

# **PHILIPPINE BIDDING DOCUMENTS**

## **Supply, Delivery and Installation of ICT Equipment Negotiated Procurement (Two-Failed Biddings) Identification No.: 2021-10-0186**

Government of the Republic of the Philippines

Philippine Science High School-  
Zamboanga Peninsula Region  
Campus

**Sixth Edition  
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# Preface

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

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

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

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

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the “*name of the Procuring Entity*” and “*address for bid submission*,” should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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# *Glossary of Acronyms, Terms, and Abbreviations*

**ABC** – Approved Budget for the Contract.

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

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

**CDA** - Cooperative Development Authority.

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

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

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

**DTI** – Department of Trade and Industry.

**EXW** – Ex works.

**FCA** – “Free Carrier” shipping point.

**FOB** – “Free on Board” shipping point.

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

**Framework Agreement** – Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as “Call-Offs,” are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

**Infrastructure Projects** – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national

buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

**PhilGEPS** - Philippine Government Electronic Procurement System.

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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

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

**UN** – United Nations.

## ***Section I. Invitation to Bid***





## **Invitation to Bid for the Supply, Delivery and Installation of ICT Equipment-Negotiated Procurement-Two-Failed Biddings**

1. The **Philippine Science High School-Zamboanga Peninsula Region Campus** through the FY 2021 General Appropriations Act (GAA) intends to apply the sum of **Two Million Eight Hundred Thousand Pesos (P 2,800,000.00)** being the ABC to payments under the **Supply, Delivery and Installation of ICT Equipment-Negotiated Procurement-Two-Failed Biddings** contract for one (1) lot. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **Philippine Science High School-Zamboanga Peninsula Region Campus (PSHS-ZRC)** now invites bids for the above Procurement Project. Delivery and Installation of the Goods is required within **One Hundred Twenty (120) Calendar Days**. Bidders should have completed, **within five (5) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “pass/fail” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) 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 further information from **Philippine Science High School-Zamboanga Peninsula Region Campus** and inspect the Bidding Documents at the address given below during weekdays from 8:00 a.m. to 4:30 p.m.
5. A complete set of Bidding Documents may be acquired by interested Bidders **from October 26 to November 18, 2021** from the given address and websites 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 **Two Thousand Five Hundred Pesos (P 2,500.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees to the BAC Secretary at the address given below.
6. PSHS-ZRC will hold a **Pre-Bid Conference<sup>1</sup> on November 3, 2021, 1:00 p.m.** at the SSD Chief Office, Academic Building II, PSHS-ZRC, Cogon, Dipolog City. Pursuant to the health and safety protocols issued by the Inter-Agency Task Force (IATF) for the Management of Emerging Diseases, the scheduled meeting may be accessed through this link: [meet.google.com/ybk-zmnw-dtd](https://meet.google.com/ybk-zmnw-dtd) via Google Meet 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 1:00 p.m. of November 18, 2021**. 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 **November 18, 2021 at 1:01 in the afternoon** at the given address below. The scheduled meeting may be accessed through this link: [meet.google.com/ybk-zmnw-dtd](https://meet.google.com/ybk-zmnw-dtd) via Google Meet.. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. PSHS-ZRC (BAC) 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:

Sherl Dianne S. Estoque  
BAC Secretariat Office  
PSHS-ZRC, Cogon, Dipolog City  
[ssestoque@zrc.pshs.edu.ph](mailto:ssestoque@zrc.pshs.edu.ph)  
09500979799  
<http://zrc.pshs.edu.ph/>

12. You may visit the following websites:

For downloading of Bidding Documents:

PSHS-ZRC Website- <http://zrc.pshs.edu.ph/category/bid/>

PhilGEPS Website- <https://philgeps.gov.ph/>

*October 26, 2021*

  
**HAZEL R. LAGAPA**  
Chairperson, Bids and Awards Committee  
(Goods)

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

## 1. Scope of Bid

The Procuring Entity, wishes to receive Bids for **the Supply, Delivery and Installation of ICT Equipment-Negotiated Procurement (Two-Failed Biddings)** with identification number **2021-10-0186**.

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 2021 in the amount of **Two Million Eight Hundred Thousand Pesos (P 2,800,000.00)**.

2.2. The source of funding is **NGA, the General Appropriations Act or Special Appropriations**.

## 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 exceeding those allowed under the rules may participate pursuant to:

- i. 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;
- ii. When the Goods sought to be procured are not available from local suppliers; or
- iii. 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:
    - 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: **Subcontracting is not allowed.**

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

## 8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address and/or through videoconferencing 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.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

## 12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
  - a. For Goods offered from within the Procuring Entity's country:
    - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
    - ii. The cost of all customs duties and sales and other taxes already paid or payable;
    - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
    - iv. The price of other (incidental) services, if any, listed in the **BDS**.
  - b. For Goods offered from abroad:
    - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
    - ii. The price of other (incidental) services, if any, as listed in the **BDS**.

### 13. Bid and Payment Currencies

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

### 14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration<sup>1</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 **one hundred eighty days (180)** from the date of the opening of bids. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

### 15. Sealing and Marking of Bids

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

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

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

### 16. Deadline for Submission of Bids

- 16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.
- 16.2. For multi-year Framework Agreement, the submission of bids shall be for the initial evaluation of their technical and financial eligibility. Thereafter, those declared eligible during the said initial eligibility evaluation and entered into a Framework Agreement with the Procuring Entity shall submit anew their best financial offer at the address and on or before the date and time indicated in the Call for each mini-competition.

### 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.

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<sup>1</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.

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.

a. In the case of single-year Framework Agreement, the Lowest Calculated Bid shall be determined outright after the detailed evaluation;

b. For multi-year Framework Agreement, the determination of the eligibility and the compliance of bidders with the technical and financial aspects of the projects shall be initially made by the BAC, in accordance with Item 7.4.2 of the Guidelines on the Use of Framework Agreement.

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

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

19.4. The Project shall be awarded as follows: One (1) Project having several items that shall be awarded as one contract.

19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

## **20. Post-Qualification**

20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, 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**.



**21. Signing of the Contract**

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

## ***Section III. Bid Data Sheet***

# Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> <li>a. <i>Supply, Delivery, and Installation of ICT Equipment, and similar contracts related to the Acquisition of ICT Equipment.</i></li> <li>b. Completed within five (5) years prior to the deadline for the submission and receipt of bids.</li> </ul>
7.1	<i>Not applicable.</i>
12	The price of the Goods shall be quoted DDP <i>PSHS-ZRC, Cogon, Dipolog City</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> <li>a. The amount of not less than <b>Fifty-Six Thousand Pesos (P 56,000.00)</b>, 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 <b>One Hundred Forty Thousand Pesos (P 140,000.00)</b>, if bid security is in Surety Bond.</li> </ul>
19.3	<p><b>One (1) Lot</b></p> <p><b>Supply, Delivery and Installation of ICT Equipment <i>Negotiated Procurement-Two-Failed Biddings</i></b></p> <p><b>Approved Budget for the Contract:</b></p> <p><b>Two Million Eight Hundred Thousand Pesos (P 2,800,000.00)</b></p>
20.2	<i>Not applicable.</i>
21.2	<i>Refer to Section III, IV, V, and VI of the Terms of Specifications/Technical Specifications for the additional requirement to be submitted to PSHS-ZRC.</i>

## ***Section IV. General Conditions of Contract***

## 1. Scope of Contract

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

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

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

## 2. Advance Payment and Terms of Payment

2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

## 3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

## 4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project 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	<ul style="list-style-type: none"> <li>• The bidder must submit original brochure or actual image of <b>ALL</b> deliverables including specifications <b>during bid submission</b>.</li> <li>• Within the warranty period, repairs should be done within the campus.</li> <li>• The winning bidder must provide at least one (1) copy of the technical manual/documentation (English) in printed hard copy and electronic soft copy</li> <li>• Render support services to PSHS-ZRC within the warranty period as follows:               <ul style="list-style-type: none"> <li>a. Technical support will be provided through phone calls or email within regular working hours from Monday to Friday, 8:00AM to 5:00PM</li> <li>b. If the supplied equipment is found defective and need to be pulled-out, the contractor shall provide replacement with the same or higher specifications.</li> <li>c. Rectify and or/replace any part that fail to pass any test/inspection or make alteration necessary to meet the specification.</li> </ul> </li> <li>• Delivery period will be within 120 days</li> </ul> <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>The delivery terms applicable to the Contract are DDP delivered at <i>Philippine Science High School- Zamboanga Peninsula Region Campus</i>. . In accordance with INCOTERMS.</p> <p>The delivery terms applicable to this Contract are delivered at <i>Philippine Science High School- Zamboanga Peninsula Region Campus</i>. 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><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> <ul 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> </ul>



	<ul style="list-style-type: none"> <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> <li>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.</li> </ul>
	<p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p><b>Spare Parts –</b></p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <ul style="list-style-type: none"> <li>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</li> <li>2. in the event of termination of production of the spare parts: <ul style="list-style-type: none"> <li>i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and</li> <li>ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.</li> </ul> </li> </ul> <p>The spare parts and other components required are listed in <b>Section VI (Schedule of Requirements)</b> and the costs thereof are included in the contract price.</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods within the warranty period.</p> <p>Spare parts or components shall be supplied as promptly as possible.</p>
	<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	<i>Subject to Annex “D” of RA 9184.</i>
4	The inspections and tests that will be conducted is if the delivered equipment complied with the description in the Terms of Specifications/Technical Specifications Document.

## ***Section VI. Schedule of Requirements***

# 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	Description	Quantity	Total	Delivered, Weeks/ Months
<b>One (1) LOT Supply, Delivery and Installation of ICT Equipment</b>				
1	<b>DESKTOP DOCUMENT CAMERA WITH OPTICAL ZOOM (Branded)</b> <b>EFFECTIVE PIXELS</b> at least 2MP ( 1920 x 1080 pixels) <b>CAMERA SENSOR</b> at least 1/2.7 inch CMOS Sensor <b>FRAME PER SECOND</b> at least 30fps <b>OUTPUT RESOLUTION DISPLAY OUT</b> at least 1080p resolution SXGA (1280 x 1024) / XGA (1024 x 768) / WXGA (1280 x 800) / HD (1360 x 768) / 1080p (1920 x 1080) <b>ZOOM</b> at least 10x for Digital and 12x for optical <b>MICROPHONE</b> Built-in <b>AV RECORDING</b> Built-in <b>SD CARD SLOT</b> Built-in <b>HDMI</b> 480p / 720p / 1080p <b>USB-B</b> VGA / SVGA / XGA / SXGA / WXGA / 720p / 1080p <b>WARRANTY</b> At least 18 months warranty for parts and labor <b>SUPPLY AND DELIVERY</b>	8 units	8 units	3.94 months
2	<b>DSLR CAMERA MEGAPIXEL &amp; SENSOR</b> 24.2MP APS-C CMOS Sensor <b>LENS</b> Kit Lens 18-55mm <b>LCD SCREEN</b> 3" Rear Touchscreen Swivel LCD (1,040,000) <b>VIDEO RECORDING</b> 1920 x 1080p at 59.94 fps (60 Mbps MP4 via H.264); 1920 x 1080p at 23.98, 29.97 fps (30 Mbps MP4 via H.264); 1920 x 1080p at 29.97 fps (12 Mbps MP4 via H.264); 1280 x 720p at 59.94 fps (26 Mbps MP4 via H.264); 1280 x 720p at 29.97 fps (4 Mbps MP4 via H.264); 640 x 480p at 29.97 fps (9 Mbps MP4 via H.264); 640 x 480p at 29.97 fps (3 Mbps MP4 via H.264); 1920 x 1080p at 29.97 fps (90 Mbps MOV via iFrame) <b>FOCUS ISO CONTINUOUS SHOOTING</b> Auto; Manual; Continuous Auto Auto, 100-25600 (Extended Mode: 100-51200) Up to 6 fps at 24.2 MP for up to 190 frames in JPEG format; Up to 6 fps at 24.2 MP for up to 21 frames in raw format; Up to 3 fps at 24.2 MP for up to 190 frames in JPEG format; Up to 3 fps at 24.2 MP for up to 21 frames in raw format <b>SHUTTER SPEED</b> 30 - 1/4000 Second , Bulb Mode <b>TOUCH SCREEN</b> Yes <b>WIRELESS FUNCTIONS</b> Wi-Fi / NFC and Bluetooth Low Energy <b>VIEWFINDER</b> Eye-level pentamirror <b>FILTER SIZE</b> Front: 58 mm <b>FOCAL LENGTH</b> 18 - 55mm; Comparable 35mm Focal Length: 28.8 - 88 mm <b>APERTURE</b> Maximum: f/4 - 5.6 <b>CARD SLOT</b> SD / SDHC* / SDXC* memory cards * UHS-I cards supported <b>COLOR</b> Black <b>WARRANTY</b> At least 18 months warranty <b>BATTERY</b> (2 pcs) LP-E17 Rechargeable Lithium-Ion Battery Pack, 7.2 VDC, 1040 mAh <b>SUPPLY AND DELIVERY</b>	1 unit	1 unit	3.94 months

3	<p><b>SMALL FORM FACTOR DESKTOP PC AND LED MONITOR (Branded)</b></p> <p>At least 9th Generation 4 Cores processor with at least 2.6 GHz with a thermal design power that does not exceed 65 watts and supports hyper-virtualization</p> <ul style="list-style-type: none"> <li>- At least 2GB Dedicated Graphics Card</li> <li>- Pre-installed 64-bit Operating System (Preferably Windows 10 Pro Operating System)</li> <li>- At least 4 GB DDR4 memory, Up to 16GB</li> <li>- At least 256GB SDD</li> <li>- Gigabit Ethernet 10 / 100 / 1000</li> <li>- Front I/O ports: USB 3.1 Gen 1 and 2.0, USB Type C</li> <li>- Rear I/O ports: USB 3.1 Gen 1 and 2.0, HDMI, VGA, RJ45, Speaker and Mic jacks</li> <li>- With USB Keyboard and USB Optical Mouse</li> <li>- At least 20" LED Monitor with at least 1920 x 1080 resolution, VGA and DVI-D/HDMI/ Display port compatible</li> <li>- AVR</li> <li>- Power Supply: Rating 80+ bronze minimum (non-generic)</li> <li>- Hard disk shall be formatted in the manner of 40% for the system disk and 60% data disk.</li> <li>- At least 18 months on desktop and 3 years for monitor (warranty)</li> </ul> <p><b>SUPPLY, DELIVERY AND INSTALLATION</b></p>	15 sets	15 sets	3.94 months
4	<p><b>LAPTOP – Branded(for Faculty and Staff)</b></p> <p><b>PROCESSOR</b> At least 6 Cores with 12 Threads 4600H Processor (up to 4.0GHz) or equivalent or better</p> <p><b>OPERATING SYSTEM</b> Pre-installed 64-bit Operating System (Preferably Windows 10 Pro Operating System)</p> <p><b>MEMORY</b> At least 8GB DDR4 On-board memory</p> <p><b>DISPLAY</b> 15.6" 144Hz Full HD IPS-Type,</p> <p><b>GRAPHIC</b> At least 2 GB or better</p> <p><b>STORAGE</b> At least 256 GB PCIe SSD</p> <p><b>CARD READER</b> Multi-format card reader (SD/SDXC)</p> <p><b>WEBCAM</b> VGAWebcam</p> <p>HD 720p CMOS module</p> <p><b>NETWORKING</b> Integrated Wi-Fi 5 (802.11 ac)</p> <p><b>Bluetooth</b> -Bluetooth® 4.2</p> <p><b>AUDIO</b> Built-in 2 W Stereo Speakers with Microphone</p> <p><b>ACCESSORIES</b> Backpack Bag, USB Optical Mouse</p> <p><b>WARRANTY</b> At least 24 months Warranty for parts and labor</p> <p><b>PORT</b> USB Port 3.0, HDMI/Display port compatible, RJ45 Ethernet Port, Audio Jack</p> <p><b>SUPPLY AND DELIVERY</b></p>	20 units	20 units	3.94 months
5	<p><b>MULTITASKING AND HEAVY DUTY PERFORMANCE LAPTOP- Branded (for Journalism, Technology Teachers, MIS Coordinator &amp; ISA)</b></p> <p><b>PROCESSOR</b> At least i7 10TH Generation. - 8 Cores Processor (At Least 8M Cache, up to 5.1GHz) or equivalent or better</p> <p><b>GRAPHICS</b> At least 6GB GDDR6</p> <p><b>STORAGE</b> At least 512GB PCIe NVMe M.2 SSD</p> <p><b>MEMORY</b> At least 16GB DDR4 3200MHz RAM (Preferably upgradable up to 32GB)</p> <p><b>OPERATING SYSTEM</b> Pre-installed 64-bit Operating System (Preferably Windows 10) Pro Operating System</p> <p><b>DISPLAY</b> Size: at least 15.6 " 144Hz Full HD IPS-Type,</p> <p><b>CARD READER</b> Multi-format card reader (SD/SDXC)</p> <p><b>WEBCAM</b> VGAWebcam</p> <p>HD 720p CMOS module</p> <p><b>EXTRA CONNECTIVITY</b> Gig+ Wi-Fi 6 (802.11ax)   USB Type-C Charging Capable</p> <p><b>ACCESSORIES</b> Backpack Bag, Wired USB Optical Mouse</p> <p><b>PORT</b> USB Port 3.0, HDMI/Display port compatible, RJ45 Ethernet Port, Audio Jack</p> <p><b>WARRANTY</b> At least 24 months Warranty for parts and labor</p> <p><b>SUPPLY AND DELIVERY</b></p>	6 units	6 units	3.94 months

## ***Section VII. Technical Specifications***

# Technical Specifications

Item	Specification	Statement of Compliance
		<p><i>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.</i></p>
<b>One (1) LOT Supply, Delivery and Installation of ICT Equipment</b>		
1	<p><b>DESKTOP DOCUMENT CAMERA WITH OPTICAL ZOOM (Branded)</b></p> <p>EFFECTIVE PIXELS at least 2MP ( 1920 x 1080 pixels)</p> <p>CAMERA SENSOR at least 1/2.7 inch CMOS Sensor</p> <p>FRAME PER SECOND at least 30fps</p> <p>OUTPUT RESOLUTION at least 1080p resolution</p> <p>DISPLAY OUT SXGA (1280 x 1024) / XGA (1024 x 768) / WXGA (1280 x 800) / HD (1360 x 768) / 1080p (1920 x 1080)</p> <p>ZOOM at least 10x for Digital and 12x for optical</p> <p>MICROPHONE Built-in</p> <p>AV RECORDING Built-in</p> <p>SD CARD SLOT Built-in</p> <p>HDMI 480p / 720p / 1080p</p> <p>USB-B VGA / SVGA / XGA / SXGA / WXGA / 720p / 1080p</p> <p>WARRANTY At least 18 months warranty for parts and labor</p> <p><b>SUPPLY AND DELIVERY</b></p>	
2	<p><b>DSLR CAMERA</b></p> <p><b>MEGAPIXEL &amp; SENSOR</b> 24.2MP APS-C CMOS Sensor</p> <p><b>LENS</b> Kit Lens 18-55mm</p> <p><b>LCD SCREEN</b> 3" Rear Touchscreen Swivel LCD (1,040,000)</p> <p><b>VIDEO RECORDING</b> 1920 x 1080p at 59.94 fps (60 Mbps MP4 via H.264); 1920 x 1080p at 23.98, 29.97 fps (30 Mbps MP4 via H.264); 1920 x 1080p at 29.97 fps (12 Mbps MP4 via H.264); 1280 x 720p at 59.94 fps (26 Mbps MP4 via H.264); 1280 x 720p at 29.97 fps (4 Mbps MP4 via H.264); 640 x 480p at 29.97 fps (9 Mbps MP4 via H.264); 640 x 480p at 29.97 fps (3 Mbps MP4 via H.264); 1920 x 1080p at 29.97 fps (90 Mbps MOV via iFrame)</p> <p><b>FOCUS</b> Auto; Manual; Continuous Auto</p> <p><b>ISO</b> Auto, 100-25600 (Extended Mode: 100-51200)</p> <p><b>CONTINUOUS SHOOTING</b> Up to 6 fps at 24.2 MP for up to 190 frames in JPEG format; Up to 6 fps at 24.2 MP for up to 21 frames in raw format; Up to 3 fps at 24.2 MP for up to 190 frames in JPEG format; Up to 3 fps at 24.2 MP for up to 21 frames in raw format</p> <p><b>SHUTTER SPEED</b> 30 - 1/4000 Second , Bulb Mode</p> <p><b>TOUCH SCREEN</b> Yes</p> <p>Wi-Fi / NFC and Bluetooth Low Energy</p>	

	<b>WIRELESS FUNCTIONS</b> <b>VIEWFINDER</b> <b>FILTER SIZE</b> <b>FOCAL LENGTH</b> <b>APERTURE</b> <b>CARD SLOT</b> <b>COLOR</b> <b>WARRANTY</b> <b>BATTERY</b>	Eye-level pentamirror Front: 58 mm 18 - 55mm; Comparable 35mm Focal Length: 28.8 - 88 mm Maximum: f/4 - 5.6 SD / SDHC* / SDXC* memory cards * UHS-I cards supported Black At least 18 months warranty (2 pcs) LP-E17 Rechargeable Lithium-Ion Battery Pack, 7.2 VDC, 1040 mAh		
3	<b>SMALL FORM FACTOR DESKTOP PC AND LED MONITOR (Branded)</b> At least 9th Generation 4 Cores processor with at least 2.6 GHz with a thermal design power that does not exceed 65 watts and supports hyper-virtualization - At least 2GB Dedicated Graphics Card - Pre-installed 64-bit Operating System (Preferably Windows 10 Pro Operating System) - At least 4 GB DDR4 memory, Up to 16GB - At least 256GB SSD - Gigabit Ethernet 10 / 100 / 1000 - Front I/O ports: USB 3.1 Gen 1 and 2.0, USB Type C - Rear I/O ports: USB 3.1 Gen 1 and 2.0, HDMI, VGA, RJ45, Speaker and Mic jacks - With USB Keyboard and USB Optical Mouse - At least 20" LED Monitor with at least 1920 x 1080 resolution, VGA and DVI-D/HDMI/ Display port compatible - AVR - Power Supply: Rating 80+ bronze minimum (non-generic) - Hard disk shall be formatted in the manner of 40% for the system disk and 60% data disk. - At least 18 months on desktop and 3 years for monitor (warranty)			
4	<b>COMMON USE- LAPTOP – Branded (for Faculty and Staff)</b>  <b>PROCESSOR</b> <b>OPERATING SYSTEM</b> <b>MEMORY</b> <b>DISPLAY</b> <b>GRAPHIC</b> <b>STORAGE</b> <b>CARD READER</b> <b>WEBCAM</b>  <b>NETWORKING</b>  <b>AUDIO</b> <b>ACCESSORIES</b> <b>WARRANTY</b> <b>PORT</b>	At least 6 Cores with 12 Threads 4600H Processor (up to 4.0GHz) or equivalent or better Pre-installed 64-bit Operating System (Preferably Windows 10 Pro Operating System) At least 8GB DDR4 On-board memory 15.6" 144Hz Full HD IPS-Type, At least 2GB or better At least 256GB PCIe SSD Multi-format card reader (SD/SDXC) VGAWebcam HD 720p CMOS module Integrated Wi-Fi 5 (802.11 ac) <b>Bluetooth</b> -Bluetooth® 4.2 Built-in 2 W Stereo Speakers with Microphone Backpack Bag, USB Optical Mouse At least 24 months Warranty for parts and labor USB Port 3.0, HDMI/Display port compatible, RJ45 Ethernet Port, Audio Jack		
5	<b>MULTITASKING AND HEAVY DUTY PERFORMANCE LAPTOP- Branded (for Journalism, Technology Teachers, MIS Coordinator &amp; ISA)</b>  <b>PROCESSOR</b> <b>GRAPHICS</b> <b>STORAGE</b> <b>MEMORY</b>  <b>OPERATING SYSTEM</b> <b>DISPLAY</b> <b>CARD READER</b> <b>WEBCAM</b>  <b>EXTRA CONNECTIVITY</b> <b>ACCESSORIES</b> <b>PORT</b>  <b>WARRANTY</b>	At least i7 10 <sup>TH</sup> Generation. - 8 Cores Processor (At Least 8M Cache, up to 5.1GHz) or equivalent or better At least 6GB GDDR6 At least 512GB PCIe NVMe M.2 SSD At least 16GB DDR4 3200MHz RAM (Preferably upgradable upto 32GB) Pre-installed 64-bit Operating System (Preferably Windows 10 Pro Operating System) Size: at least 15.6 " 144Hz Full HD IPS-Type, Multi-format card reader (SD/SDXC) VGAWebcam HD 720p CMOS module Gig+ Wi-Fi 6 (802.11ax)   USB Type-C Charging Capable  Backpack Bag, Wired USB Optical Mouse, USB Port 3.0, HDMI/Display port compatible, RJ45 Ethernet Port, Audio Jack At least 24 months Warranty for parts and labor		



	<p><b>Other Requirements</b></p> <ol style="list-style-type: none"> <li>1. The bidder must submit original brochure or actual image of <b>ALL</b> deliverables including specifications <b>during bid submission</b>.</li> <li>2. Within the warranty period, repairs should be done within the campus.</li> <li>3. The winning bidder must provide at least one (1) copy of the technical manual/documentation (English) in printed hard copy and electronic soft copy</li> <li>4. Render support services to PSHS-ZRC within the warranty period as follows: <ol style="list-style-type: none"> <li>a. Technical support will be provided through phone calls or email within regular working hours from Monday to Friday, 8:00AM to 5:00PM</li> <li>b. If the supplied equipment is found defective and need to be pulled-out, the contractor shall provide replacement with the same or higher specifications.</li> <li>c. Rectify and or/replace any part that fail to pass any test/inspection or make alteration necessary to meet the specification.</li> </ol> </li> <li>5. Delivery period will be within 120 days</li> </ol>	
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## ***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

- (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 after-sales/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.

#### Financial 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; **and**
- (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. FINANCIAL COMPONENT ENVELOPE**

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

**Bid Form**

**BID FORM**

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

Project Identification No. : \_\_\_\_\_

To: ***Bids and Awards Committee (BAC)  
PSHS-ZRC  
Cogon, Dipolog City***

***Gentlemen and/or Ladies:***

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

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

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

**Price Schedule for Goods Offered 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: \_\_\_\_\_

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

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

**AFFIDAVIT**

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

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

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

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

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

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

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

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

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

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 have hereunto set my hand this \_\_ day of \_\_, 20\_\_ at \_\_\_\_\_, Philippines.

*[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]*

*[Insert signatory's legal capacity]*

Affiant

***[Jurat]***

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

**Statement of Single Largest Completed Contract Similar to the Contract to be Bid**

This is to certify that \_\_\_\_\_ (company) \_\_\_\_\_ has the following completed contracts for the period CY \_\_\_\_\_.

Name of Contract	Date of the Contract Date Started Date of Completion	Owner's Name Address Telephone Nos.	Kinds of Goods Sold	Amount of Completed Contracts	Date of Delivery	End-user's Acceptance/ Official Receipt/Sales Invoice issued

\_\_\_\_\_  
Name and Signature of Authorized Representative

\_\_\_\_\_  
Date



**JOINT VENTURE AGREEMENT**

**KNOW ALL MEN BY THESE PRESENTS:**

This **JOINT VENTURE AGREEMENT** (hereinafter referred to as the "Agreement"), entered into this \_\_\_\_ day of \_\_20\_\_ at \_\_\_\_\_ City, Philippines by and among:

\_\_\_\_. a domestic corporation duly organized, registered and existing under and by virtue of the laws of the Republic of the Philippines, with office address at \_\_\_\_\_, represented by its \_\_\_\_\_, hereinafter referred to as "\_\_\_\_\_";  
- and -

\_\_\_\_. a domestic corporation duly organized, registered and existing under and by virtue of the laws of the Republic of the Philippines, with office address at \_\_\_\_\_, represented by its \_\_\_\_\_, hereinafter referred to as "\_\_\_\_\_";  
- and -

\_\_\_\_\_ a foreign corporation organized and existing under and by virtue of the laws of \_\_\_\_\_, represented by its \_\_\_\_\_, hereinafter referred to as "\_\_\_\_\_";

(Henceforth collectively referred to as the "**Parties**")

**WITNESSETH: That**

**WHEREAS**, the PSHS-ZRC has recently published an Invitation to Apply for Eligibility and to Bid for the \_\_\_\_\_;

**WHEREAS**, the parties have agreed to pool their resources together to form the "\_\_\_\_\_ Joint Venture", hereinafter referred to as the Joint Venture, under the laws of the Philippines, for the purpose of participating in the abovementioned procurement of PSHS-ZRC;

NOW, THEREFORE, for and in consideration of the foregoing premises and the covenants hereto set forth, the Parties have agreed as follows:

**ARTICLE I ORGANIZATION OF THE JOINT VENTURE**

SECTION 1. Formation – The Parties do hereby agree and bind themselves to establish, form and organize a Joint Venture pursuant to the laws of the Republic of the Philippines, in order for the JV to carry on the purposes and objectives for which it is created;

SECTION 2. Name – The name and style under which the JV shall be conducted is "\_\_\_\_\_";

SECTION 3. Principal Place of Business – The JV shall maintain its principal place of business at \_\_\_\_\_;

SECTION 4. Preparation and Documentation – The Parties shall secure and/or execute such certifications, documents, deeds and instruments as may be required by the laws of the Republic of the Philippines for the realization of the JV and in compliance with the Project. Further, they shall do all other acts and things requisite for the continuation of the JV pursuant to applicable laws;

SECTION 5. The Joint Venture shall be represented by the \_\_\_\_\_ in all biddings, related procurement transactions and other official dealings that it shall enter into with the PSHS-ZRC and third parties, such

transactions to include, among others, the submission of eligibility documents, bids, registration documents obtaining bonds, performing the principal contract in the event that the contract is awarded in favor of the Joint Venture, receipt of payment for goods delivered, and similar and related activities.

SECTION 6. The period of the Joint Venture shall begin upon execution of this Agreement and shall continue until the complete performance of its contractual obligations to PSHS-ZRC, as described in Article II hereof, or upon its termination for material breach of any term or condition of this Agreement, by service of a written statement in English on the other Party, not less than 90 days prior to the intended date of termination

**ARTICLE II PURPOSE**

SECTION 1. The primary purpose of the Joint Venture is to participate in the public bidding to be conducted by the PSHS-ZRC Bids and Awards Committee for the supply and delivery of \_\_\_\_\_ for the \_\_\_\_\_.

SECTION 2. If the above-described contract/s is/are awarded to the Joint Venture, the Joint Venture shall undertake the performance thereof to PSHS-ZRC, and such other incidental activities necessary for the completion of its contractual obligations.

**ARTICLE III  
SOLIDARY LIABILITY OF THE PARTIES**

SECTION 1. In the performance of the contract/s that may be awarded to the Joint Venture by the PSHS-ZRC, and all other related activities/obligations, as described in Article II hereof, the Parties bind themselves jointly and solidarily, in the concept of solidarily debtors, subject to the right of reimbursement, as provided in the relevant provisions of the Civil Code of the Philippines.

**ARTICLE IV  
CONTRIBUTION AND OTHER ARRANGEMENTS**

SECTION 1. Contribution – The Parties shall contribute the amount of \_\_\_\_\_(Php ) to support the financial requirements of the Joint Venture, in the following proportion:

A.	-	P	.00
B.	-	P	____.00
TOTAL		P	.00

Additional contributions to the Joint Venture shall be made as may be required for contract implementation. In addition, shall contribute any labor and contract management requirements.

SECTION 2. Profit Sharing – The share of the Parties to the JV from any profit derived or obtained from the implementation and execution of the Project shall be distributed pro rata to each, in accordance with the contribution and resources each has provided to the JV;

SECTION 3. Liquidation and Distributions – Any sum remaining after deducting from the total of all moneys or benefits received for the performance of the contract, all costs incurred by the JV after award of the contract for the Project pursuant to the accounting practices established for the JV, shall be distributed in accordance with the relative balances in the accounts of each Party pursuant to Sec.1 of this Article upon completion, final accounting, termination and liquidation of the JV. In the event of liquidation and termination of JV, and after taking into account the shares of the Parties in all income, gain, deductions, expenses, and losses, should the account of a Party contain a negative balance, such Party shall contribute cash to the JV sufficient to restore the said balance to zero;

SECTION 4. Sharing of Burden of a Net Loss – In case a net loss is incurred, additional contributions shall be made by the Parties in accordance with their respective shares.

## **ARTICLE V**

### ***MISCELLANEOUS PROVISIONS***

SECTION 1. The provisions of the Instructions to Bidders, Supplemental Bid Bulletin, and other bidding documents issued by the PSHS-ZRC in relation to the contract described in Article II hereof, shall be deemed incorporated in this Agreement and made an integral part thereof.

SECTION 2. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

Parties and their respective successors and assigns.

SECTION 3. The Parties herein are duly represented by their authorized officers.

SECTION 4. Governing Law - This Agreement shall be governed by and construed according to the laws of the Republic of the Philippines. Venue of any court action arising from this Agreement shall be exclusively laid before the proper court of the\_\_\_\_, Philippines.

IN WITNESS WHEREOF, the parties have set their hands and affixed their signatures on the date and place first above-stated.

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Signed in the Presence of:

\_\_\_\_\_  
\_\_\_\_\_

**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES ) CITY/MUNICIPALITY OF \_\_\_\_\_) S.S.  
PROVINCE OF (in the case of Municipality)

personally appeared

Name ID Name, Number and Validity Date

Known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledge to me that the same is their free and voluntary act and deed and that of the corporation(s) they represent.

This instrument refers to a Joint Venture Agreement consisting of \_\_\_\_\_pages, including the page on which this Acknowledgement is written, and signed by the parties and their instrumental witnesses.

WITNESS MY HAND AND NOTARIAL SEAL on the place and on the date first above written.

**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\_.

Note:

*The identification card shall be at least one of those acceptable proofs of identity as identified under the provisions of the 2004 Rules on Notarial Practice.*

*"Sec. 12. Competent Evidence of Identity – The phrase "competent evidence of identity" refers to the identification of an individual based on:*

*At least one current identification document issued by an official agency bearing the photograph and signature of the individual, such as but not limited to, passport, driver's license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter's ID, Barangay certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman's book, alien certificate of registration/immigrant certificate of registration, government office ID, certification from the National Council for the Welfare of Disabled Persons (NCWDP), Department of Social Welfare and Development (DSWD) certification.*



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

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

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

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

I/We, the undersigned, declare that:

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

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

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

Affiant

***[Jurat]***

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

**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/manufacture/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]*

**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]***

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**CONTRACT AGREEMENT**

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

*[Insert Name and Signature]*

*[Insert Name and Signature]*

*[Insert Signatory's Legal Capacity]*

*[Insert Signatory's Legal Capacity]*

*for:*

*for:*

*[Insert Procuring Entity]*

*[Insert Name of Supplier]*

**Acknowledgment**

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

