

# **PHILIPPINE BIDDING DOCUMENTS**

**Supply and Delivery of Desktop and  
Laptop Computers for the Presidential  
Management Staff**

**Public Bidding No: 20-067-8  
Government of the Republic of the Philippines**

**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.

**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**  
***Supply and Delivery of Desktop and Laptop Computers for  
the Presidential Management Staff***

1. The *Presidential Management Staff*, through its procuring agent, *Procurement Service*, through the *GAA 2018* intends to apply the sum of

Lot No.	Item Description	Quantity	Unit Price	Approved Budget for the Contract
1	Supply and Delivery of Lightweight Ultra book Laptop Computers with SIM Slot	61 pcs	P96,500.00	P5,886,500.00
2	Supply and Delivery of Lightweight Ultra book Laptop Computers with SIM and Pen	47 pcs	P102,800.00	P4,831,600.00
3	Supply and Delivery of Laptop Computers with SIM Slot for Photo, Editing, Graphics Design and High-Quality Presentation During High Level Meeting	2 pcs	P162,700.00	P325,400.00
4	Supply and Delivery of Programmers Laptop Computers with SIM Slot	4 pcs	P93,800.00	P375,200.00
5	Supply and Delivery of Tower Type Desktop Computer	4 pcs	P65,450.00	P261,800.00

being the ABC to payments under the contract for each lot. Bids received in excess of the ABC for each lot shall be automatically rejected at bid opening.

2. The summary of the bidding activities is as follows:

Advertisement/Posting of Invitation to Bid	<b>December 29, 2020</b>
Issuance and Availability of Bid Documents	<b>December 29, 2020</b>
Pre-Bid Conference	<b>January 8, 2021 – 1:00PM</b>
Last day of Submission of Written Clarification	<b>January 12, 2021</b>
Last day of Issuance of Bid Bulletin	<b>January 15, 2021</b>

Deadline for Submission	<b>January 22, 2021 – 10:00AM</b>
Opening of Bids	<b>Immediately after the Deadline of Submission of Bids</b>

3. The *Presidential Management Staff*, through its procuring agent, *Procurement Service* now invites bids for the above Procurement Project. Delivery of the Goods is required *within 45 calendar days upon issuance of the Notice to Proceed*. Bidders should have completed, within 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).
4. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
  - a. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
5. Prospective Bidders may obtain further information from *Procurement Service* and inspect the Bidding Documents at the address given below during *Mondays to Fridays, except holidays, from 9:00AM to 4:00PM*.

*Bids and Awards Committee VIII*  
*Procurement Service*  
*RR Road, Cristobal St., Paco, Manila*

6. A complete set of Bidding Documents may be acquired by interested Bidders on *22 December 2020* from the given address and website(s) below *and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount shown in the table below*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees *in person*.

Lot No.	Item Description	Amount of Bidding Documents
1	Lightweight Ultra book Laptop Computers with SIM Slot	P1,000.00
2	Lightweight Ultra book Laptop Computers with SIM and Pen	P1,000.00
3	Laptop Computers with SIM Slot for Photo, Editing, Graphics Design and High-Quality Presentation During High Level Meeting	P500.00
4	Programmers Laptop Computers with SIM Slot	P500.00
5	Tower Type Desktop Computer	P500.00

7. The *Presidential Management Staff*, through its procuring agent, *Procurement Service*, will hold a Pre-Bid Conference<sup>1</sup> on 8 January 2021 – 10:00AM at *Procurement Service, Paco, Manila* and/or through video conferencing or webcasting via [meet.google.com/xza-nmtp-suj](https://meet.google.com/xza-nmtp-suj) which shall be open to prospective bidders.
8. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before 22 January 2021 at 10:00AM. Late bids shall not be accepted.
9. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
10. Bid opening shall be on 22 January 2021 at 10:00AM at the given address below and/or through video conferencing or webcasting via [meet.google.com/pyu-bypt-sxz](https://meet.google.com/pyu-bypt-sxz). Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

Bids and Awards Committee VIII Bid Box  
Procurement Service  
RR Road, Cristobal St., Paco, Manila

11. The *Presidential Management Staff*, through its procuring agent, *Procurement Service*, 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:  
  
*Secretariat  
Bids and Awards Committee VIII  
Procurement Service  
RR Road, Cristobal St., Paco, Manila*
13. You may visit the following websites:

For downloading of Bidding Documents: [www.ps-philgeps.gov.ph](http://www.ps-philgeps.gov.ph)

29 December 2020

SGD  
**Mr. Julius M. Santos**  
*Chairperson  
Bids and Awards Committee VIII*

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<sup>1</sup> May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a Pre-Bid Conference.

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

## **1. Scope of Bid**

The Procuring Entity, *Presidential Management Staff through its procuring agent, Procurement Service*, wishes to receive Bids for the *Supply and Delivery of Desktop and Laptop Computers for the Presidential Management Staff* with identification number *Public Bidding No. 20-067-8*.

The Procurement Project (referred to herein as “Project”) is composed of *five (5) lots*, the details of which are described in Section VII (Technical Specifications).

## **2. Funding Information**

2.1. The GOP through the source of funding as indicated below for *2018* in the amount of *P11,777,000.00*

2.2. The source of funding is:

- a. 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 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.
- 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 Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.

## **8. Pre-Bid Conference**

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address 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 *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 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 **Section VII (Technical Specifications)**.

### **13. Bid and Payment Currencies**

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

13.2. Payment of the contract price shall be made in:

- a. Philippine Pesos.

### **14. Bid Security**

14.1. The Bidder shall submit a Bid Securing Declaration<sup>2</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

14.2. The Bid and bid security shall be valid until *22 May 2021 (120 calendar days from date of opening)*. 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**.

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

## 17. Opening and Preliminary Examination of Bids

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

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

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

## 18. Domestic Preference

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

## 19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring 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 follows:

Option 3 - One Project having several items, which shall be awarded as separate contracts per item.

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

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

## **20. Post-Qualification**

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

## **21. Signing of the Contract**

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

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

# Bid Data Sheet

ITB Clause					
5.3	For this purpose, contracts similar to the Project shall be: <ul style="list-style-type: none"> <li>a. <i>Supply and Delivery of Desktop and Laptop Computers</i></li> <li>b. completed within 5 years prior to the deadline for the submission and receipt of bids.</li> </ul>				
12	The price of the Goods shall be quoted DDP <i>Presidential Management Staff Office</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.				
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:				
	<b>Lot No.</b>	<b>Description</b>	<b>Amount Cash, Cashier's / Manager's Check, Bank Draft/ Guarantee/ Irrevocable Letter of Credit (2%)</b>	<b>Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission (5%)</b>	<b>Bid Securing Declaration (Pursuant to GPPB Resolution No. 03-2012)</b>
	1	Lightweight Ultra book Laptop Computers with SIM Slot	P 117,730	P 294,325	Using Bid Securing Declaration Form under Section IX
	2	Lightweight Ultra book Laptop Computers with SIM and Pen	P 96,632	P 241,580	Using Bid Securing Declaration Form under Section IX
	3	Laptop Computers with SIM Slot for Photo, Editing, Graphics Design and High-Quality Presentation During High Level Meeting	P 6,508	P 16,270	Using Bid Securing Declaration Form under Section IX

	4	Programmers Laptop Computers with SIM Slot	P 7,504	P 18,760	Using Bid Securing Declaration Form under Section IX "Annex xx"
	5	Tower Type Desktop Computer	P 5,236	P 13,090	Using Bid Securing Declaration Form under Section IX "Annex xx"
19.3	The lots and references are:				
	Lot No.	Item Description	Quantity	Unit Price	Approved Budget for the Contract
	1	Lightweight Ultra book Laptop Computers with SIM Slot	61 pcs	P96,500.00	P5,886,500.00
	2	Lightweight Ultra book Laptop Computers with SIM and Pen	47 pcs	P102,800.00	P4,831,600.00
	3	Laptop Computers with SIM Slot for Photo, Editing, Graphics Design and High-Quality Presentation During High Level Meeting	2 pcs	P162,700.00	P325,400.00
	4	Programmers Laptop Computers with SIM Slot	4 pcs	P93,800.00	P375,200.00
	5	Tower Type Desktop Computer	4 pcs	P65,450.00	P261,800.00
20.2	<p>No other licenses and permits required.</p> <p>For purposes of Post-qualification the following document(s) shall be required:</p> <ol style="list-style-type: none"> <li>1. Income Tax Returns for year 2020 (BIR Form 1701 or 1702).</li> <li>2. Latest Value Added Tax Returns (Forms 2550M and 2550Q) or Percentage Tax Returns (Form 2551M). For this requirement, covering the months of June to November 2020.</li> </ol> <p><i>The income tax and business tax returns stated above should have been filed through the Electronic Filing and Payment System (EFPS).</i></p>				

	<p>3. 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; and (d) Certificate of Satisfactory Completion.</p> <p>4. Submission of proof of evidence as proof of compliance with the bidder's actual offer, if applicable.</p> <p><i>In the column "Bidder's Compliance", the bidder must state "comply" against each of the individual parameters of each specification corresponding to performance parameter of equipment offered. Statement of "comply" must be supported by evidence in a bidders bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's or distributor's un-amended sales literature, unconditional statements or specification and compliance issued by the manufacturer or distributor, samples, independent test data etc., as appropriate.</i></p> <p>5. Updated PhilGEPS Certificate of Registration (Platinum Membership), in the event that the PhilGEPS Certificate and the annexes submitted during Opening</p>
21.2	<i>No further instructions.</i>

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

## 1. Scope of Contract

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

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

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

## 2. Advance Payment and Terms of Payment

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

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

## 3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than 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 Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC**, **Section 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

GCC Clause	
1	<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 Presidential Management Staff, Malacanang. In accordance with INCOTERMS.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <i>Ms. Dolores D. Kahanap</i>.</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> <ol style="list-style-type: none"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</li> </ol>
	<ol style="list-style-type: none"> <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> </ol> <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>

**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:

- a. 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
- b. 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 cost 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 three (3) years.

Spare parts or components shall be supplied as promptly as possible, but in any case, within three (3) years.

**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.

	<p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity  Name of the Supplier  Contract Description  Final Destination  Gross weight  Any special lifting instructions  Any special handling instructions  Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p><b>Transportation –</b></p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>
	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p>

	<p><b>Intellectual Property Rights –</b></p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<p><i>[If partial payment is allowed, state]</i> “The terms of payment shall be as follows:</p> <p>The supplier shall be paid in full, subject to deduction of applicable taxes, upon the issuance by the PMS of the corresponding Certificate of Acceptance.</p>
4	<p>The inspections and tests that will be conducted are: <i>The lowest calculated and responsive bidder shall conduct product demonstration on the day assigned by the PMS to ensure compliance with the required specifications.</i></p>

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

LOT NO.	ITEM DESCRIPTION	TOTAL QUANTITY	DELIVERY PERIOD
1	Lightweight Ultra book Laptop Computers with SIM Slot	61 pcs	45 calendar days upon issuance of the Notice to Proceed
2	Lightweight Ultra book Laptop Computers with SIM and Pen	47 pcs	45 calendar days upon issuance of the Notice to Proceed
3	Laptop Computers with SIM Slot for Photo, Editing, Graphics Design and High-Quality Presentation During High Level Meeting	2 pcs	45 calendar days upon issuance of the Notice to Proceed
4	Programmers Laptop Computers with SIM Slot	4 pcs	45 calendar days upon issuance of the Notice to Proceed
5	Tower Type Desktop Computer	4 pcs	45 calendar days upon issuance of the Notice to Proceed

**I hereby commit to comply and deliver all the above requirements in accordance with the above stated delivery schedule.**

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Name of Company

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Signature Over Printed Name of  
Authorized Representative

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Date

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

# Technical Specifications

<b>Lot 1: Procurement of Lightweight Ultrabook Laptop Computers with Sim Slot for the Presidential Management Staff</b>	
Technical Specifications	Statement of Compliance
Brand and Model: <Insert Brand and Model being offered>	
Preload OS	Windows 10 Pro 64-bit
Color	Black
Graphics	Integrated Graphics
Processor	4 Cores, 8MB Cache, 1.80GHz, up to 4.90GHz with Turbo Boost
Onboard Memory	16GB DDR4 2133 Hz
Wireless LAN	Wi-Fi 6 + Bluetooth
Security Chip Setting	Enabled Discrete TPM2.0
Camera	IR and 720p HD Camera with Microphone
Wireless WAN	4G LTE
Display	14" FHD (1920x1080) IPS Anti-Glare Multi-Touch 400 nits
Fingerprint	Fingerprint Reader
Storage Selection	258GB SSD M.2 NVMe TLC
Power Adapter	65W AC Adapter PCC (3pin)-US (USB Type C)
Keyboard	Backlit keyboard Black English with Fingerprint Reader
Ethernet Dongle	RJ45 Extension Connector – same brand with the notebook
Ports	Two USB 3.2 Gen 1 (one Always On), two USB 3.2 Type-C Gen 2/ Thunderbolt 3 (with the function of Power Delivery and Display Port), HDMI 1.4b, Ethernet Extension Connector, nano-SIM card slot, headphone/ microphone combo jack, side docking connector, security keyhole

Case Material	Display Cover: Carbon Fiber, Bottom: Magnesium Alloy	
Battery	4-Cell Integrated Li-Polymer 51Wh support Rapid Charge, up to 19-hour run time	
Recovery USB	Windows 10 Pro 64 USB Recovery Media English – 7 pcs	
Weight	1.25kg – Maximum	
Warranty	3 year On-site	
Protection Service	3 Year Keep Your Drive	
Mil Spec Test	MIL STD-810G	
Accessories (Same brand with the Notebook)	<ul style="list-style-type: none"> <li>• Wireless mouse</li> <li>• HDMI to VGA Adapter</li> <li>• Backpack Carrying Case</li> </ul>	

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Name of Company

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Signature Over Printed Name of  
Authorized Representative

---

Date

**Lot 2: Lightweight Ultrabook Laptop Computers with SIM Slot and Pen**

Technical Specifications		Statement of Compliance
Brand and Model: <Insert Brand and Model being offered>		
Preload OS	Windows 10 Pro 64-bit	
Color	Gray	
Graphics	Integrated Graphics	
Processor	4 Cores, 8MB Cache, 1.80GHz, up to 4.90GHz with Turbo Boost	
Onboard Memory	16GB DDR3 2133 MHz	
Wireless LAN	Wi-Fi 6+ Bluetooth	
Display	14" FHD (1920x1080), Anti-reflection 400 nits, Touch	
Camera	IR and 720p HD Camera with Microphone	
Fingerprint	Fingerprint Reader	
Wireless WAN	4G LTE	
Nfc	NFC	
Storage Selection	256GB Solid State Drive, M.2 2280	
Pen	Pen Pro	
Ethernet Dongle	5J45 Extension Connector – same brand with the Notebook	
Recovery USB	Windows 10 Pro 64 USB Recovery Media English – 5pcs	
Power Adapter	65W AC Adapter PCC (3pin) – US (USB Type C)	
Keyboard	Backlit Keyboard with Fingerprint Reader	
Security Chip Setting	Enabled Discrete TPM2.0	
Ports	Two USB 3.2 Gen 1 (one Always On), two USB 3.2 Type-C Gen 2/ Thunderbolt 3 (with the function of Power Delivery and Display Port), HDMI 1.4b, Ethernet extension connector, nano-SIM card slot (WWAN models), headphone/microphone combo jack, side docking connector, security keyhole)	
Battery	Integrated 4 Cell Li-Polymer 51Wh	
Weight	1.4kg. – Maximum	

Warranty	3 Year On-Site including Battery	
Protection Service	3Y Keep Your Drive	
Mil Spec Test	MIL STD-810G	
Accessories (Same brand with the Notebook)	<ul style="list-style-type: none"> <li>• Wireless Mouse</li> <li>• HDMI to VGA Adapter</li> <li>• Backpack Carrying Case</li> </ul>	

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Signature Over Printed Name of  
Authorized Representative

\_\_\_\_\_  
Date

<b>Lot 3: Graphic Artists Laptop Computer with SIM Slot</b>	
Technical Specifications	Statement of Compliance
Brand and Model: <Insert Brand and Model being offered>	
Preload OS	Windows Pro 64-bit
Processor	6 Cores, 12MB Cache, 2.60GHz, up to 4.60GHz with Turbo Boost
Security Chip Setting	Enabled Discrete TPM2.0
Display	15.6 FHD (1920x1080), LED Backlight, IPS, Anti-Glare, 300 nits, Non-Touch
Graphics	NVIDIA Quadro RTX4000 8GB GDDR6 256 bits
Camera	720P HD Camera with Microphone
Wireless WAN	4G LTE
Fingerprint	Fingerprint Reader
DIMM Memory	16GB DDR4 2666MHz SoDIMM
HDD Config	3x SSD
Storage Selection	512GB Solid State Drive, M2.2280, NVMe
Second Storage Selection	512GB Solid State Drive, M2.2280, NVMe
Third Storage Selection	512GB Solid State Drive, M2.2280, PCIe-NVMe
Wireless LAN	Wi-Fi 6 + Bluetooth
Ethernet	Ethernet Port
Battery	6 Cell Li-Polyer Internal Battery, 90Wh
Power Adapter	230W AC Adapter Slim (3 Pin) – US
Keyboard	Keyboard Backlit Black English With Number Pad
Recovery USB	Windows 10 Pro 64 USB Recovery Media English – 2pcs
Warranty	3 Year On-site including battery
Protection Service	3Y Keep Your Drive
Mil Spec Test	MIL STD-810G
Accessories (Same brand with the Notebook)	<ul style="list-style-type: none"> <li>• Wireless Mouse</li> <li>• HDMI to VGA Adapter</li> <li>• Backpack Carrying Case</li> </ul>

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Signature Over Printed Name of  
Authorized Representative

\_\_\_\_\_  
Date

<b>Lot 4: Programmers Laptop Computers with SIM Slot</b>		
Technical Specifications	Statement of Compliance	
Brand and Model: <Insert Brand and Model being offered>		
Preload OS		Windows 10 Pro 64-bit
Color		Black
Processor		4 Cores, 8MB Cache, 1.80GHz, up to 4.90GHz with Turbo Boost
Graphics		Integrated Graphics
Onboard Memory		16GB DDR4 3200MB
DIMM Memory		16GB DDR4 3200MHz SoDIMM
Total Memory		32GB (16GB Onboard+ 16GB SoDIMM) DDR4 3200MHz
Wireless LAN		Wi-Fi 6, Bluetooth
Security Chip Setting		Enabled Discrete TPM2.0
Display		15.6" FHD (1920x1080) IPS Anti-glare 250 nits Non-Touch
Camera		720P HD Camera with Microphone
Wireless WAN		4G LTE CAT9
Ethernet		Ethernet Port
Fingerprint		Fingerprint Reader
Storage Selection		1TB Solid State Drive, M.2 2280, NVMe
Battery		3 Cell Li-Polymer Internal Battery, 57Wh
Power Adapter		65W AC Adapter PCC (3pin)-US (USB Type C)
Keyboard		Keyboard Backlit Black English with Number Pad
Recovery USB		Windows 10 Pro 64 USB Recovery Media English – 2pcs
Warranty	3 Year On-site including Battery	
Protection Service	3Y Keep Your Drive	
Mil Spec Test	MIL STD-810G	
Accessories (Same brand with the Notebook)	<ul style="list-style-type: none"> <li>• Wireless Mouse</li> <li>• HDMI to VGA Adapter</li> <li>• Backpack Carrying Case</li> </ul>	

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Signature Over Printed Name of  
Authorized Representative

\_\_\_\_\_  
Date

<b>Lot 5: Tower Type Desktop Computer for BMS</b>		
Technical Specifications	Statement of Compliance	
Brand and Model: <Insert Brand and Model being offered>		
Preload OS		Windows 10 Pro 64-bit
Processor		8-Cores, 16MB Cache, up to 4.7GHz with Turbo Boost
Memory		18GB DDR4 2933MHz UDIMM
First Hard Drive		1TB Hard Drive, 7200rpm, 3.5"
M.2 Storage Card		256gb Solid State Drive, M.2 2280, PCIe-NVM3
Graphic Card		2GB DDR5 64bits (2DP) High Profile, PCIe 3.0 x8, Two Display Port up to 4096 x 2160 @60Hz
Ethernet		Integrated Ethernet
Speakers		Internal Speaker
Keyboard		USB Keyboard Black – same brand with the computer
Mouse		USB Mouse Black – same brand with the computer
Recovery USB		Windows 10 Pro 64 USB Recovery Media English – 2pcs
Monitor (Same brand with the computer)		Quantity: 2 pcs 43", Curve (minimum size)per desktop computer, resolution compatible with the graphic card  Accessories: 2pcs monitor cable
Warranty		3 Year On-site including monitor and mouse
Protection Service		3Y Keep Your Drive

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Name of Company

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Signature Over Printed Name of  
Authorized Representative

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Date

***Section VIII. Checklist of Technical and  
Financial Documents***

# Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE

### *Class “A” Documents*

#### Legal Documents

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

#### Technical Documents

- (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).

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

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

## Bid Form for the Procurement of Goods

*[Shall be submitted with the Bid]*

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### BID FORM

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

Project Identification No. : 20-067-8

To: *The Chairperson  
Bids and Awards Committee VIII*

Having examined the Bidding Documents including Bid Bulletin Numbers [\_\_\_\_], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to Supply and Delivery of Desktop and Laptop Computers for the Presidential Management Staff in conformity with the said Bidding Documents.

Lot No.	Qty/Unit	ITEMS/ DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	61 pcs	Supply and Delivery of Lightweight Ultra book Laptop Computers with SIM Slot		
2	47 pcs	Supply and Delivery of Lightweight Ultra book Laptop Computers with SIM and Pen		
3	2 pcs	Supply and Delivery of Laptop Computers with SIM Slot for Photo, Editing, Graphics Design and High-Quality Presentation During High Level Meeting		
4	4 pcs	Supply and Delivery of Programmers Laptop Computers with SIM Slot		
5	4 pcs	Supply and Delivery of Tower Type Desktop Computer		

**TOTAL PRICE IN WORDS:**

Lot 1: \_\_\_\_\_  
Lot 2: \_\_\_\_\_  
Lot 3: \_\_\_\_\_  
Lot 4: \_\_\_\_\_  
Lot 5: \_\_\_\_\_

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: \_\_\_\_\_

### Schedule of Prices for Goods Offered From Abroad

Name of Bidder: \_\_\_\_\_ PB No. 20-067-8 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)

\_\_\_\_\_

*[signature]*

\_\_\_\_\_

*[in the capacity of]*

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

**Schedule of Prices for Goods Offered From Within the Philippines**

Name of Bidder: \_\_\_\_\_ PB No. 20-067-8 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 Insurance 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)

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

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

Duly authorized to sign Bid for and on 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;
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;
11. *[Name of Bidder]* hereby assigns the following contact number/s and e-mail address/es as the official telephone/fax number and contact reference of the company where the PS BAC and PS notices may be transmitted.

Telephone No/s.: \_\_\_\_\_  
Fax No/s.: \_\_\_\_\_  
E-mail Add/s.: \_\_\_\_\_

Mobile No.: \_\_\_\_\_

It is understood that notices/s transmitted in any of the above-stated telephone/fax numbers and/or e-mail address/es are deemed received as of its transmittal and the reckoning period for the reglementary periods stated in the bidding documents and the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall commence from receipt thereof.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_ day of \_\_\_, 20\_\_ at \_\_\_\_\_, Philippines.

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

SUBSCRIBED AND SWORN to before me this \_\_\_ day of [month] [year] at [place of execution], Philippines. Affiant/s known to me, and known to be the same person/s in the exhibited [insert type of government identification card used\*], with his/her photograph and signature appearing thereon, with no. \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_.

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

NAME OF NOTARY PUBLIC \_\_\_\_\_  
Serial No. of Commission \_\_\_\_\_  
Notary Public for \_\_\_\_\_ until \_\_\_\_\_  
Roll of Attorney's No. \_\_\_\_\_  
PTR No. \_\_\_\_\_ [date issued], [place issued]  
IBP No. \_\_\_\_\_ [date issued], [place issued]

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of \_\_\_\_\_.

*\*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;*

*The Board Resolution or Secretary's Certificate referring to the said Board Resolution designating the bidder's authorized representative and signatory need not specifically indicate the particular project where such authority is given provided that the said authority covers activities by PS.*

**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 last five (5) years.

<b>Date of the Contract</b>	<b>Contracting Party</b>	<b>Name of Contract</b>	<b>Kind of Goods Sold</b>	<b>Amount of Contract</b>	<b>Date of Delivery/ End-user's Acceptance</b>	<b>Date of Official Receipt</b>	<b>Bidder is A. Manufacturer B. Supplier C. Distributor</b>

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

\_\_\_\_\_  
Date

Instructions:

- a) Cut-off date as of:
  - (i) **Up to the day before the deadline of** submission of bids.
- b) **In the column under “Dates”, indicate the dates of Delivery/ End-user’s Acceptance and Official Receipt.**
- c) **“Name of Contract”. Indicate here the Nature/ Scope of the Contract for the Procuring Entity to determine the relevance of the entry with the Procurement at hand. Example: Supply and Delivery of Desktop and Laptop Computers**

**Statement of: (i) Ongoing Contracts and; (ii) Awarded But Not Yet Started Contracts**

This is to certify that \_\_\_\_\_ (company) \_\_\_\_\_ has the following ongoing and awarded but not yet started contracts:

<b>Date of the Contract</b>	<b>Contracting Party</b>	<b>Name of Contract</b>	<b>Kind of Goods Sold</b>	<b>Amount of Contract</b>	<b>Value of Outstanding Contracts</b>	<b>Bidder is A) Manufacturer B) Supplier C) Distributor</b>

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

\_\_\_\_\_  
Date

**Instructions:**

- a) State all ongoing contracts including those awarded but not yet started (government and private contracts which may be similar or not similar to the project called for bidding) as of:
  - i. **The day before the deadline of** submission of bids.
- b) If there is no ongoing contract including awarded but not yet started as of the aforementioned period, state none or equivalent term.
- d) The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC) in case an NFCC is submitted as an eligibility document. **“Name of Contract”**. **Indicate here the Nature/ Scope of the Contract for easier tracking of the entries/ representations.** *Example: Supply and Delivery of Desktop and Laptop Computers*

# 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 Procurement Service (PS) has recently published an Invitation to Apply for Eligibility and to Bid for the Supply and Delivery of \_\_\_\_\_ 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 PS-DBM;

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 PS-DBM 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 PS-DBM, 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 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 DBM-PS 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 PS-DBM, 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 PS-DBM, 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 PS-DBM 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.

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)

BEFORE ME, a Notary Public for and in the City/Municipality of \_\_\_\_\_  
(indicate also the Province in the case of Municipality), this \_\_\_\_\_ day  
of \_\_\_\_\_ (month & year) personally appeared the following:

NameID 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.

(Notary Public)

\_\_\_\_\_

Until \_\_\_\_\_  
PTR No. \_\_\_\_\_  
Date \_\_\_\_\_  
Place \_\_\_\_\_  
TIN \_\_\_\_\_  
IBP \_\_\_\_\_

Doc. No. ;  
Page No. ;  
Book No. ;  
Series of 20\_\_.

**Note:** The competent evidence of identity for Notary shall comply with Sec. 12 (a), Rule II 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;

## SUPPLIER'S LETTERHEAD

\_\_\_\_\_  
Date

**Chairperson  
PS-DBM Bids and Awards Committee VIII  
Paco, Manila**

Dear Sir:

This has reference to Public Bidding No. for \_\_\_\_\_ (Name of Project) . \_\_\_\_\_ (Name of Company) \_\_\_\_\_ respectfully requests for the following:

- Withdraw of Bid Submissions
- Refund of Bid Security  
(Attached is a photocopy of the Procurement Service Official Receipt)
- Cancellation of Credit Line Certificate

It is understood that \_\_\_\_\_ waives its right to file any motion for reconsideration and/pr protest in connection with the above-cited Public Bidding Project.

Thank you.

Very truly yours,

\_\_\_\_\_  
**Authorized Signatory for the Company**

## Form of Performance Security (Bank Guarantee)

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To : Procurement Service  
PS Complex, Cristobal St.,  
Paco, Manila

WHEREAS, \_\_\_\_\_ (*Name and Address of Supplier*) (hereinafter called “the Supplier”) has undertaken, in pursuance of Notice of Award No. \_\_\_\_\_ dated \_\_\_\_\_ to execute (*Name of Contract and Brief Description*) (hereinafter called “the Contract”);

AND WHEREAS, it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS, we have agreed to give the Supplier such a Bank Guarantee;

NOW THEREFORE, we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Supplier, up to a total of [*Amount of Guarantee*] proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [*Amount of Guarantee*] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between you and the Supplier shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the date of issue of the Final Acceptance [Inspection, & Certification of Acceptance Report(I.C.A.R)].

SIGNATURE AND SEAL OF THE  
GUARANTOR  
NAME OF BANK  
ADDRESS  
DATE

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

## BID SECURING DECLARATION FORM

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

X-----X

### BID SECURING DECLARATION Invitation to Bid: *Public Bidding No. 20-067-8*

To: ***Procurement Service***  
*PS Complex, RR Road*  
*Cristobal St., Paco, Manila*

I/We<sup>3</sup>, the undersigned, declare that:

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

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

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<sup>3</sup> Select one and delete the other. Adopt the same instruction for similar terms throughout the document.

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

Affiant

SUBSCRIBED AND SWORN to before me this \_\_\_ day of [month] [year] at [place of execution], Philippines. Affiant/s known to me, and known to be the same person/s in the exhibited [insert type of government identification card used\*], with his/her photograph and signature appearing thereon, with no. \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_.

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

NAME OF NOTARY PUBLIC  
Serial No. of Commission \_\_\_\_\_  
Notary Public for \_\_\_\_\_ until \_\_\_\_\_  
Roll of Attorney's No. \_\_\_\_\_  
PTR No. \_\_\_\_\_ [date issued], [place issued]  
IBP No. \_\_\_\_\_ [date issued], [place issued]

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of \_\_\_\_\_.

*\*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*

## **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]*

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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'S AUTHORIZED  
REPRESENTATIVE]  
[Insert Signatory's Legal Capacity]  
Affiant*

SUBSCRIBED AND SWORN to before me this \_\_\_\_ day of [month] [year] at [place of execution], Philippines. Affiant/s known to me, and known to be the same person/s in the exhibited [insert type of government identification card used\*], with his/her photograph and signature appearing

thereon, with no. \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_.

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

NAME OF NOTARY PUBLIC

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

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

Roll of Attorney's No. \_\_\_\_\_

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

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

Doc. No. \_\_\_\_\_

Page No. \_\_\_\_\_

Book No. \_\_\_\_\_

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

*\*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*

**Contract Agreement Form for the Procurement of Goods (Revised)**

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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

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

BEFORE ME, a Notary Public for and in the City/Municipality of \_\_\_\_\_ (indicate also the Province in the case of Municipality), this \_\_\_\_\_ day of \_\_\_\_\_ (month & year) \_\_\_\_\_ personally appeared the following:

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*

