.5" HDD, Read speed: 120Megabytes/Sec, Hard Disk Rotational Speed 5400 RPM</p>	
15	<p><b>2 units of External Hard Drive (4TB)</b></p> <p>Capacity: 4Terabyte, Form Factor: 2.5 inches, Interface: at least USB 3.0, No power cord needed.</p>	
16	<p><b>1 unit of External Storage (8TB)</b></p> <p>Specification: External Storage w/ Enclosure; Capacity: 8GB; HDD size: 3.5"; Ports: 3.0 USB ports; Data transfer speed: 160Mb/s; Compatibility: Mac and Microsoft OS; Power Adaptor: with a power adaptor- dimension: 98.1x41x118mm</p>	
17	<p><b>32 units of Printer ( Colored)</b></p> <p>Printer Type: Scan, Copy, Print, Resolution : 5,760 x 1,440 DPI, Output Tray Capacity 30 Sheets, Nozzle Configuration: 180 Nozzles Black, 59 Nozzles per Color Printing Speed ISO/IEC 24734: 10 pages/min Monochrome, 5 pages/min Colour, 69 Seconds per 10 x 15 cm photo, Printing Speed: 15 pages/min Colour (plain paper 75 g/m<sup>2</sup>), 33 pages/min Monochrome (plain paper 75 g/m<sup>2</sup>), 27 Seconds per 10 x 15 cm photo ( Premium Glossy Photo Paper), Colours: Black, Cyan, Yellow, Magenta, Number of paper trays: 1, Paper Formats: C6 (Envelope), B5 (17.6x25.7 cm), A6 (10.5x14.8 cm), A5 (14.8x21.0 cm), A4 (21.0x29.7 cm), Legal, User defined, 13 x 18 cm, 10 x 15 cm, Letter, No. 10 (Envelope), DL (Envelope), 16:9</p>	
18.	<p><b>2 units of Printer (Dot Matrix)9-Pin Narrow Carriage Impact Printer</b></p> <p>Print method:Impact Dot Matrix 128kb input data buffer memory Creates up to 5-part form printout Control Panel:4 switches and 5 LEDs Print Direction:Bi-direction with logic seeking Number of Pins in Head:24 pins Control Code:ESC/P2 and IBM PPDS emulation High Speed Draft:10cpi: 347 cps12cpi: 416 cps Draft:10cpi: 260 cps12cpi: 312 cps15cpi: 390 cps(Condensed) 17cpi: 222 cps(Condensed) 20cpi: 260 cps</p>	
19	<p><b>4 units of Printer (Monochrome)</b></p> <p>Compact integrated tank design</p>	

	<p>High-yield pigment ink bottle  Print speed up to 39ppm (20ipm)  Print, scan, copy  Auto duplex printing</p>	
20	<p><b>1 unit of Scanner Document</b></p> <p>Specifications:  Type : Sheet-fed, 1-pass duplex color scanner  Sensor Type : Contact Imaging Color Scanner  Light Source : 3-color RGB  Optical Resolution : not less than 600 dpi  Max. Interpolated Reso : not less than 1200 dpi  Document Feeder Size : Minimum 2" x 2"  Maximum 8.5" x 240"  Paper Weight : 27 – 413 g/m2  Connectivity : Superspeed USB 3.0  Daily Duty Cycle : not less than 4,000 sheet  Power Requirement : 100 – 240 VAC  Dimension : not more than 11" x 6.5" x 6.5"  Consumables : Roller Assembly Kit: not less than 200,000 cycles</p>	
21	<p><b>3 pcs of UTP Cable Cat6 1000ft/305m per box, 23AWG, 4 pairs</b></p>	
22	<p><b>1 pc of VGA Switch Video Switcher Box</b>  VGA Switch Video Switcher Box; Resolution: atleast 1920*1440;  Speed: atleast 250MHz; Input: 8 vga ports; Output: 1 vga port;  Support Selector for PC Monitor TV Projector</p>	
23	<p><b>Web Cam</b>  HD 720p/30fps video calling and HD video recording, Video capture: Upto 1280 x 720 pixels, Crisp 3 MP photos technology, Hi speed USB 2.0, Compatible with: Windows 10 or later, Windows 8, Windows 7, Works in USB video device class (UVC) mode with supported video calling clients: MacOS 10.10 or later, Chrome OS, Android v 5.0 or above,</p>	
24	<p><b>35 units of Wireless Dangle (Wireless Connectivity)</b>  USB 2.0, 150Mbps, IEEE 802.11b, IEEE 802.11g, IEEE 802.11n, Frequency : 2.400-2.4835GHz, Wireless Security : Supports 64/128 WEP, WPA/WPA2, WPA-PSK/WPA2-PSK (TKIP/AES), supports IEEE 802.1X</p>	
25	<p><b>173 units of Keyboard &amp; Mouse (Package)</b> Specification: Optical Mouse USB interface; 3 buttons; Keyboard 104keys, USB Interface and 1.5M cord length</p>	
26	<p><b>4 units of Network Tool Set</b>  Mini cable stripper, Multiply Cable Stripper, Punch down tool, Cable Tester (Battery Included), Crimping Tool(RJ45, RJ11, RJ12)</p>	
27	<p><b>7 units of Digital Voice Recorder</b>  General features:  199 MAXIMUM FILES PER FOLDER, CALENDAR SEARCH, Built-In Lithium Battery, Lcd Backlight, mp3/pcm recording format, USB charging, 4Gb built-in memory expandable via microSD</p>	

	<p>(SDHC/SDXC), 5000 maximum files, can be connected to PC, with a built-in microphone, lpcm/mp3,aac/wma playback format, at least 15hrs battery life, fast charge feature.</p> <p>Recording: VOR, FM Radio Recording, Recording Monitor, Scene Select, Sync Recording Function</p> <p>Playback and Edit: Can change folder name (without using pc), digital pitch control (speed control), can move file without using pc, graphic equalizer, with noise cut (clear voice), with erase function, track mark, protect, easy search, file copy, and a-b repeat</p>	
	<p><b>Other Requirements/Conditions:</b></p> <p><b>90 120-day delivery period. No deliveries shall be accommodated without (1) Detailed Delivery Receipts which identifies the quantity, the name of the equipment/unit, serial numbers and costings. Delivery Receipts must be acknowledged by the Supply/Property Officer.</b></p> <p><b>The OS windows must be already installed prior to the delivery.</b></p> <p><b>All items are to be delivered in PhilSCA-Villamor Campus for inspection purposes.</b></p> <p><b>All items intended for PhilSCA-MBEAB <del>Medellin</del> <b>Medellin</b> campus will be freight to Cebu by the winning bidder.</b></p> <p><b>One year warranty on parts and services.</b></p> <p><b>Computers, Printers, Scanners, Projectors, Cellular Phone must be included in the Leaders Quadrant</b></p> <p><b>Holder of Authorized Distributorship from the manufacture or <b>Certificate of Reseller</b></b></p> <p><b>Existing repair center/station within the NCR <b>and Mactan.</b></b></p> <p><b>The company is in business operation for the last five (5) years in the country.</b></p>	

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, post-qualification or the execution of the contract, the same shall give rise to the imposition of administrative sanctions and the forfeiture of bid security or the performance security posted consistent with section 69.1 and 69.2 of the revised Implementing Rules and Regulations of the Republic Act No. 9184.

Name of Company

Signature over Printed Name of the  
authorized representative

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);  
**or**
- ☐ (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,  
**and**
- ☐ (c) Mayor’s or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;  
**and**
- ☐ (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

#### Technical Documents

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

#### Financial Documents

- ☐ (k) The Supplier’s audited financial statements, showing, among others, the Supplier’s total and current assets and liabilities, stamped “received” by the

BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**

- ☐ (1) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);

**or**

A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

***Class “B” Documents***

- (m) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;

**or**

duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

- (n) *Other Requirements: Downloaded copy of Supplemental Bid Bulletin issued/posted in the College’s website or PhilGEPS website;*
- (o) *Photocopy of the Official Receipt for the purchase of Bidding Document;*
- (p) *Certificate of Authority to Distribute issued by the manufacturer*
- (q) *Presence of Repair Center within the NCR*
- (r) *One Flash drive containing the scanned copy of all documents submitted in the Technical Component Envelope (per tabbing’s/title)*

**FINANCIAL COMPONENT ENVELOPE**

- (a) Original of duly signed and accomplished Financial Bid Form; **and**
- (b) Original of duly signed and accomplished Price Schedule(s).

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

- (c) *[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.
- (d) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.



## **SAMPLE FORMS**

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## Bid Form

---

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

Invitation to Bid<sup>2</sup> N<sup>o</sup>:Project ID No. \_\_\_\_\_

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

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods]* in conformity with the said Bidding Documents for the sum of *[total Bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in **BDS** provision for **ITB** Clause 17.1 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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:<sup>3</sup>

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

(if none, state "None")

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

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

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<sup>2</sup> If ADB, JICA and WB funded projects, use IFB.

<sup>3</sup> Applicable only if the Funding Source is the ADB, JICA or WB.

We certify/confirm that we comply with the eligibility requirements as per **ITB** Clause 5 of the Bidding Documents.

We likewise certify/confirm that the undersigned, *[for sole proprietorships, insert: as the owner and sole proprietor or authorized representative of Name of Bidder, has the full power and authority to participate, submit the bid, and to sign and execute the ensuing contract, on the latter's behalf for the Name of Project of the Name of the Procuring Entity]* *[for partnerships, corporations, cooperatives, or joint ventures, insert: is granted full power and authority by the Name of Bidder, to participate, submit the bid, and to sign and execute the ensuing contract on the latter's behalf for Name of Project of the Name of the Procuring Entity].*

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.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

\_\_\_\_\_  
*[signature]*

\_\_\_\_\_  
*[in the capacity of]*

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

---

**Contract Agreement Form**

**Omnibus Sworn Statement (Revised)**

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

**A F F I D A V I T**

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 Unified Guidelines on Blacklisting;****

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

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

6. *Select one, delete the rest:*

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

*If a partnership or cooperative:* None of the officers and members of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

*If a corporation or joint venture:* None of the officers, directors, and controlling stockholders of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

8. *[Name of Bidder]* is aware of and has undertaken the following responsibilities as a Bidder:

- a) Carefully examine all of the Bidding Documents;
- b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
- c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
- d) Inquire or secure 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.

\_\_\_\_\_  
Bidder's Representative/Authorized Signatory

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

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

**NAME OF NOTARY PUBLIC**

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

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

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

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

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

Doc. No.  
Page No.  
Book No.  
Series of

**BID SECURING DECLARATION FORM**

---

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

X.....-.....-.....X

**BID SECURING DECLARATION**

**Invitation to Bid:** *[Insert Reference number]*

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

I/We<sup>4</sup>, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
  - (a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
  - (b) I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;
  - (c) I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

---

<sup>4</sup> Select one and delete the other. Adopt the same instruction for similar terms throughout the document.



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

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

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

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

**NAME OF NOTARY PUBLIC**

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

Doc. No.  
Page No.  
Book No.  
Series of

**Statement of all Ongoing Contracts including Awarded but not yet Started Government & Private Contracts, whether similar or not similar in nature and complexity to the contract to be bid**

Name of Contract (Project Title and Name of Entity)	Date of contract	Contract duration	Owner's name and address	kind of Goods	Amount of contract	Value of outstanding works	Date of Delivery
							<i>(Date of Delivery shall refer to the expected date the project shall be fully completed/delivered or paid)</i>

**Note:**

- 1. Current/on-going extended contracts should be included in the list**
- 2. On-going extended contracts should be included in the list.**

**Instructions:**

- a) If there is no ongoing contract including awarded but not yet started as of the aforementioned period, state none or equivalent term.
- b) The total amount of the ongoing and awarded but not yet started contract should be consistent with those used in the Net Financing Contracting Capacity (NFCC) in case an NFCC is submitted as an eligibility documents

**Submitted by:**

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

Authorized Representative: \_\_\_\_\_

(Signature over printed name)

Designation: \_\_\_\_\_

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

**Statement of Single Largest Completed Contract similar to the contract to be bid within the five (5) years period**

This is to certify that the project named below is the Single Largest Completed Contract similar to the contract to be bid, within the five (5) years period

Name of Contract (Project Title and Name of Entity)	Date of contract	Contract duration	Owner's name and address	Kind of Goods	Amount of completed contracts, adjusted by the bidder to current prices using PSA's consumer price index, if necessary	Date of Delivery  <i>(Date of Delivery shall refer to the date the project was fully delivered, completed or paid)</i>

Note: Bidder shall attach the following:

- 1. Photocopy of approved Contract or Purchase Order/Work Order**
- 2. End-user's Certificate of Completion or Acceptance from bidder's client or Official Receipt issued for the contract covering the full amount of the contract**

**Submitted by:**

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

Authorized Representative: \_\_\_\_\_

(Signature over printed name)

Designation: \_\_\_\_\_

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

**AUTHORITY OF SIGNATORY  
(For Corporation)**

I, (Name of Corporate Secretary), of legal age, Filipino, with business address at \_\_\_\_\_, after being duly sworn to in accordance with law do hereby depose and state:

That I am the duly elected Corporate Secretary of (Name of Corporation), a corporation duly organized and existing under and by virtue of applicable Philippine laws: That at the special meeting of the Board of Directors of the said corporation, duly called and held at the principal office on (Date of Meeting) at which a quorum was presented and voting throughout the following resolution was unanimously approved to wit:

“RESOLVED, any of the following whose specimen signature/initials and copy of acceptable government issued identification cards with signatures as attachment, is/are authorized to sign in behalf of the Corporation, to submit documents and represent solely for the purpose of complying with the (Name of Project).

NAME	ID WITH SIGNATURE PRESENTED	SPECIMEN SIGNATURE	SPECIMEN INITIALS

IN WITNESS WHEREOF, I have hereunto affix my signature this \_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_.

PRINTED NAME/SIGNATURE  
CORPORATE SECRETARY

SUBSCRIBED AND SWORN TO before me in the City of \_\_\_\_\_ this day of \_\_\_\_\_ by (Name of Corporate Secretary) who has satisfactorily proven to me his/her identity through his/her (Identification Card presented), that he/she is the same person who personally signed before me the foregoing Affiant and acknowledged that he/she executed the same.

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**AUTHORITY OF SIGNATORY  
(For Sole Proprietor/Partnership)**

I, (Name Owner/Managing Partner), of legal age, [civil status], Filipino, and residing at [address of affiant], after having been duly sworn in accordance with law do hereby depose and state that:

1. I am the Sole Proprietor/Managing Partner of [Name of Bidder], with office address at [Address of Bidder];
2. As the Sole Proprietor/Managing Partner of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to represent it in the bidding for [Name of the Project] of the [Name of the Procuring Entity];
3. As the Sole Proprietor/Managing Partner of [Name of Bidder], I authorized [Name of Representative] whose specimen signature/initials and copy of acceptable government issued identification cards with signatures as clearly shown attachment, is authorized to sign in behalf of the [Name of Bidder], to submit documents and represent solely for the purpose of complying with the bidding of [Name of Project]

NAME	ID WITH SIGNATURE PRESENTED	SPECIMEN SIGNATURE	SPECIMEN INITIALS

IN WITNESS WHEREOF, I have hereunto affix my signature this \_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_.

PRINTED NAME/SIGNATURE

SUBSCRIBED AND SWORN TO before me in the City of \_\_\_\_\_ this day of \_\_\_\_\_ by (Name of Corporate Secretary) who has satisfactorily proven to me his/her identity through his/her (Identification Card presented), that he/she is the same person who personally signed before me the foregoing Affiant and acknowledged that he/she executed the same.

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 Series of. \_\_\_\_\_

**Price Schedule for Goods Offered from Within the Philippines**

*[shall be submitted with the Bid if bidder is offering goods from within the Philippines]*

**For Goods Offered from Within the Philippines**

Name of Bidder \_\_\_\_\_ Project ID No. \_\_\_\_\_ Page \_\_\_ of \_\_\_

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit  (col 5+6+7+8 )	Total Price delivered Final Destination  (col 9) x (col 4)

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

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

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

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

## Price Schedule for Goods Offered from Abroad

*[shall be submitted with the Bid if bidder is offering goods from Abroad]*

### *For Goods Offered from Abroad*

Name of Bidder \_\_\_\_\_ Project ID No. \_\_\_\_\_ Page \_\_\_\_ of \_\_\_\_

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place  (specify border point or place of destination)	Total CIF or CIP price per item  (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)

Name: \_\_\_\_\_ Legal Capa

