

BIDDING DOCUMENTS

SUPPLY AND DELIVERY OF LAPTOP COMPUTERS FOR PUBLIC SCHOOL TEACHERS FOR THE DEPARTMENT OF EDUCATION

PUBLIC BIDDING NO: 21-074-7

**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 – BangkoSentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid

INVITATION TO BID

FOR THE

SUPPLY AND DELIVERY OF LAPTOP COMPUTERS FOR PUBLIC SCHOOL TEACHERS FOR THE DEPARTMENT OF EDUCATION

PUBLIC BIDDING NO. 21-074-7

FUNDING SOURCE: BAYANIHAN 2 FUND OF THE DEPARTMENT OF EDUCATION

1. The *Procurement Service*, invites PhilGEPS registered suppliers to bid for the following items:

Item/Description	Lot No.	Total Qty.	Approved Budget for the Contract	Price of Bid Documents	Delivery Period
Supply and Delivery of Laptop Computers for Public School Teachers	1	9,278 units	₱540,907,400.00	₱55,000.00	Please refer to Section VI. Schedule of Requirements
	2	12,620 units	₱735,746,000.00	₱74,000.00	
	3	8,927 units	₱520,444,100.00	₱53,000.00	
	4	8,758 units	₱510,591,400.00	₱52,000.00	

Bids received in excess of the ABC for each lot shall be automatically rejected at bid opening. Bidders should have completed, within *Five (5) years* prior to the date of submission and receipt of bids, a contract similar to the Project.

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

Advertisement/Posting of Invitation to Bid	10 May 2021
Issuance and Availability of Bid Documents	10 May 2021
Pre-Bid Conference	17 May 2021, 01:30 PM
Last day of Submission of Written Clarification	20 May 2021
Last day of Issuance of Bid Bulletin	24 May 2021
Deadline for Submission	31 May 2021, 01:30P.M.
Opening of Bids	Immediately after the Deadline of Submission of Bids

3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “pass/fail” criterion as specified in the Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the “Government Procurement Reform Act”.
 - 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 5183 and subject to Commonwealth Act 138.
4. Interested bidders may obtain further information from the Procurement Service and inspect the Bidding Documents at the address given below during *Mondays to Fridays, except holidays, from 8:00AM to 4:00PM.*

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

5. A complete set of Bidding Documents may be acquired by interested Bidders from the SBAC Secretariat (Procurement Division IV) and upon payment of a nonrefundable fee in amounts pursuant to the Schedule. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person, by facsimile, or through electronic means.

It may also be downloaded free of charge from the website of the Procurement Service – DBM (PS-DBM), provided that Bidders shall pay the nonrefundable fee for the Bidding Documents not later than the submission of their bids.

6. The *Department of Education, through its procuring agent, Procurement Service*, will hold a Pre-Bid Conference on **17 May 2021; 01:30 P.M.** which shall be open to all interested parties. Pursuant to the health and safety protocols issued by the Inter-Agency Task Force for the Management of Emerging Infectious Diseases, the scheduled meeting may be accessed through this link: <https://meet.google.com/qtq-znhk-qhv> for online access via Google Meet.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **31 May 2021, 01:30PM.** **Late bids shall not be accepted. Unsealed or unmarked bid envelopes shall also be rejected.**
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 14.
9. Bid opening shall be conducted on **31 May 2021; 01:30 P.M.** at the Conference Room, Procurement Service, Cristobal St., Paco, Manila. Pursuant to the General Community Quarantine and strict implementation of physical distancing due to the pandemic, the scheduled meeting may be accessed through this link: <https://meet.google.com/iew-kdmy-jjw> for online access via Google Meet. Bids will be opened in the presence of the Bidders’ representatives who choose to attend the activity.

10. Bidders shall drop their duly accomplished eligibility requirements, technical and financial proposals in two separate sealed envelopes in the designated bid box located at the 2nd Floor of the Procurement Service.
11. The *Department of Education, 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 9184, without thereby incurring any liability to the affected bidder or bidders.
12. For further information, please refer to:

Special Bids and Awards Committee I
Procurement Service
RR Road, Cristobal St., Paco, Manila
8290-6300 loc. 4030
pd4@ps-philgeps.gov.ph

SIGNATURE REDACTED

ULYSSES E. MORA

Chairperson, Special Bids and Awards Committee I

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Agent, *Procurement Service - DBM* wishes to receive Bids for the *Supply and Delivery of Laptop Computers for Public School Teachers for the Department of Education* under RA 9184, with Public Bidding No. **21-074-7**.

The Procurement Project (referred to herein as “Project”) is composed of **four (4) lots**, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for **2020** in the amount of **₱2,307,688,900.00**

2.2. The source of funding is the Bayanihan 2.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:

- i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
 - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - iii. When the Goods sought to be procured are not available from local suppliers; or
 - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No. 9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

There is no restriction on the origin of goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN, subject to Domestic Preference requirements under **ITB** Clause 18.

7. Subcontracts

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

The Procuring Entity has prescribed that:

Subcontracting is not allowed.

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

8. Pre-Bid Conference

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

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

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

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:

- a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.
- 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.
 - i. 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 tradable 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 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 25 September 2021 (120 calendar days from the deadline of submission of bids)]. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.

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:

One Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.

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	<p>For this purpose, contracts similar to the Project shall be:</p> <p>a. <u><i>any contracts similar to those classified as IT hardware and software.</i></u></p> <p>b. Completed within Five (5) years prior to the deadline for the submission and receipt of bids.</p>																			
7.1	<i>Subcontracting is not allowed.</i>																			
12	The price of the Goods shall be quoted DDP <i>per Special Conditions of the Contract (SCC) Clause 1</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.																			
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Item/Description</th> <th style="width: 10%;">Lot No.</th> <th style="width: 20%;">Amount Cash, Cashier's / Manager's Check, Bank Draft/ Guarantee/ Irrevocable Letter of Credit (2%)</th> <th style="width: 20%;">Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission (5%)</th> <th style="width: 20%;">Bid Securing Declaration (Pursuant to GPPB Resolution No. 03-2012)</th> </tr> </thead> <tbody> <tr> <td rowspan="4" style="text-align: center;">Supply and Delivery of Laptop Computers for Public School Teachers</td> <td style="text-align: center;">1</td> <td style="text-align: right;">10,818,148.00</td> <td style="text-align: right;">27,045,370.00</td> <td rowspan="4" style="text-align: center;">Please see Section VIII for the BSD Form</td> </tr> <tr> <td style="text-align: center;">2</td> <td style="text-align: right;">14,714,920.00</td> <td style="text-align: right;">36,787,300.00</td> </tr> <tr> <td style="text-align: center;">3</td> <td style="text-align: right;">10,408,882.00</td> <td style="text-align: right;">26,022,205.00</td> </tr> <tr> <td style="text-align: center;">4</td> <td style="text-align: right;">10,211,828.00</td> <td style="text-align: right;">25,529,570.00</td> </tr> </tbody> </table>	Item/Description	Lot No.	Amount Cash, Cashier's / Manager's Check, Bank Draft/ Guarantee/ Irrevocable Letter of Credit (2%)	Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission (5%)	Bid Securing Declaration (Pursuant to GPPB Resolution No. 03-2012)	Supply and Delivery of Laptop Computers for Public School Teachers	1	10,818,148.00	27,045,370.00	Please see Section VIII for the BSD Form	2	14,714,920.00	36,787,300.00	3	10,408,882.00	26,022,205.00	4	10,211,828.00	25,529,570.00
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15	<p>Each bidder shall submit one (1) original and one (1) copy of the first and second components of its bid.</p> <p>The duplicates – i.e. copy 1 must include documents as that of the original set of documents. In case, however a bidder opts to submit cash as bid security, copy 1 need not contain photocopies of the same.</p>																			
19.3	<p>The lots and references are:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 45%;">Item/Description</th> <th style="width: 10%;">Lot No.</th> <th style="width: 20%;">Quantity</th> <th style="width: 25%;">Approved Budget for the Contract</th> </tr> </thead> <tbody> <tr> <td rowspan="2" style="text-align: center;">Supply and Delivery of Laptop Computers for Public School Teachers</td> <td style="text-align: center;">1</td> <td style="text-align: center;">9,278 units</td> <td style="text-align: right;">P540,907,400.00</td> </tr> <tr> <td style="text-align: center;">2</td> <td style="text-align: center;">12,620 units</td> <td style="text-align: right;">735,746,000.00</td> </tr> </tbody> </table>	Item/Description	Lot No.	Quantity	Approved Budget for the Contract	Supply and Delivery of Laptop Computers for Public School Teachers	1	9,278 units	P540,907,400.00	2	12,620 units	735,746,000.00								
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		3	8,927 units	520,444,100.00
		4	8,758 units	510,591,400.00
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"> Income Tax Returns for year 2020 (BIR Form 1701 or 1702). Latest Value Added Tax Returns (Forms 2550M and 2550Q) or Percentage Tax Returns (Form 2551M). For this requirement, covering the last six (6) months prior to the deadline of submission of bids. <p><i>The income tax and business tax returns stated above should have been filed through the Electronic Filing and Payment System (EFPS). However, exceptions issued by the BIR are recognized (i.e. BIR RMC No. 37-2020 and RMC No. 4-2021) subject to validation and verification.</i></p> <ol style="list-style-type: none"> Proof of completion of the single largest contract as identified in the Statement of Single Largest Contract, which shall be copy of any verifiable document(s) such as but not limited to the following: (a) Contract/s or Purchase Order/s; (b) corresponding Sales Invoice/s; (c) Official Receipt/Cash Receipt/Collection Receipt; (d) Certificate of Satisfactory Completion or any other document that would evidence completion of the contract or purchase order. Submission of pieces of evidence as proof of compliance with the bidder's actual offer, if applicable. <p>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 bidder's 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.</p> <ol style="list-style-type: none"> Valid and updated PhilGEPS Certificate of Registration (Platinum Membership). The offered brand of the item must be an international brand with at least 5 years of presence at the local market and in the USA, Europe, or Japan market. <p>Microsoft authorized Direct OEM Partner with Global Partner Agreement License Confirmation issued by Microsoft to the Manufacturer, that should indicate the model and product being offered to the agency are authentic and the manufacturer was given the right to pre-install and distribute the Microsoft Licenses under the GPA terms, for the Philippine region, as a local registered named partner in the country.</p> <ol style="list-style-type: none"> Certification that the item must be either ISO 9001:2008 or ISO 9001:2015 certified. Certification that the item must be ISO 14001:2004. 			

9. Certification that the item must be Energy Star 7.0, EPEAT.
10. Certification that the item must be MIL STD – 810G tested (military standard tested)
11. Certification that the brand of the Laptop must have been in the local and international market for at least (5) years prior to the scheduled date of bid opening.
12. Certification that the item must be pre-installed Optimization Software for performances improvement, battery utilization and augmentation of audio quality.
13. **Ecolabel**: ISO 14024:1999 or ECMA 370, CE or equivalent (Ecolabel)
14. **Compatibility** : To Allow integration with future technologies as indicated in a Certificate of Upgradability issued by the manufacturer (**i.e. hardware will be compatible to future upgrade of Operating System and/or Software up to one cycle upgrade**)
15. Warranty Certificate for three (3) years on parts and labor.
16. The bidder must have a toll free hotline number and email address for technical assistance with Level 1 and Level 2 Technical Support with 8x5 SLA; 4-hour response time within Metro Manila and next business day for provisional areas.
17. Manufacturer’s Certificate or Authorization from the Philippine entity, representatives of the Manufacturer or Product Vendor for Hardware Deliverables.
18. Certificate addressed to procuring entity which states that the equipment being offered is not obsolete or shortly to be phased out of production.
19. Certificate from the Principal that the solution being offered is compliant with this Terms of Reference for Hardware Deliverables.
20. The Manufacturer for the Educational Laptop must have local qualified and trained technical personnel in the Philippines.
21. The Manufacturer for the Educational Laptop must have local spare parts warehouse in Metro Manila.
22. The Manufacturer for the Educational Laptop must be an international enterprise and should have more than 15 years business experience in Philippines.
23. The Manufacturer of Educational Laptop must be in the latest IDC Top 5 Brands Worldwide. Copy of the report must be attached with the post qualification document submission.

24. Warranty Certificate stating the warranty coverage for the component being offered for Hardware Deliverables.
25. Manufacturer's Certificate coming from the Philippine entity, representative of the Manufacturer of Product Vendor for Endpoint Security.
26. Certificate from the Principal that the solution being offered is compliant with this term of reference for Endpoint Security.
27. The Manufacturer of Endpoint Security must be in the Magic Leaders Quadrant for the year 2019. Copy of the report must be attached with the Post Qualification Documents.
28. Warranty Certificate stating the warranty coverage for the component being offered for the Endpoint Security.
29. The Bidder must provide a 1-year subscription for the Anti-Virus.
30. List of Project Management Team that is composed of the following and a copy of their CVs:
 - At least one (1) Senior Project Manager, with a minimum of two (2) years continuous project management engagement in a National Government Agency for the past 5 years. The Senior Project Manager must have been previously employed or hired by another government agency similarly designated as Project Manager and tasked to manage ICT project. The Bidder is required to include in its bid submission a certified true copy of his/ her Service Record or Certificate of Employment, Contract or Memorandum to Hire bearing the name of the Senior Project Manager. Copy of the CVs of the personnel assigned should be included in the bid submission. The appointed project manager from the winning bidder shall be required, but not be limited to attend all site meetings, project meetings and project status report meetings.
 - One (1) Assistant Project Manager during project implementation to oversee the project.
 - At least one (1) Enterprise Solutions Architect or Technical Consultant appropriately skilled in Network, Security, Cloud Computing, Big Data and Data Center or ICT Facilities. The Enterprise Solutions Architect or Technical Consultant must have been previously employed or hired by another government agency designated as Technical or Technology Consultant and tasked to conceptualized, design or oversee the technical implementation of Network, Security, Cloud or Data Center Projects. The bidder is required to include in its bid submission a certified true copy of Certificate of Employment (COE), Contract or Memorandum to Hire bearing the name of the Enterprise Solutions Architect or Technical Consultant to be assigned to this project.
 - Copy of the CVs of the personnel assigned should be included in the Post Qualification Documents.

	<p>Note: Upon evaluation, bidders with overdue deliveries and/or rejection notices as of the date of opening of bids shall be subject to post-disqualification.</p> <p><i>N.B. Documents submitted during post-qualification as part of post-qualification documents must be certified by the authorized representative to be true copy/ies from the original.</i></p>
21.2	No further instructions.

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 VII (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

5. Warranty

- 5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause			
1	The Project Site is:		
	Item/Description	Lot No.	Quantity
	Supply and Delivery of Laptop Computers for Public School Teachers	1	9,278units
		2	12,620 units
		3	8,927 units
		4	8,758 units
			CAR, Region I, Region II, and Region III Refer to Allocation List(attached as Annex "A")
			NCR, Region IV-A, Region IV-B, Region V Refer to Allocation List(attached as Annex "A")
			Region VI, Region VII, Region VIII Refer to Allocation List(attached as Annex "A")
			CARAGA, Region IX, Region X, Region XI, Region XII Refer to Allocation List(attached as Annex "A")
	<p>Contact Person:Engr. Ofelia Algo Information Technology Office III Chief, Technology Infrastructure Division Information and Communication Technology Services Contact # : (+63) 8633 2363, (+63) 908 878 2413 Email Add: ofelia.algo@deped.gov.ph</p>		

	<p>Note: Supplier should coordinate with the Contact Person prior to Delivery for the actual quantity to be delivered.</p> <p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered <i>[indicate place of destination]</i>. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered <i>[indicate place of destination]</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <i>Engr. Ofelia Algo</i>.</p>
	<p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
	<p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p>

	<p>Spare Parts –</p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <ul style="list-style-type: none"> 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: <ul style="list-style-type: none"> i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested. <p>The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the costs thereof are included in the contract price.</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of 3 months.</p>
	<p>Spare parts or components shall be supplied as promptly as possible, but in any case, within 3 months of placing the order.</p>
	<p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p>

	<p>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>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p>
	<p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, 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>Intellectual Property Rights –</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.
2.2	For the initial progress payment, a minimum of 25% of the Contract Price per lot or per item shall be paid to the supplier upon a minimum of 25% of the requirement per lot or per item and duly accepted by the school's representative. Final payment shall constitute release of the retention money in case of expiry of the warranty period, or whatever is left of it, after it has been called for use under the warranty provision.
4	The inspections and tests that will be conducted shall be in accordance with Section VII. Technical Specifications.
5.1	Payment shall be made subject to the "Warranty" provisions in the form of either retention money in an amount equivalent to at least three percent (3%) of every progress payment, or a special bank guarantee equivalent to at least three percent (3%) of the total contract price as required under Section 62 of RA 9184 and its revised IRR.

Section VI. Schedule of Requirements

Lot No.	Quantity	Item/Description	Delivery period
1	9,278 units	Supply and Delivery of Laptop Computers for Public School Teachers	<p style="text-align: center;">Within Forty Five (45) Calendar Days from the receipt date indicated in the Notice to Proceed (NTP)</p> <p><i>Note: Presence of the winning bidder's authorized representative is required during the delivery at the project sites.</i></p>

I hereby commit to deliver the required quality and quantities upon receipt of the Notice to Proceed as indicated above.

Name of Company

Signature Over Printed
Name of Authorized
Representative

Date

Lot No.	Qty	Item/Description	Delivery period
2	12,620 units	Supply and Delivery of Laptop Computers for Public School Teachers	<p>Within Forty Five (45) Calendar Days from the receipt date indicated in the Notice to Proceed (NTP)</p> <p><i>Note: Presence of the winning bidder's authorized representative is required during the delivery at the project sites.</i></p>

I hereby commit to deliver the required quality and quantities upon receipt of the Notice to Proceed as indicated above.

Name of Company

Signature Over Printed
Name of Authorized
Representative

Date

Lot No.	Qty	Item/Description	Delivery period
3	8,927 units	Supply and Delivery of Laptop Computers for Public School Teachers	<p>Within Forty Five (45) Calendar Days from the receipt date indicated in the Notice to Proceed (NTP)</p> <p><i>Note: Presence of the winning bidder's authorized representative is required during the delivery at the project sites.</i></p>

I hereby commit to deliver the required quality and quantities upon receipt of the Notice to Proceed as indicated above.

Name of Company

Signature Over Printed
Name of Authorized
Representative

Date

Lot No.	Qty	Item/Description	Delivery period
4	8,758 units	Supply and Delivery of Laptop Computers for Public School Teachers	<p>Within Forty Five (45) Calendar Days from the receipt date indicated in the Notice to Proceed (NTP)</p> <p><i>Note: Presence of the winning bidder's authorized representative is required during the delivery at the project sites.</i></p>

I hereby commit to deliver the required quality and quantities upon receipt of the Notice to Proceed as indicated above.

Name of Company

Signature Over Printed
Name of Authorized
Representative

Date

ANNEX A

LOT 1:

Region	Division	Quantity	
		Per Division	Per Region
CAR	Abra	116	782
CAR	Apayao	70	
CAR	Baguio City	110	
CAR	Benguet	167	
CAR	Ifugao	95	
CAR	Kalinga	64	
CAR	Mt. Province	104	
CAR	Tabuk City	56	
Region I	Alaminos City	40	2,160
Region I	Batac City	21	
Region I	Candon City	25	
Region I	Dagupan City	65	
Region I	Ilocos Norte	194	
Region I	Ilocos Sur	247	
Region I	La Union	275	
Region I	Laoag City	43	
Region I	Pangasinan I, Lingayen	575	
Region I	Pangasinan II, Binalonan	466	
Region I	San Carlos City	86	
Region I	San Fernando City	37	
Region I	Urdaneta City	57	
Region I	Vigan City	29	
Region II	Batanes	20	1,527
Region II	Cagayan	474	
Region II	Cauayan City	55	
Region II	City of Ilagan	68	
Region II	Isabela	510	

Region II	Nueva Vizcaya	197	4,809
Region II	Quirino	97	
Region II	Santiago City	47	
Region II	Tuguegarao City	59	
Region III	Angeles City	140	
Region III	Aurora	106	
Region III	Balanga City	39	
Region III	Bataan	251	
Region III	Bulacan	734	
Region III	Cabanatuan City	87	
Region III	Gapan City	51	
Region III	Mabalacat City	872	
Region III	Malolos City	78	
Region III	Meycauayan City	50	
Region III	Munoz Science City	37	
Region III	Nueva Ecija	575	
Region III	Olongapo City	80	
Region III	Pampanga	577	
Region III	San Fernando City	105	
Region III	San Jose City	52	
Region III	San Jose del Monte City	182	
Region III	Tarlac	426	
Region III	Tarlac City	107	
Region III	Zambales	260	

LOT 2:

NCR	Caloocan City	397	3,383
NCR	City of San Juan	21	
NCR	Las Piñas City	176	
NCR	Makati City	148	
NCR	Malabon City	122	
NCR	Mandaluyong City	101	
NCR	Manila	508	
NCR	Marikina City	129	
NCR	Muntinlupa City	124	
NCR	Navotas	78	
NCR	Paranaque City	150	
NCR	Pasay City	108	
NCR	Pasig City	221	

NCR	Quezon City	670	
NCR	Taguig	232	
NCR	Valenzuela City	198	
Region IV-A	Antipolo City	263	4,730
Region IV-A	Bacoor City	119	
Region IV-A	Batangas	657	
Region IV-A	Batangas City	108	
Region IV-A	Binan City	84	
Region IV-A	Cabuyao City	80	
Region IV-A	Calamba City	140	
Region IV-A	Cavite	536	
Region IV-A	Cavite City	37	
Region IV-A	Dasmaringas City	193	
Region IV-A	General Trias City	89	
Region IV-A	Imus City	110	
Region IV-A	Laguna	442	
Region IV-A	Lipa City	110	
Region IV-A	Lucena City	78	
Region IV-A	Quezon	786	
Region IV-A	Rizal	626	
Region IV-A	San Pablo City	92	
Region IV-A	Sta. Rosa City	79	
Region IV-A	Tanauan City	65	
Region IV-A	Tayabas City	36	
Region IV-B	Calapan City	58	1,501
Region IV-B	Marinduque	125	
Region IV-B	Occidental Mindoro	241	
Region IV-B	Oriental Mindoro	335	
Region IV-B	Palawan	461	
Region IV-B	Puerto Princesa City	109	
Region IV-B	Romblon	172	
Region V	Albay	432	3,006
Region V	Camarines Norte	288	
Region V	Camarines Sur	823	
Region V	Catanduanes	161	
Region V	Iriga City	50	
Region V	Legaspi City	78	
Region V	Ligao City	61	
Region V	Masbate	458	
Region V	Masbate City	51	
Region V	Naga City	83	

Region V	Sorsogon	363
Region V	Sorsogon City	84
Region V	Tabaco City	74

LOT 3:

Region VI	Aklan	259	3,357
Region VI	Antique	293	
Region VI	Bacolod City	178	
Region VI	Bago City	69	
Region VI	Cadiz City	68	
Region VI	Capiz	303	
Region VI	Escalante City	43	
Region VI	Guimaras	82	
Region VI	Himamaylan City	50	
Region VI	Iloilo	882	
Region VI	Iloilo City	132	
Region VI	Kabankalan City	93	
Region VI	La Carlota City	36	
Region VI	Negros Occidental	563	
Region VI	Passi City	40	
Region VI	Roxas City	56	
Region VI	Sagay City	71	
Region VI	San Carlos City	54	
Region VI	Silay City	49	
Region VI	Sipalay City	36	
Region VII	Bais City	39	3,182
Region VII	Bayawan City	81	
Region VII	Bogo City	29	
Region VII	Bohol	610	
Region VII	Carcar City	51	
Region VII	Cebu	970	
Region VII	Cebu City	296	
Region VII	City of Naga, Cebu	45	
Region VII	Danao City	64	
Region VII	Dumaguete City	39	
Region VII	Guihulngan City	63	
Region VII	Lapu-Lapu City	154	
Region VII	Mandaue City	105	
Region VII	Negros Oriental	345	
Region VII	Siquijor	44	

Region VII	Tagbilaran City	38	
Region VII	Talisay City	76	
Region VII	Tanjay City	51	
Region VII	Toledo City	82	
Region VIII	Baybay City	56	2,388
Region VIII	Biliran	95	
Region VIII	Borongan City	33	
Region VIII	Calbayog City	104	
Region VIII	Catbalogan City	56	
Region VIII	Eastern Samar	230	
Region VIII	Leyte	726	
Region VIII	Maasin City	39	
Region VIII	Northern Samar	357	
Region VIII	Ormoc City	101	
Region VIII	Samar (Western Samar)	318	
Region VIII	Southern Leyte	175	
Region VIII	Tacloban City	98	

LOT 4:

Region IX	Dapitan City	38	1,716
Region IX	Dipolog City	54	
Region IX	Isabela City	63	
Region IX	Pagadian City	74	
Region IX	Zamboanga City	345	
Region IX	Zamboanga del Norte	412	
Region IX	Zamboanga del Sur	411	
Region IX	Zamboanga Sibugay	319	
Region X	Bukidnon	451	1,911
Region X	Cagayan de Oro City	212	
Region X	Camiguin	47	
Region X	El Salvador	20	
Region X	Gingoog City	62	
Region X	Iligan City	132	
Region X	Lanao del Norte	224	
Region X	Malaybalay City	90	
Region X	Misamis Occidental	145	
Region X	Misamis Oriental	322	
Region X	Oroquieta City	40	

Region X	Ozamis City	54		
Region X	Tangub City	35		
Region X	Valencia City	77		
Region XI	Compostela Valley	350	2,002	
Region XI	Davao City	536		
Region XI	Davao del Norte	209		
Region XI	Davao del Sur	186		
Region XI	Davao Occidental	147		
Region XI	Davao Oriental	210		
Region XI	Digos City	70		
Region XI	Island Garden City of Samal	53		
Region XI	Mati City	70		
Region XI	Panabo City	73		
Region XI	Tagum City	98		
Region XII	Cotabato City	87		1,790
Region XII	General Santos City	87		
Region XII	Kidapawan City	70		
Region XII	Koronadal City	69		
Region XII	North Cotabato	545		
Region XII	Sarangani	276		
Region XII	South Cotabato	324		
Region XII	Sultan Kudarat	293		
Region XII	Tacurong City	39		
CARAGA	Agusan del Norte	145	1,339	
CARAGA	Agusan del Sur	321		
CARAGA	Bayugan City	55		
CARAGA	Bislig City	44		
CARAGA	Butuan City	156		
CARAGA	Cabadbaran City	30		
CARAGA	Dinagat Island	61		
CARAGA	Siargao	61		
CARAGA	Surigao City	60		
CARAGA	Surigao del Norte	127		
CARAGA	Surigao del Sur	251		
CARAGA	Tandag City	28		

SUBMISSION OF SAMPLES/DEMO UNITS for POST QUALIFICATION

The **Lowest Calculated Bidder** shall submit the following samples/demo units to the BAC through the Technical Working Group within non-extendible five (5) calendar days upon receipt of Notice of Single/Lowest Calculated Bid, for evaluation and testing purposes:

LOT NO.	ITEM/DESCRIPTION	REQUIREMENTS	TESTING & EVALUATION
1	Supply and Delivery of Laptop Computers for Public School Teachers	One (1) brand new demo unit	In-house Testing
2		Note: If a supplier bid on multiple lots they can submit one (1) unit for demo as long as they will observe same model and brand of unit.)	
3			
4			

Evaluation of sample/demo unit during post-qualification stage shall be conducted by the BAC, through Technical Working Group using in-house tests.

Section VII. Technical Specifications

ITEM	DESCRIPTION	QUANTITY
LOT NO. 1	Supply and Delivery of Laptop Computers for Public School Teachers (for <i>CAR, Region I, Region II, and Region III</i>)	9,278 units
LOT NO. 2	Supply and Delivery of Laptop Computers for Public School Teachers (for <i>NCR, Region IV-A, Region IV-B, Region V</i>)	12,620 units
LOT NO. 3	Supply and Delivery of Laptop Computers for Public School Teachers (for <i>Region VI, Region VII, Region VIII</i>)	8,927 units
LOT NO. 4	Supply and Delivery of Laptop Computers for Public School Teachers (for <i>CARAGA, Region IX, Region X, Region XI, Region XII</i>)	8,758 units

AGENCY SPECIFICATIONS	BIDDER'S STATEMENT OF COMPLIANCE	ACTUAL OFFER
<ul style="list-style-type: none"> • Processor <ul style="list-style-type: none"> ➤ 1.9ghz Base Speed, 2MB Cache 		
<ul style="list-style-type: none"> • Memory <ul style="list-style-type: none"> ➤ 8 GB DDR4 RAM 		
<ul style="list-style-type: none"> • Display <ul style="list-style-type: none"> ➤ Screen Size: 14" ➤ Resolution: 1920 x 1080 (Full HD) ➤ Anti-Glare Non-Touch 		
<ul style="list-style-type: none"> • Storage <ul style="list-style-type: none"> ➤ 1TB SATA HDD 		
<ul style="list-style-type: none"> • Audio <ul style="list-style-type: none"> ➤ 6 Ω/1W Speaker x 2 Built-in Speakers ➤ ϕ 3.5mm standard headphone jack 		
<ul style="list-style-type: none"> • Camera <ul style="list-style-type: none"> ➤ Built-in 		
<ul style="list-style-type: none"> • Connectivity <ul style="list-style-type: none"> ➤ Wireless LAN 802.11 ➤ Bluetooth ➤ Built-in wireless screen mirroring 		
<ul style="list-style-type: none"> • Ports <ul style="list-style-type: none"> ➤ 2 x USB 3.1, 1 x USB 2.0, 1 x USB type C ➤ 1 x headset port ➤ 1 x HDMI 		

(USB conversion/ extension/ adapter are not allowed)		
<ul style="list-style-type: none"> • Keyboard <ul style="list-style-type: none"> ➤ US English Layout ➤ Standard Size ➤ Backlit 		
<ul style="list-style-type: none"> • Mouse <ul style="list-style-type: none"> ➤ Optical ➤ Wireless 		
<ul style="list-style-type: none"> • Headset <ul style="list-style-type: none"> ➤ Over-the-Head ➤ 3.5mm audio jack connection 		
<ul style="list-style-type: none"> • Touchpad <ul style="list-style-type: none"> ➤ Multi-touch or Touch Pad with 2 Buttons 		
<ul style="list-style-type: none"> • Power Adapter <ul style="list-style-type: none"> ➤ Type-C or Standard AC/DC Adapter 		
<ul style="list-style-type: none"> • Security <ul style="list-style-type: none"> ➤ Built-in chassis security lock slot 		
<ul style="list-style-type: none"> • Additional Requirements <ul style="list-style-type: none"> ➤ <i>Must have a single agent for Antivirus, Data Loss Prevention, Application Control, Web Security, and Peripheral Control;</i> ➤ <i>Connectivity flip-down RJ-45 LAN port; and</i> ➤ <i>Security-Wedge-shaped chassis security lock slot.</i> 		
<ul style="list-style-type: none"> • Other Requirements <ul style="list-style-type: none"> ➤ The offered brand of the item must be an international brand with at least 5 years of presence at the local market and in the USA, Europe, or Japan market. ➤ Microsoft authorized Direct OEM Partner with Global Partner Agreement License Confirmation issued by Microsoft to the Manufacturer, that should indicate the model and product being offered to the agency are authentic and the manufacturer was given the right to pre-install and distribute the Microsoft Licenses under GPA terms, for the Philippine region, as a local registered named partner in the country. 		

<ul style="list-style-type: none"> • The offered laptop must support wireless screen mirroring, without delay/latency, to the offered television set. 		
<ul style="list-style-type: none"> • Operating System <ul style="list-style-type: none"> ➢ Windows 10 Professional ("Shape the Future") SKU 		
<ul style="list-style-type: none"> • Application Software <ul style="list-style-type: none"> ➢ Latest Available Microsoft Office (with installer and licensed key to be provided by DepEd) ➢ Pre-installed Optimization Software for performance improvement, battery utilization and augmentation of audio quality ➢ Other applications to be provided by DepEd 		
<ul style="list-style-type: none"> • End Point Protection <p>The Vendor must supply the Endpoint Protection Software that has the following specifications:</p> <ul style="list-style-type: none"> ➢ Integrated Management <ul style="list-style-type: none"> ▪ Must have a unified console for managing multiple products ▪ Advanced Endpoint Protection, Server Security, and Mobile Control ▪ All settings for these products must be configured from a Central Dashboard without the need to access additional consoles. ➢ Multi-Factor Authentication (MFA) <ul style="list-style-type: none"> ▪ Must provide an additional layer of security, other than password. (i.e. Google Authenticator and Manufacturer Authenticator). ➢ Multi-Platform Management (Endpoint) <ul style="list-style-type: none"> ▪ Windows, Mac and Linux machines must be managed from one management console. ▪ The solution must support Windows Server, Linux, Public Cloud (Microsoft Azure, Amazon AWS, and Google Cloud Platform). ➢ Updating Bandwidth Consumption <ul style="list-style-type: none"> ▪ Updating of endpoints should have the ability to set pre-configured available bandwidth used for both software updating 		

<p>and threat definition updates (e.g. 256Kbps.)</p> <ul style="list-style-type: none"> ▪ Must have the option to setup local cache updating server within on-premise network environment to minimize large software engine update. <p>➤ Deployment Option</p> <ul style="list-style-type: none"> ▪ Deploying of the endpoint agent must support the following methodology: Email, AD Startup/Shutdown script, AD Login script, SCCM and Disk Image. <p>➤ Role-Based Management (RBAC)</p> <ul style="list-style-type: none"> ▪ Must have the capability to allow the separation of estate management to different administrator login. <p>➤ Microsoft AD Synchronization</p> <ul style="list-style-type: none"> ▪ Must have the capability to only allow outbound synchronization of Users/Groups from the local Active Directory servers to the Cloud Dashboard for policy management. <p>➤ Policies</p> <ul style="list-style-type: none"> ▪ Selected policies should be able to be applied to either users or devices. ▪ Policies must provide the option to be disabled automatically based on a scheduled time and date. <p>➤ Enhanced Tamper Protection</p> <ul style="list-style-type: none"> ▪ The endpoint solution must have the capability to monitor or stop local administrative users or malicious processes to disable the endpoint protection. <p>➤ Advanced Deep Learning Mechanism</p> <ul style="list-style-type: none"> ▪ Must have advanced form of machine learning that detects/blocks both known and unknown threats without relying on a virus definition update. <p>➤ Exploit Prevention / Mitigation on the following known exploits</p> <ul style="list-style-type: none"> ▪ Must have the ability to deny attackers using different exploitation techniques to take advantage of any software vulnerabilities to deliver malware. <p>➤ Malicious Traffic Detection</p> <ul style="list-style-type: none"> ▪ Must be able to detect communications between endpoint computers and 		
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<p>command and control servers involved in botnet or other malware attacks.</p> <ul style="list-style-type: none"> ➤ Anti-Ransom ware Protection <ul style="list-style-type: none"> ▪ Must have the ability to track computers and processes attempting to modify / encrypt documents and other files. ▪ Must have the ability for the encrypted files to be rolled back to a pre-encrypted state. ➤ Root Cause Analysis <ul style="list-style-type: none"> ▪ Must have the capability to identify what happened, where a breach originated, what files were impacted, and provide guidance on how to strengthen and organization’s security posture. ➤ Advanced System Clean <ul style="list-style-type: none"> ▪ Must have the capability to trigger a deep clean upon any active detection of exploit or ransomware. ▪ Uniquely examines the whole system not only removing malware, but also removing the traces left behind on the system, such as other files and registry keys. ➤ Endpoint Protection Features <ul style="list-style-type: none"> ▪ Must have Web Security, Download Reputation, Web Control / URL Category Blocking, Peripheral Control (e.g. USB), Application Control, Pre-execution Behavior Analysis (HIPS), Data Loss Prevention, Runtime Behavior Analysis (HIPS) ▪ Must be able to block Potentially Unwanted Application (PUA) and automatically remove malware. 		
<ul style="list-style-type: none"> • Copy of Software <ul style="list-style-type: none"> ➤ USB (bootable and capable of restoring the original system state to another hard disk) to be provided to recipient school ➤ Provision of one (1) master copy for each recipient Division through IT Officer. 		
<ul style="list-style-type: none"> • HDD Partition <ul style="list-style-type: none"> ➤ Drive C (system) and Drive D (data) 		
<ul style="list-style-type: none"> • Special Requirements <ul style="list-style-type: none"> ➤ DepEd Logo 		

<ul style="list-style-type: none"> ▪ DepEd 2020 Standard Screen Display Public Schools of the Future (PSOF) EduKalidad  <ul style="list-style-type: none"> ▪ DepEd Logo shall be programmed in the "Laptop Bios" (<i>displayed during system start-up</i>) ▪ DepEd Logo shall be used as "laptop screen background display / wallpaper" ▪ DepEd will provide a soft copy of the logo. 		
<ul style="list-style-type: none"> • Function Key <ul style="list-style-type: none"> ➢ Any function key shall be assigned to restore the Laptop to its original system state in case of a breakdown. 		
<ul style="list-style-type: none"> • Carrying Bag/ Laptop Bag <ul style="list-style-type: none"> ➢ Description: <ul style="list-style-type: none"> ▪ Color Black, ▪ Ballistic nylon, ▪ Padded, ▪ Splash resistant, ▪ Weatherproof zippers, ▪ With inside and outside pockets ▪ Adequate for the Laptop model offered ▪ With DepEd logo embossed or embroidered directly to the bag material as described below: <ul style="list-style-type: none"> ◆ Height: 2 inches ◆ Width: 4 inches ◆ DepEd Logo: Colored 		

COMPLIANCE STANDARDS		
<ul style="list-style-type: none"> • Warranty Support <ul style="list-style-type: none"> ➤ NOT in “end of life” as reflected in the current product line and as stated in the manufacturer’s official website, product brochure or in the Manufacturer’s Certificate issued for this purpose. ➤ Three (3) years warranty 		
<ul style="list-style-type: none"> • Certification <ul style="list-style-type: none"> ➤ MUST be either ISO 9001:2008 or ISO 9001:2015 certified. ➤ MUST be ISO 14001:2004 certified. ➤ Energy Star 7.0, EPEAT ➤ MIL STD – 810G tested (military standard tested) ➤ Brand of the Laptop must have been in the local and international market for at least five (5) years prior to the scheduled date of bid opening. ➤ Pre-installed Optimization Software for performance improvement, battery utilization and augmentation of audio quality 		
<ul style="list-style-type: none"> • Ecolabel <ul style="list-style-type: none"> ➤ ISO 14024:1999 or ECMA 370, CE or equivalent (Ecolabel) 		
<ul style="list-style-type: none"> • Compatibility <ul style="list-style-type: none"> ➤ TO ALLOW integration with future technologies as indicated in a Certificate of Upgradability issued by the manufacturer (<i>i.e. hardware will be compatible to future upgrade of Operating System and/or Software up to one cycle upgrade</i>) 		
ADDITIONAL REQUIREMENTS		
<ul style="list-style-type: none"> • Online Training <ul style="list-style-type: none"> ➤ The winning Bidder must provide a one (1) day comprehensive training on installation, configuration administration and troubleshooting for at most, 100 users. ➤ Provide an option to do online training in lieu of physical training (will be considered in coordination and approval of the project representatives). 		

<ul style="list-style-type: none"> ➤ All Costs relative to the training must be at the expense of the Winning Bidder, including training venue, food and training materials of the participants. ➤ For participants outside Metro Manila, transportation expenses, board and lodging are at the expense of the agency (DepEd). 		
<ul style="list-style-type: none"> • Service Support Requirements <ul style="list-style-type: none"> ➤ The winning bidder must provide the following after-sales service support for the project for a period of three (3) years from the issuance of Certificate of Final Acceptance. ➤ For the Hardware Deliverables, the Bidder's manufacturer shall provide 100% technical support Service Level Agreement (SLA). The Bidder's manufacturer technical support structure and escalation procedure during the maintenance period must include the following: <ul style="list-style-type: none"> ▪ Level 1 and Level 2 Technical support with 8x5 SLA; 4-hour response time within Metro Manila and next business day for provisional areas. ▪ Warranty and after-sales support for laptops. <ul style="list-style-type: none"> ○ 3-year onsite support warranty on parts and labor. ○ The bidder's manufacturer must provide a central toll-free Hotline Number and email address. ○ Remote support shall be provided immediately by the manufacturer through the Hotline upon receipt of service call. For email service request, the response time is 24 hours. ○ Onsite support service should be provided by the bidder the next business day after final remote diagnosis for delivered items within Metro Manila, at most, 2 business days for areas outside Metro Manila. 		

<ul style="list-style-type: none"> • The hardware manufacturer must have the capacity to provide nationwide onsite support and central support hotline and email. • The hardware manufacturer should have at least two (2) depots within the country. • The on-site support engineers must comply with the following: <ul style="list-style-type: none"> ○ Possess all mandatory certifications for technical support required by the manufacturer of the brand or an NC-II certificate for computer hardware servicing ○ Be a Licensed Electronics Technician or Manufacturer’s Certified Technician. ▪ The winning Bidder must provide replacement of defective items and should be made within fifteen (15) calendars days from notice of defects from procuring agency. ▪ The winning Bidder shall guarantee that service units shall be provided while waiting for the replacement of defective units that are still within the warranty period. The service unit should be made available prior to the pullout of the defective equipment. 		
<ul style="list-style-type: none"> • Product Qualifications and Certifications <ul style="list-style-type: none"> ➢ The following documents/certification must be submitted during Post Qualification: ➢ Hardware Deliverable <ul style="list-style-type: none"> ▪ Manufacturer’s Certificate or Authorization from the Philippine entity, representatives of the Manufacturer or Product Vendor. ▪ Certificate addressed to the Procuring Entity which states that the equipment being offered is not obsolete or shortly to be phased out of production. ▪ Certificate from the Principal that the solution being offered is compliant with this Terms of Reference 		

<ul style="list-style-type: none"> ▪ The Manufacturer for the Educational Laptop must have local qualified and trained technical personnel in the Philippines. ▪ The Manufacturer for the Educational Laptop must have local spare parts warehouse in Metro Manila ▪ The Manufacturer for the Educational Laptop must be an international enterprise and should have more than 15 years business experience in Philippines. ▪ The Manufacturer of Educational Laptop must be in the latest IDC Top 5 Brands Worldwide. Copy of the report must be attached with the Post Qualification Documents. ▪ Warranty Certificate stating the warranty coverage for the component being offered. ➤ Endpoint Security <ul style="list-style-type: none"> ▪ Manufacturer’s Certificate or Authorization coming from the Philippine entity, representatives of the Manufacturer or Product Vendor. ▪ Certificate from the Principal that the solution being offered is compliant with this Terms of Reference. ▪ The Manufacturer of End Point Security must be in the Magic Leaders Quadrant for the year 2019. Copy of the report must be attached with the Post Qualification Documents. ▪ Warranty Certificate stating the warranty and support coverage for the component being offered. ▪ The Bidder must provide a 1-year subscription for the Anti-Virus. 		
<ul style="list-style-type: none"> • Bidders Qualification <ul style="list-style-type: none"> ➤ The following documents/certification must be submitted during Post Qualification: <ul style="list-style-type: none"> ▪ The bidder should have ISO 9001:2015 Quality Management Systems, if for joint venture agreement, at least one of the JV should be ISO 9001:2015 certified. 		

<ul style="list-style-type: none"> ▪ The bidder should have a project management team that is composed of: <ul style="list-style-type: none"> ○ At least one (1) Senior Project Manager, with a minimum of two (2) years continuous project management engagement in a National Government Agency for the past 5 years. The Senior Project Manager must have been previously employed or hired by another government agency similarly designated as Project Manager and tasked to manage ICT project. The Bidder is required to include in its Post Qualification Documents a certified true copy of his/ her Service Record or Certificate of Employment, Contract or Memorandum to Hire bearing the name of the Senior Project Manager. Copy of the CVs of the personnel assigned should be included in the Post Qualification Documents. The appointed project manager from the winning bidder shall be required, but not be limited to attend all site meetings, project meetings and project status report meetings. ○ One (1) Assistant Project Manager during project implementation to oversee the project. ▪ The Bidder must include in its project team: <ul style="list-style-type: none"> ○ at least one (1) Enterprise Solutions Architect or Technical Consultant appropriately skilled in Network, Security, Cloud Computing, Big Data and Data Center or ICT 		
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<p>Facilities. The Enterprise Solutions Architect of Technical Consultant must have been previously employed or hired by another government agency designated as Technical or Technology Consultant and tasked to conceptualized, design or oversee the technical implementation of Network, Security, Cloud or Data Center Projects. The bidder is required to include in its Post Qualification Documents a certified true copy of Certificate of Employment (COE), Contract or Memorandum to Hire bearing the name of the Enterprise Solutions Architect or Technical Consultant to be assigned to this project.</p> <ul style="list-style-type: none"> ○ Copy of the CVs of the personnel assigned should be included in the Post Qualification Documents. 		
<ul style="list-style-type: none"> • Preferred Packaging and Mandatory Information <ul style="list-style-type: none"> ➢ External sides of delivery packages/ boxes are preferred to be colored Cyan Blue: C, M, Y, K (71,53,0,12) ➢ Only the following must appear on the exterior of the packages/ boxes: <ul style="list-style-type: none"> ▪ DepEd Logo ▪ DepEd Slogan: <i>"Working for quality, accessible, relevant, and liberating educational"</i> ▪ Project Name (to be finalized by DepEd) ▪ Items inside (name, general description, quantity) ▪ Packing/ Unpacking instructions ▪ Supplier's Name and Contact Details ▪ Recipient Name and Contact Details ▪ Others (to be finalized by DepEd) 		

<ul style="list-style-type: none"> • Other Preferences (If Possible) <ul style="list-style-type: none"> ➤ Laptop Casing and Mouse <ul style="list-style-type: none"> ▪ Casing and Mouse may be customized ▪ Color Cyan Blue: C, M, Y, K (71,53,0,12) ➤ Casing with DepEd Logo: <ul style="list-style-type: none"> ▪ Embossed/Etched at the backside of the screen display (Cover) ▪ On the front screen display edge or keyboard area ▪ Mouse ▪ Brand or Manufacturer's logo should only appear at the laptop base (backside of the laptop) 		
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I hereby certify that the statement of compliance to the foregoing technical specifications are true and correct, otherwise, if found to be false either during bid evaluation or post-qualification, the same shall give rise to automatic disqualification of our bid.

Name of Company

Signature Over Printed
Name of Authorized
Representative

Date

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

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

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

Technical Documents

- (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);

NFCC = [(Current assets minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.

or

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

If the prospective bidder opts to submit a committed Line of Credit, it must be at least equal to ten percent (10%) of the ABC to be bid. If issued by a foreign universal or commercial bank, it shall be confirmed or authenticated by a local universal or commercial bank.

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.

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

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

II. FINANCIAL COMPONENT ENVELOPE

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

Bid Form

Date: _____
Invitation to Bid No: PB No. 21-074-7

To: *DBM-PS SBAC Chairperson I*
Procurement Service
PS Complex, RR Road
Cristobal St., Paco, Manila

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers [____], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to Supply and Deliver of Laptop Computers for Public School Teachers for the Department of Education in conformity with the said Bidding Documents.

ITEMS/ DESCRIPTION	Item No.	Qty/Unit	UNIT PRICE	TOTAL PRICE
Supply and Delivery of Laptop Computers for Public School Teachers	1	9,278units		
	2	12,620 units		
	3	8,927 units		
	4	8,758 units		

Note: For purposes of bid evaluation, bidders are advised to use two (2) decimal places in setting up their bid prices

TOTAL PRICE IN WORDS:

LOT 1: _____
LOT 2: _____
LOT 3: _____
LOT 4: _____

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

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

We agree to abide by this Bid for the Bid Validity Period specified in BDS provision for **ITB** Clause 14.2 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

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

I/We likewise certify/confirm that the undersigned, *[for sole proprietorships, insert]*: as the owner and sole proprietor or authorized representative of *[Name of Bidder]*, has the full power and authority to participate, submit the bid, and to sign and execute the ensuing contract, on the latter's behalf for the Supply and Delivery of Laptop Computers for Public School Teachers for the Department of Education.

Or;

I/We likewise certify/confirm that the undersigned, *[for partnerships, corporations, cooperatives, or joint ventures, insert]*: is granted full power and authority by the *[Name of Bidder]*, to participate, submit the bid and to sign and execute the ensuing contract on the latter's behalf for Supply and Delivey of Laptop Computers for Public School Teachers for the Department of Education.

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

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

Schedule of Prices for Goods Offered From Abroad

Name of Bidder: _____

PB No. 21-074-7

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. 21-074-7

Page ___ of ___

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXWper 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
[shall be submitted with the Bid]

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

AFFIDAVIT

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

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

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

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

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

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

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

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

6. [Select one, delete the rest:]

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

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

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

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

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.

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

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 Laptop for Public School Teachers for the Department of Education”**

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:

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

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.
- c) 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 Laptop for Public School Teachers for the Department of Education”*

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.	-	<u>P</u>	<u>.00</u>
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:

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

SUPPLIER’S LETTERHEAD

Date

**Chairperson
DBM-PSSpecialBids and Awards Committee
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)

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

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

X-----X

BID SECURING DECLARATION Invitation to Bid: *Public Bidding No. 21-074-7*

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

I/We¹, 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].

¹ 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]

—

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. _____

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Series of _____.

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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)

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

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 *[totalcontract 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.

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

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:

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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

