

IBP Road, Constitution Hills, Batasang Pambansa Complex, 1126 Quezon City Telephone Nos. Telephone Nos. (02) 8931-7935 or 39 Local 508; 8931-7990 Email Add: csc.ofam.pmd@gmail.com

Procurement of GOODS

"Procurement of Laptop Units with Docking Station, Keyboard, Mouse and Monitor"

Project ID No. 2022-11 PR No. 2022-05-0398

> Sixth Edition July 2020

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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.

 $\mathbf{EXW} - \mathbf{Ex}$ 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



IBP Road, Constitution Hills, Batasang Pambansa Complex 1126 Quezon City, Philippines

Invitation to Bid for the "Procurement of Laptop Units with Docking Station, Keyboard, Mouse and Monitor"

- 1. The Civil Service Commission Central Office through the General Appropriations Act (GAA) of FY 2022 intends to apply the sum of Twenty-Four Million Three Hundred Thousand Pesos (PHP24,300,000.00) being the Approved Budget for the Contract (ABC) to payments under the contract for the "Procurement of Laptop Units with Docking Station, Keyboard, Mouse and Monitor" under Project Identification" Number 2022-11. Bids received in excess of the ABC shall be automatically rejected at bid opening.
- 2. The Civil Service Commission Central Office now invites bids for the abovementioned Procurement Project. Delivery of the Goods as specified in Section VI (Schedule of Requirements) of the Bidding Documents. Bidders should have completed a contract similar to the Project within **Five** (5) **years** from the date of submission of bids for this 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 (RIRR) of Republic Act (RA) No. 9184.
 - Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
- 4. Prospective Bidders may obtain additional information from the Civil Service Commission Central Office, through the CSC-BAC Secretariat and inspect the Bidding Documents at the address given below during office hours.
- 5. A complete set of Bidding Documents may be acquired by interested Bidders from August 23, 2022 and onwards from the www.csc.gov.ph/procurement (CSC Website). Upon submission of bids, the bidder shall pay the fee in the amount of Fifteen Thousand Pesos (PHP15,000.00). The bidding documents may also be secured from

the CSC BAC-Secretariat upon payment of the corresponding fee. The Procuring Entity shall allow the bidder to present its proof of payment for the fees which will be presented in person, by facsimile, or through electronic means.

The CSC accepts <u>manual payment</u> at the CSC Cashier Unit located at the CSC Mainbuilding, or <u>online payment</u> with the Land Bank of the Philippines (LBP) through Deposit/Fund Transfer to the CSC Bids and Awards Committee Account at the LBP - Batasan Branch with the following details:

Account Name: CSC BIDS AND AWARDS COMMITTEE

Account Number: 003122-1019-82

The Bidders shall submit and send through email at **csc.ofam.pmd@gmail.com** a scanned or screenshot of the Transaction Receipt/ Deposit Slip/ Official Receipt as their proof of payment at least a day before the date of bid opening.

Bidders which previously purchased and paid fee for the Public Bidding Documents (PBD) during the first bidding or subsequent bidding are no longer required to pay the bidding documents fee during the second bidding and thereafter for the aforesaid project.

6. The Civil Service Commission – Central Office will hold a **Pre-Bid Conference** on **August 25, 2022 at 1:30 p.m. through videoconferencing** using *Microsoft Teams* as platform and shall be open to interested bidders. Below is the invitation link to the pre-bid conference:

Link here:

 $https://teams.microsoft.com/l/meetup-join/19\% 3 ameeting _MDUwY2NhZDUtNGQ4OS00OTQ4LWI4MTgtYWNIZTYxM2I5YTI0\% 40 thread.v2/0? context=\%7b\%22Tid\%22\%3a\%22b18ff772-1cac-4521-9a8b-f077b03a9db6\%22\%2c\%22Oid\%22\%3a\%22d3e2eff5-d07e-4d8c-b558-e4614f86a95c\%22\%7d$

7. **Bids** must be duly received by the BAC Secretariat through online or electronic submission of bid documents (softcopy) with password protection at the email address indicated below on or before September 12, 2022 at 9:30 a.m. Late bids shall not be accepted.

Bidders are requested to submit manually the original bid documents (hardcopy) on or before September 12, 2022 at 9:30 a.m. in the address indicated below. Submission and opening of bids will be done pursuant to the guidelines set forth in GPPB Resolution No. 09-2020 and GPPB Resolution No. 12-2020.

- 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 **September 12, 2022 at 1:30 p.m.** through videoconferencing via Microsoft Teams using an invitation link below:

Link here:

 $https://teams.microsoft.com/l/meetup-join/19\% 3 ameeting _YjVlODI4MmMtZjQ3Ny00YmY5LWFjYTItNWY2MzQyYWFhN2M3\% 40 thread.v2/0? context=\%7b\% 22Tid\% 22\% 3a\% 22b18ff772-1 cac-4521-9a8b-f077b03a9db6\% 22\% 2c\% 22Oid\% 22\% 3a\% 22d3e2eff5-d07e-4d8c-b558-e4614f86a95c\% 22\% 7d$

Pursuant to Item 4.2 (B) of the GPPB Resolution No. 09-2020, Bidder must allow to a password-protected Bidding Documents on opening date and time. The passwords for accessing the file will be disclosed by the Bidders only during the actual bid opening which may be done in person or face-to-face through videoconferencing, webcasting or similar technology.

In case of technicality/error in opening of electronic bid documents using password, the BAC shall open and check the submitted hardcopy of bid documents and which shall serve as references of the BAC in the bidding.

- 10. During BAC meetings, representative(s) of prospective bidders must present **Letter of Intent & Authorization Letter** from their company and must have a valid Identification Card (Company ID or any Government-issued ID) which may be done in person or through electronic means.
- 11. The Civil Service Commission Central Office reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
- 12. For further information, please refer to:

CSC-CO BAC Secretariat Civil Service Commission – Central Office IBP Road, Constitution Hills, Quezon City Trunkline No. (02) 8931-7935 or 39, local 508 Direct Line: (02) 8931-7990; Fax No. 8931-8029 Email Address: csc.ofam.pmd@gmail.com

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

www.csc.gov.ph/procurement or www.philgeps.gov.ph

ATTY. ARIEL G. RONQUILLO

CSC Assistant Commissioner and Chairperson, Bids and Awards Committee

_August 17, 2022___ Date

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, Civil Service Commission – Central Office wishes to receive Bids for the "Procurement of Laptop Units with Docking Station, Keyboard, Mouse and Monitor" with Project ID No. 2022-11.

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 CY 2022 in the amount of **PHP24,300,000.00.**
- 2.2. The source of funding is the GAA of FY 2022.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.

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

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 Subcontracting is not allowed.

8. Pre-Bid Conference

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

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

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

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);

- ii. The cost of all customs duties and sales and other taxes already paid or payable;
- iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
- iv. The price of other (incidental) services, if any, listed in e.

b. For Goods offered from abroad:

- i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
- ii. The price of other (incidental) services, if any, as listed in **BDS**.

13. Bid and Payment Currencies

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

14. Bid Security

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

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

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "passed," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII** (**Technical Specifications**), although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as one 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

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB	
Clause	
5.3	For this purpose, <u>contracts similar to the Project</u> shall be:
	a. Supply and delivery of laptop units with docking station, keyboard,
	mouse and monitor
	b. Completed in five (5) years prior to the deadline for the submission and receipt of bids.
7.1	Subcontracting is not allowed.
7.1	Subcontracting is not anowed.
12	The price of the Goods shall be quoted DDP in Quezon City or the applicable International Commercial Terms (INCOTERMS) for this Project.
	international commercial forms (if (co 1214/18) for ans frojects
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:
	a. The amount of not less than PHP 486,000.00 , if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of
	, , ,
	credit; or h. The amount of not less than PUD 1 215 000 00 if hid security is in Surety.
	b. The amount of not less than PHP 1,215,000.00 , if bid security is in Surety Bond.
15	Bidders are requested to submit manually original bid documents
	(hardcopy) on or before September 12, 2022 at 9:30 a.m. at Civil Service
	Commission – Central Office, IBP Road, Constitution Hills, Quezon City.
19.3	The Project shall be awarded in one Contract.
20.2	For purposes of Post-Qualification the following document(s) shall be required:
20.2	To purposes of rost Quantitation the following document(s) shall be required:
	 Proof of completion of the single largest contract as identified in the Statement of Single Largest Contract, which shall be copy of any verifiable document(s) such as but not limited to the following: (a) Contract/s or Purchase Order/s; (b) corresponding Sales Invoice/s; (c) Official Receipt/Cash Receipt/Collection Receipt; (d) Certificate of Satisfactory Completion.
	2. Latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS)
	3. Valid and updated PhilGEPS Certificate of Registration (Platinum Membership), if bidder opted to submit the eligibility documents under the Certificate during opening of bids.
	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.

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 prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the SCC, Section IV (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

000	Special Conditions of Contract
GCC Clause	
1	Delivery and Documents –
	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:
	"The delivery terms applicable to the Contract are DDP delivered to Quezon City. In accordance with INCOTERMS."
	The delivery terms applicable to this Contract are delivered to Quezon City. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination."
	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).
	For purposes of this Clause the Procuring Entity's Representative at the Project Site is Mr. Roderick S. Tomas of Integrated Records Management Office (IRMO).
	Incidental Services –
	The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:
	 a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; 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 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.
	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:

- 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 six (6) years.

Spare parts or components shall be supplied as promptly as possible, but in any case, within a month of placing the order.

Packaging -

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.

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.

The outer packaging must be clearly marked on at least four (4) sides as follows:

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

Transportation -

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.

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.

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	Statement of Compliance of the Bidder
	Procurement of Laptop Units with Docking Station, Keyboard, Mouse and Monitor	One (1) Lot	1	I. DELIVERY Equipment must be delivered by the Winning Bidder to CSC Central Office and sixteen (16) Regional Offices CSC REGIONAL OFFICES DELIVERY Within 45 calendar days upon receipt of Notice to Proceed, ICT equipment in Item 3.C must be available for CSC personnel inspection in the bidder/product manufacturer's office/warehouse. The equipment must be configured as pointed out in Item 4.B (Bidder Responsibilities for Laptops in Item 3.C). Within 75 calendar days upon receipt of Notice to Proceed, the winning bidder must deliver the following ICT equipment in Item 3.C to each of the sixteen (16) CSC Regional Offices as follows: • 10 x Laptop with bag (peripherals included); • 10 x Docking station; • 10 x Monitor; • 10 x Keyboard and Mouse. The same, the remainder in excess of the total equipment for CSC Regional Offices (Item 3.C) must be delivered to CSC Central Office.	

		Statement of Compliance of the Bidder
	CSC CENTRAL OFFICE DELIVERY	
	Within 45 calendar days upon receipt o Notice to Proceed, Items 3.A and 3.I must be delivered to CSC Central Office	3
	Within 60 calendar days upon receipt o Notice to Proceed, all other equipmen deliveries including the remaining Iten 3.C must be delivered to CSC Centra Office.	t 1
	Bidder responsibilities must be completed within 75 calendar days upon receipt of Notice to Proceed by the winning Bidder.	n
	* * *	

Section VII. Technical Specifications

Technical Specifications

Item		Statement of Compliance of the Bidder	
	Project Title: Procurement of Mouse and Moni	Laptop Units with Docking Station, Keyboard, tor	
	1. INTRODUCTION		
		e effective public service, the Commission shall procure peripherals to address work mobility challenges and to in the Commission.	
	This document shall provide the equipment specifications and bidder	bidder with a general understanding of the required 's responsibilities.	
	2. OBJECTIVE		
	To augment ICT equipment for faste and	er processing/delivery of quality office outputs/services;	
	To equip employees with reliable remote and in-office work arrangement	mobile computers and ergonomic docking stations for ents.	
	3. TECHNICAL SPECIFICATION	DNS	
	A. 13.3" DISPLAY LAPTOP		
	PARTICULARS	MINIMUM SPECIFICATIONS	
	Chip	8-core CPU with 4 perform-ance cores and 4	
		efficiency cores;	
		8-core GPU;	
	Battery and Power	16-core Neural Network/Processing Hardware Built-in 49.9-watt-hour lithium-polymer battery;	
	Dattery and Fower	30W USB-C Power Adapter;	
		USB-C Charge Cable (2m)	
	Charging and Expansion	Two Thunderbolt and/or USB 4 with support	
		for:	
		Charging;	
		DisplayPort;	
		Thunderbolt 3 (up to 40 Gbps);	
		USB 4 (up to 40Gbps);	
	Memory	USB 3.1 Gen 2 (up to 10 Gbps) 8GB unified memory	
	Storage	512GB SSD	
	Keyboard and Trackpad	Backlit keyboard with:	
	Tie joodie und Truckpud	78 (U.S.) or 79 (ISO) keys including 12 function	
		keys and 4 arrow keys in an inverted-T arrangement	
		Ambient light sensor;	

Trackpad with precise cursor control and pressuresensing capabilities; enables pressure-sensitive drawing, and multi-touch gestures Wireless Wi-Fi 802.11ax Wi-Fi 6 wireless networking; IEEE 802.11a/b/g/n/ac compatible Bluetooth Bluetooth 5.0 wireless technology Camera 720p HD camera 13.3-inch (diagonal) LED-backlit display with IPS; Display 400 nits brightness Video Support Simultaneously supports full native resolution on the built-in display at millions of colors and: One external display with up to 6K resolution at 60Hz; Thunderbolt 3 digital video output Native DisplayPort output over USB-C; VGA, HDMI, DVI, and Thunderbolt 2 output supported using adapters Audio Stereo speakers; Wide stereo sound; Three-mic array with directional beamforming; 3.5mm headphone jack **Operating Requirements** Line voltage: 100V to 240V AC; Frequency: 50Hz to 60Hz Latest proprietary business/professional grade OS Operating System supported Other Requirements Weight: Maximum 1.3Kgs; Three (3) years warranty including Parts, Labor and On-Site Support;

Compliance of the Bidder

Statement of

B. 16" DISPLAY LAPTOP – 2 unit (Brand New)

U DISTEMIT EMITOR	2 difft (Brand New)
PARTICULARS	MINIMUM SPECIFICATIONS
Chip	2.3GHz 8-cores, Turbo Boost up to 4.8GHz, with
	16MB shared L3 cache
Memory	32GB 2666MHz DDR4
Storage	1TB SSD
Keyboard and Trackpad	Backlit Keyboard with:
	65 (U.S.) or 66 (ISO) keys including 4 arrow keys
	in an inverted-T arrangement;
	Ambient light sensor;
	Trackpad with precise cursor control and pressure-
	sensing capabilities;
	Enables pressure-sensitive drawing and multi-touch
	gestures
Wireless	802.11ac Wi-Fi;
	Bluetooth 5.0 wireless technology
Camera	720p HD camera

Color: silver (preferred)

Statement of Compliance of the Bidder

Display	16-inch (diagonal) LED-backlit display with IPS;
	500 nits brightness
Video Support	8GB of GDDR6 memory;
	3072 by 1920 pixels;
	Wide color (P3)
Audio	High-fidelity six-speaker system with force-
	cancelling woofers;
	Wide stereo sound;
	Studio-quality three-mic array with high signal-to-
	noise ratio and directional beamforming;
	3.5mm headphone jack
Ports	Four Thunderbolt 3 (USB-C) ports
Power and Battery	Up to 11 hours wireless web;
,	Integrated 100-watt-hour lithium-polymer battery;
	96W USB-C Power Adapter, 220V 50-60Hz;
	USB-C Charge Cable (2m)
Operating System	Latest proprietary business/professional grade OS
1 6 7	supported by the workstation
Other Requirements	Weight: Maximum 2.2Kgs;
•	Three (3) years warranty including Parts, Labor and
	On-Site Support;
	Color: silver (preferred)
	1 /

C. 14" DISPLAY LAPTOP – 290 (Sets of Laptop, Docking Station, Monitor, Keyboard and Mouse; Brand New)

PARTICULARS	MINIMUM SPECIFICATIONS
Processor	# of Cores: 4
	# of Threads: 8
	Frequency/Base Clock: 2.10 GHz
Memory	8GB (1x8GB) SO-DIMM DDR4 3200
Storage	512GB SSD M.2 2242 PCIe 3.0x4 NVMe
Camera	720p with Privacy Shutter or built-in camera cover,
	with 2x, Array microphone
Display	14" FHD (1920x1080) Anti-glare;
	220 nits brightness
Audio	High Definition (HD) Audio
Operating System	Latest proprietary business/professional grade OS
	supported by the workstation;
	With storage encryption
	64-bit version
Input Devices	Built-in pointing stick and multi-touch touchpad
Ports & Connectors	1x Ethernet (RJ-45);
	1x USB 2.0;
	1x USB 3.2 Gen 1 (Always On);
	1x HDMI;
	1x headphone / microphone combo jack (3.5mm);
	1x Thunderbolt 4 / USB4 40Gbps (supports data
	transfer, Power Delivery 3.0 and DisplayPort 1.4)
	OR USB-C 3.2 Gen 1 (supports DisplayPort Alt
	Mode and Power Delivery)

Communications	100/1000M Ethernet; WLAN 6, 2x2 + BT5.1
Communications	Bluetooth
Battery	Capacity: 45Wh;
	Technology: lithium ion
Dock	Dock (same brand) compatible with the laptop
	Docking Interface: USB-C Cable
	Video Ports:
	o Two DisplayPort
	o HDMI Port
	USB Ports
	o Two USB 2.0
	o Three USB 3.1 Gen 2 (10 Gbps, 1 x
	always-on charging)
	o One USB-C (10 Gbps, 5V, 3A)
	Audio Ports:
	Stereo/Microphone Combo
	Networking Port: Giochit Ethornot
	Gigabit Ethernet Dhysical Security
	Physical SecuritySecurity lock slot
Other Requirements	Weight: Maximum 1.7Kgs;
Other Requirements	Three (3) years warranty including Parts, Labor and
	On-Site Support;
	USB-C AC Adapter, AC 120/230 V (50/60 Hz) 65
	Watt;
	Compatible wired keyboard (same brand), battery
	included;
	Compatible wireless mouse (same brand), battery
	included;
	Compatible computer monitor Full HD diagonal
	display size of 21 inches (same brand, with VGA
	and HDMI connector);
	HDMI cable or HDMI to VGA adapter for
	connecting computer monitor to docking station if
	docking station does not support VGA;
	Laptop bag (same brand); CSC Logo displayed during the boot;
	CSC Logo displayed during the boot,

Statement of Compliance of the Bidder

D. 20 x DISPLAY PORT TO VGA ADAPTER

E. 1 x 512GB M.2 SSD

4. BIDDER RESPONSIBILITIES

A. The winning bidder must conduct an orientation (online/face-face) that will showcase the features of the laptops including instructions on how to use the docking station and how to avail support. The schedule must be approved by CSC.

Statement of Compliance of the Bidder

B. For Laptops in ITEM 3.C:

- The winning Bidder must install/include the CSC logo through BIOS Loading.
- The winning Bidder must encrypt the storage of each laptop and remove unwanted software (bloatware except security related) to be determined by the CSC authorized representative. Recovery Keys generated from the storage encryption must be surrendered to CSC authorized representative in a removable USB storage and submit a signed document stating that the winning bidder will not use or distribute the recovery keys without authorization from CSC.

C. The winning Bidder must assign at least two (2) technical personnel who shall assist CSC personnel in the inspection of the ICT equipment in the bidder/product manufacturer's office/warehouse prior to delivery to the Regional Offices.

5. BIDDER QUALIFICATIONS

Bidders must submit a vendor certification stating that all equipment to be supplied are brand new, up-to-date product as of the date of submission of the bid offer, or the latest product thereafter and intended for Philippine market that meets the minimum technical specifications.

Bidders must indicate their proposed brand and model in the Technical Requirements.

The Bidders or Product Manufacturers must be certified ISO 9001-2008 or later (Quality Management).

The Bidders or Product Manufacturers must be certified ISO 14001-2004 or later (Environmental Management System).

6. WARRANTY AND MAINTENANCE

The warranty on Laptop products includes free parts, labor, and on-site support. The warranty shall also cover the immediate replacement of equipment (service unit) with the same or higher specifications during pull-out of defective units or defective parts, free of charge.

For other hardware products wherein warranty and maintenance were not mentioned in Item 3, Technical Specifications, there shall be at least one (1) year of warranty including free parts, labor, and on-site support.

7. DELIVERY

Equipment must be delivered by the Winning Bidder to CSC Central Office and sixteen (16) Regional Offices.

Statement of Compliance of the Bidder

CSC REGIONAL OFFICES DELIVERY

Within **45 calendar days** upon receipt of Notice to Proceed, ICT equipment in Item 3.C must be available for CSC personnel inspection in the bidder/product manufacturer's office/warehouse. The equipment must be configured as pointed out in Item 4.B (Bidder Responsibilities for Laptops in Item 3.C).

Within **75 calendar days** upon receipt of Notice to Proceed, the winning bidder must deliver the following ICT equipment in Item 3.C to each of the sixteen (16) CSC Regional Offices as follows:

- 10 x Laptop with bag (peripherals included);
- 10 x Docking station;
- 10 x Monitor;
- 10 x Keyboard and Mouse.

The same, the remainder in excess of the total equipment for CSC Regional Offices (Item 3.C) must be delivered to CSC Central Office.

CSC CENTRAL OFFICE DELIVERY

Within **45 calendar days** upon receipt of Notice to Proceed, Items 3.A and 3.B must be delivered to CSC Central Office.

Within **60 calendar days** upon receipt of Notice to Proceed, all other equipment deliveries including the remaining Item 3.C must be delivered to CSC Central Office.

Bidder responsibilities must be completed within **75 calendar days** upon receipt of Notice to Proceed by the winning Bidder.

* * *

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Leg	gal Do	cuments
	(a)	Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
	(b)	or 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;
	(d)	and Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).
Tec	chnica	l Documents
	(e)	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
	(f)	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
	(g)	Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission; or Original copy of Notarized Bid Securing Declaration; and
	(h)	Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or aftersales/parts, if applicable; and
	(i)	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.
<u>Fi</u> n	<u>ancia</u>	l Documents
	(j)	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; <u>and</u>

		(k)	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
		(l)	If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;
			or duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.
II. F	IN	ANC	IAL COMPONENT ENVELOPE
]	(m)	Original of duly signed and accomplished Financial Bid Form; and
		(n)	Original of duly signed and accomplished Price Schedule(s).
C) th	er do	cumentary requirements under RA No. 9184 (as applicable)
_		(0)	[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
		(p)	government procurement activities for the same item or product. Certification from the DTI if the Bidder claims preference as a Domestic
			Bidder or Domestic Entity

Section IX. Bidding Forms

Bid Form for the Procurement of Goods

[shall be submitted with the Bid]

Bid Form

Date:	
Project Identification No.:	

To: [name and address of Procuring Entity]

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

If our Bid is accepted, we undertake:

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

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

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

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

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

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

Name:	
Legal capacity:	
Signature:	
Duly authorized to sign the Bid for and behalf of:	
Date:	

Price Schedule for Goods Offered from 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					Pro	ject ID No	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)
Legal Signa	Capacity:								
Duly	authorized	to sign tl	ne Bid fo	r and b	ehalf of:				

Bid Securing Declaration Form

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

REPUBLIC OF THE PHILIPI	PINES)
CITY OF) S.S.

BID SECURING DECLARATION Project Identification No.: [Insert number]

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

I/We, the undersigned, declare that:

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

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

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

[Jurat]

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

Contract Agreement Form for the Procurement of Goods (Revised)

[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]

after receiving the Notice of Awaraf							
CONTRAC	CT AGREEME	ENT					
THIS AGREEMENT made the	day of	20	between [name of				
PROCURING ENTITY] of the Philippines	(hereinafter cal	led "the Entity	") of the one part and				
[name of Supplier] of [city and country of	Supplier] (herei	inafter called '	'the Supplier") of the				

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

other part;

- 1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- 2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:
 - i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
 - ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

- iii. Performance Security;
- iv. Notice of Award of Contract; and the Bidder's conforme thereto; and
- v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and

Warranty Security, shall likewise form part of the Contract.

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

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

[Insert Name and Signature]	[Insert Name and Signature]
[Insert Signatory's Legal Capacity]	[Insert Signatory's Legal Capacity]
for:	for:
[Insert Procuring Entity]	[Insert Name of Supplier]

Acknowledgment

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

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

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

AFFIDAVIT

- I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:
- 1. [Select one, delete the other:]

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

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

2. [Select one, delete the other:]

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

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

- 3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;
- 4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
- 5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. [Select one, delete the rest:]

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

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

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

- 7. [Name of Bidder] complies with existing labor laws and standards; and
- 8. [Name of Bidder] is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the [Name of the Project].
- 9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
- 10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

IN	WITNESS	WHEREOF,	I hav	e hereunto	set	my	hand	this	 day	of	,	20	at
		Philippines.											

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]
Affiant

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

Performance Securing Declaration (Revised)

[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]

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

PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents] To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

- 1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
- 2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
- 3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
 - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
 - i. Procuring Entity has no claims filed against the contract awardee;
 - ii. It has no claims for labor and materials filed against the contractor; and
 - iii. Other terms of the contract; or
 - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

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

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

[Jurat]

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

Statement of All On-Going Government and Private Contracts, Including Contracts Awarded but Not Yet Started, Whether Similar or Not Similar in Nature and Complexity to the Contract to be Bid

Business Business						_		
A. Gove	rnment							
Nature of	a. Owner's Name	Project Cost	Bidder's Rol	e	a. Date Awarded	% of Accompl	ishment	Value of Outstanding
Contract (Project Title)	b. Address c. Contact Nos.		Description	%	b. Date Started c. Target Date of Completion	Planned	Actual	Works (Undelivered Portion)
1.	a. b. c.				a. b. c.			
2.	a. b. c.	-			a. b. c.			
B. Privat	te							
Nature of Contract	a. Owner's Name b. Address	Project Cost	Bidder's Role		a. Date Awarded b. Date Started	% of Accompl	ishment	Value of Outstanding Works
(Project Title)	c. Contact Nos.		Description	%	c. Target Date of Completion	Planned	Actual	(Undelivered Portion)
1.	a. b. c.	-			a. b. c.	_		
2.	a. b. c.				a. b. c.			
Committe to suppor	ee (BAC) or o	designate ent: (a)	ed Technical Contract or	Wo Pur	available upon rking Group (T rchase Order, (of Acceptance/O	WG) duri b) Officio	ng Post a l Recei j	-Qualification pt(s) or Sales
Name of	Bidder:							
Name of	Authorized F	Represent	tative:					
Signature	of Authorize	ed Repre	sentative:					
Datas								

Statement of Single Largest Completed Contract (SLCC) Similar to the Contract to be Bid

Nature of	a. Owner's Name	Project	Bidder's Rol	e	a. Date Awarded	
Contract (Project Title)	b. Address	Cost			b. Date Started	
(Project Title)	c. Contact Nos.		Description %		c. Date Completed	
	a.				a.	
	b.				b.	
	c.				c.	
	es Invoice or (b) User				statement: (a) Officio ompletion	
Name of Bidder:						
	zed Representative: _					
Name of Authoriz						

