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**Department of Social Welfare and Development**

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# BIDDING DOCUMENTS

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## **PURCHASE OF NEW VARIOUS ICT EQUIPMENT FOR AGENCY OPERATION CENTER (AOC) AND FIELD OFFICE III**

ITB No. GOP/DSWD3-2022-03-002  
(PR No. 2022-03-228)

**Sixth Edition**  
**July 2020**

# **PHILIPPINE BIDDING DOCUMENTS**

(As Harmonized with Development Partners)

## **Procurement of**

**GOODS — Purchase of New Various ICT  
Equipment for Agency Operation Center  
(AOC) and Field Office III**

Government of the Republic of the Philippines

**Sixth Edition  
July 2020**

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

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

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

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

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the “*name of the Procuring Entity*” and “*address for bid submission*,” should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.
- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Assisted Projects, these will be covered by a separate issuance of the Government Procurement and Policy Board.

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# ***Glossary of Acronyms, Terms, and Abbreviations***

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

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

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

**CDA** - Cooperative Development Authority.

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

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI**– Consumer Price Index.

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

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

**EXW** – Ex works.

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

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

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

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

**GFI**– Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

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

**LGUs**– Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

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

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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

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

**UN** – United Nations.



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

**Republic of the Philippines**  
**Department of Social Welfare and Development**

DSWD Field Office III, Diosdado Macapagal Government Center, Maimpis,  
City of San Fernando Pampanga, Philippines 2000  
Tel: (045) 861 – 2413 ; Telefax: (045) 961 – 2413  
Email: bacsecretariat.fo3@dswd.gov.ph Website: <http://www.dswd.gov.ph>

**INVITATION TO BID FOR  
PURCHASE OF NEW VARIOUS ICT EQUIPMENT FOR  
AGENCY OPERATION CENTER (AOC)  
AND FIELD OFFICE III**

ITB No. GOP/DSWD3-2022-03-002  
(PR No. 2022-03-228)

1. The **Department of Social Welfare and Development (DSWD) - Field Office III**, through the **ICTMS Continuing Funds** intends to apply the sum of **Two Million Nine Hundred Ninety-Five Thousand Two Hundred Twelve Pesos (PhP2,995,212.00)** being the proposed Approved Budget for the Contract (ABC) to payments under the contract for the **Purchase of New Various ICT Equipment for Agency Operation Center (AOC) and Field Office III** under ITB No. GOP/DSWD3-2022-03-002.

Bids received in excess of the ABC shall be automatically rejected at bid opening.

2. The DSWD - Field Office III now invites bids for the above Procurement Project. The delivery of Service is required in accordance **with Section VI – Schedule of Requirements**.

Bidders should have completed a contract similar to the Project **within the last five (5) years from the date of submission and receipt of bids**, a contract similar to the project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).

3. Bidding will be conducted through open competitive bidding procedures via electronic or online using non- discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

In compliance with GPPB Resolution 09-2020 entitled, “Approving Measures for the Efficient Conduct of Procurement Activities during a State of Calamity or Implementation of Community Quarantine or Similar Restrictions”, the DSWD Bids and Awards Committee has confirmed, adopted, and approved measures for online or electronic bidding, as recommended by the GPPB-TSO, for the efficient conduct of all procurement activities, regardless of the procurement modality, during the pandemic in preparation for the full implementation of GPPB Resolution No. 21-2021 using E-Bidding Facility of the Modernized Philippine Government Electronic Procurement System (mPhilGEPS).

In view of this, the procedure for this procurement project shall be in accordance with DSWD BAC Resolution No. 2021-10-01 relative to the Implementation of Electronic Submission and Receipt of Bids and the Bidder's Kit on **Guidelines to Bidders in Adopting Electronic Submission of Bids** is attached herewith as Annex "A."

Bidding is restricted to Filipino citizens/sole proprietorships, 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.

4. Prospective bidders may obtain further information from the **DSWD – Bids and Awards Committee (BAC) Secretariat** and through the e-mail address given below and inspect the Bidding Documents posted at the DSWD Field Office III.
5. A complete set of Bidding Documents, in digital copy, may be acquired by interested Bidders starting **01 April 2022 to 12 April 2022** from the DSWD Field Office III website given below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the following amount of **Five Thousand Pesos (PhP5,000.00)**.

It may also be downloaded from the website of the Philippine Government Electronic Procurement System (PhilGEPS), provided that bidders shall pay the applicable fee/s for the Bidding Documents not later than the submission of their bids

Interested Bidders shall contact the BAC Secretariat through e-mail at [secretariatbacfo3@gmail.com](mailto:secretariatbacfo3@gmail.com) for further instructions on the purchase and payment of the Bidding Documents.

The Procuring Entity shall allow the bidder to present its proof of payment for the fees by sending a clear scanned copy of Official Receipt issued by the DSWD Field Office III Cashier's Office **on or before the deadline of submission of bids**.

6. DSWD Field Office III, which shall be open to prospective bidders, will hold a Pre-Bid Conference on **01 April 2022 (Friday)** at **9:00AM** through video conference via google meet, which link shall be provided a day before the said conference. A pre-registration shall be required for all interested suppliers in order to access the video conferences and to participate further in the procurement activities as scheduled. Those interested bidders must provide complete information in the Google Forms which may be accessed via this link: <https://tinyurl.com/DSWDe-bid>.

Prospective bidders are encouraged to discuss any concerns or clarifications about the eligibility requirements including the technical specifications in the said conference.

7. Bids must be duly received and acknowledged by the BAC Secretariat through online or electronic submission **on or before 13 April 2022 (Wednesday)** at **8:30AM** in the manner compliant with the submission of eligibility documents for public bidding and in accordance with the above-mentioned DSWD BAC Resolution No. 2021-10-01 relative to the Implementation of Electronic Submission and Receipt of Bids and the Bidder's Kit on **Guidelines to Bidders in Adopting Electronic Submission of Bids**. Late bids shall not be accepted.

8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 14. Further, pursuant to GPPB Resolution No. 09- 2020, the DSWD shall allow the bidder to submit an unnotarized Bid Securing Declaration (BDS), as alternate documentary requirement subject to compliance therewith by the winning bidder after award and before payment of the contract.
9. Bid opening shall be **on 13 April 2022 (Wednesday) at 9:00AM** via google meet video conferencing. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. Prospective bidders are requested to organize and submit their Bids electronically as provided under the Bidder's Kit on **Guidelines to Bidders in Adopting Electronic Submission of Bids**. and suppliers are hereby reminded, as follows:
  - a) The submission of the Legal and Technical Documents (First Envelope) and Financial Documents (Second Envelope) shall be in a password-protected ZIP folder and PDF file;
  - b) Scan the original copy of the **Legal and Technical Requirements** and save as PDF and assigned file name "**Folder 1 - Legal and Technical Documents**". Before saving the file, place/set a password on the PDF file.
  - c) Scan the original copy of the **Financial Requirements** and save as PDF and assigned file name "**Folder 2 - Financial Documents**". Before saving the file, place/set a password on the PDF file.
  - d) After saving the two (2) files, place the files in one (1) folder and compress the folder using WinRAR Extractor Application with file name "**DSWD-FOIII Bidding ITB No. GOP/DSWD3-2022-03-002- (Name of Bidder)**", and set a strong password.
  - e) **In case of modification of bids by the bidder**, the bidder shall use the file name for the main folder "**DSWD-FOIII Bidding ITB No. GOP/DSWD3-2022-03-002- (Name of Bidder)- Modification**"
  - f) The original bid submitted shall not be retrieved but a modified bid shall be submitted to the BAC Secretariat official email provided that it is equally secured by password, properly identified, and submitted on or before the set deadline. The bidder shall use the following file names for the PDF files:
  - g) For Legal and Technical Requirements: "**Folder 1 - Legal and Technical Documents – Modification**"
  - h) For Financial Requirements: "**Folder 2 - Financial Documents - Modification**"
  - i) Submit your bids to <https://tinyurl.com/dswdfo3ebid> on or before the set deadline with Subject: "**DSWD-FOIII Bidding ITB No. GOP/DSWD3-2022-03-002 - (Name of Bidder)**".
  - j) **ALL PASSWORDS must be disclosed by the bidder's representative ONLY DURING THE SCHEDULED DATE and TIME for the OPENING OF BIDS** stated herein when prompted by the BAC Secretariat.

11. It is the responsibility of the bidders who submitted their bids electronically to monitor receipt of an auto-generated bid receipt acknowledging their bid submission. Failure to receive a bid receipt means the submission was not successful.
12. In case the bidder fails to submit any or all of the documentary requirements in a password-protected PDF files, the bid/quotation will automatically be disqualified and shall be declared as “FAILED” and the supplier will no longer be allowed to participate further in the procurement activities scheduled for this Project.
13. After the opening and evaluation of bids, the BAC, its staff and personnel, Secretariat and Technical Working Group (TWG), as well as Observers are prohibited from making or accepting any communication with any bidder regarding the evaluation of their bids until issuance of Notice of Award (NOA). However, the BAC, through its Secretariat, may ask in writing the bidder for clarification of its request in writing. All responses to requests for clarification shall be in writing.
14. The DSWD 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 Implementing Rules and Regulations (IRR) of RA No.9184, without thereby incurring any liability to the affected bidder or bidders.
15. For further information, please refer to:

**THE CHAIRPERSON**

Bids and Awards Committee  
c/o BAC Secretariat  
DSWD Field Office III, Diosdado  
Macapagal Government Center, Maimpis,  
City of San Fernando, Pampanga,  
Philippines  
Tel: (045) 961 – 2413

16. You may visit the following websites:

For downloading of Bidding Documents:

**ps-philgeps.gov.ph** - Website of the Philippine Government Electronic Procurement System (PhilGEPS)

[www.fo3.dswd.gov.ph](http://www.fo3.dswd.gov.ph) – Website of the DSWD Field Office III

  
**VENUSE REBULDELA**  
Bids and Awards Committee Chairperson

**DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT  
FIELD OFFICE III  
BIDS AND AWARDS COMMITTEE**

**GUIDELINES TO BIDDERS IN ADOPTING ELECTRONIC SUBMISSION OF BIDS**  
(GPPB Resolution No. 09-2020)

**For Pre-Bidding Conference**

**Step 1:** Register by completing the information required in the Google Forms that can be accessed with this link: <https://tinyurl.com/DSWDe-bid>. Once the form is successfully submitted, wait for an acknowledgement that will be sent to you via email.

**Step 2:** Attend in the scheduled Pre-Bid Conference by clicking the link attached in the Acknowledgement email.

**Step 3:** Wait for the Bids and Awards Committee to accept your entry in the set conference.

**For Submission of Bids**

**Step 1:** Scan the original copy of the **Legal and Technical Requirements** and save as PDF and assigned file name **“Folder 1 - Legal and Technical Documents”**. Before saving the file, place/set a password on the PDF file.

**Step 2:** Scan the original copy of the **Financial Requirements** and save as PDF and assigned file name **“Folder 2 - Financial Documents”**. Before saving the file, place/set a password on the PDF file.

**Step 3:** After saving the two (2) files, place the files in one (1) folder and compress the folder using WinRAR Extractor Application with file name **“DSWD-FOIII Bidding No.\_ (Name of Bidder)”**, and set a strong password.

**In case of modification of bids by the bidder**, the bidder shall use the file name for the main folder **“DSWD-FOIII Bidding No.\_\_\_\_ - (Name of Bidder)- Modification”**

The original bid submitted shall not be retrieved but a modified bid shall be submitted to the BAC Secretariat official email provided that it is equally secured by password, properly identified, and submitted on or before the set deadline. The bidder shall use the following file names for the PDF files:

- For Legal and Technical Requirements: **“Folder 1 - Legal and Technical Documents – Modification”**
- For Financial Requirements: **“Folder 2 - Financial Documents - Modification”**

**Important:** Passwords shall bear a unique combination for each file. Same passwords for all files are **strictly not allowed**. Please see attached **ANNEX B** for your guidance.

**Step 4:** Submits your bids to <https://tinyurl.com/dswdfo3ebid> on or before the set deadline with Subject: **“DSWD-FOIII Bidding No.\_\_\_\_ - (Name of Bidder)”**.

**Step 5:** After submission of your bids, wait for an acknowledgement of BAC via email for the confirmation of your submitted bids indicating the Date and Time of your submission, and also the link for the Opening of Bids will be sent to your registered email. Please print the confirmation sent by the BAC as proof of your submission.

**Important:** All bids submitted after the deadline will **NOT** be considered in the bid opening.

**ALL PASSWORDS must be disclosed by the bidder's representative ONLY DURING THE SCHEDULED DATE and TIME for the OPENING OF BIDS stated herein when prompted by the BAC Secretariat.**

### **For Opening of Bids**

**Step 1:** Open the email and access the link provided by the Secretariat to enter in the video conference. Wait for the confirmation from the BAC Secretariat to enter the meeting room.

**Step 2:** When prompted, disclose in the chatbox the password to the password-protected RAR folder. The BAC Secretariat will prompt you to disclose the password for the PDF document containing the **Legal and Technical Requirements**. If you are present, the BAC Secretariat will ask in the chatbox of the Google Meet video conferencing room for the corresponding password during the bid opening itself.

If you are not present in the online meeting in Google Meet, the Secretariat will send you an inquiry for such password via text message to your registered mobile number. You are given a minimum of five (5) minutes to respond. Should you not respond with the password when prompted, the BAC shall move on to the next bid, if any. If there are no other bids to be considered, the Secretariat shall ask again via text message for the password, and you are given another five (5) minutes to respond. Should you fail to respond within the allotted time, your submitted bid will no longer be considered.

**Step 3:** Should the **Legal and Technical requirements** be declared as "**PASSED**", you will be prompted to disclose the password for the PDF document containing the **Financial Requirements**. You must respond promptly.

**Important:** Only **five (5) attempts** are given to disclose your password per RAR folder and PDF file to open the documents. Should you fail to provide the correct password after the fifth attempt, the submitted bids shall **NOT** be accepted during the bid opening.

For inquiries and other concerns, you may reach the BAC Secretariat through this email address: [secretariatbac.fo3@gmail.com](mailto:secretariatbac.fo3@gmail.com).



## ANNEX A

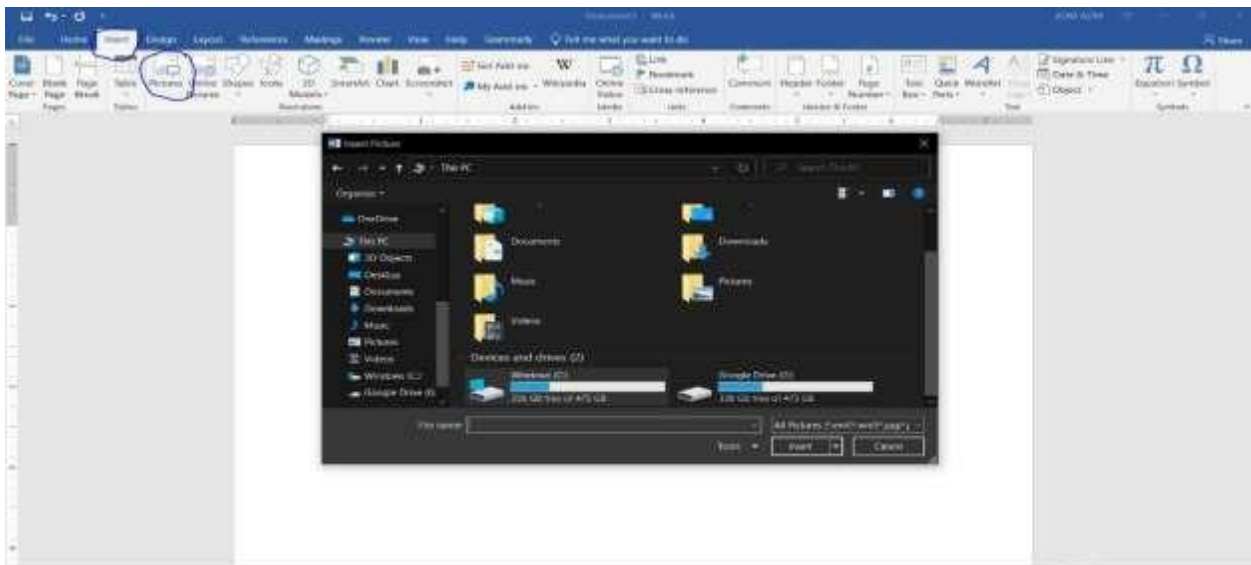
### HOUSE RULES OF DSWD FO III TO BE OBSERVED DURING BAC MEETINGS

1. Meeting will start on time. You are advised to enter the meeting room (Virtual) 10 minutes before.
2. Kindly place your microphone on mute when not speaking.
3. Kindly accomplish the attendance form provided as proof of your appearance during meeting.
4. Request to be acknowledged before you speak. When acknowledged, turn on your camera and state your company name to be recognized before raising your concern/s

## ANNEX B

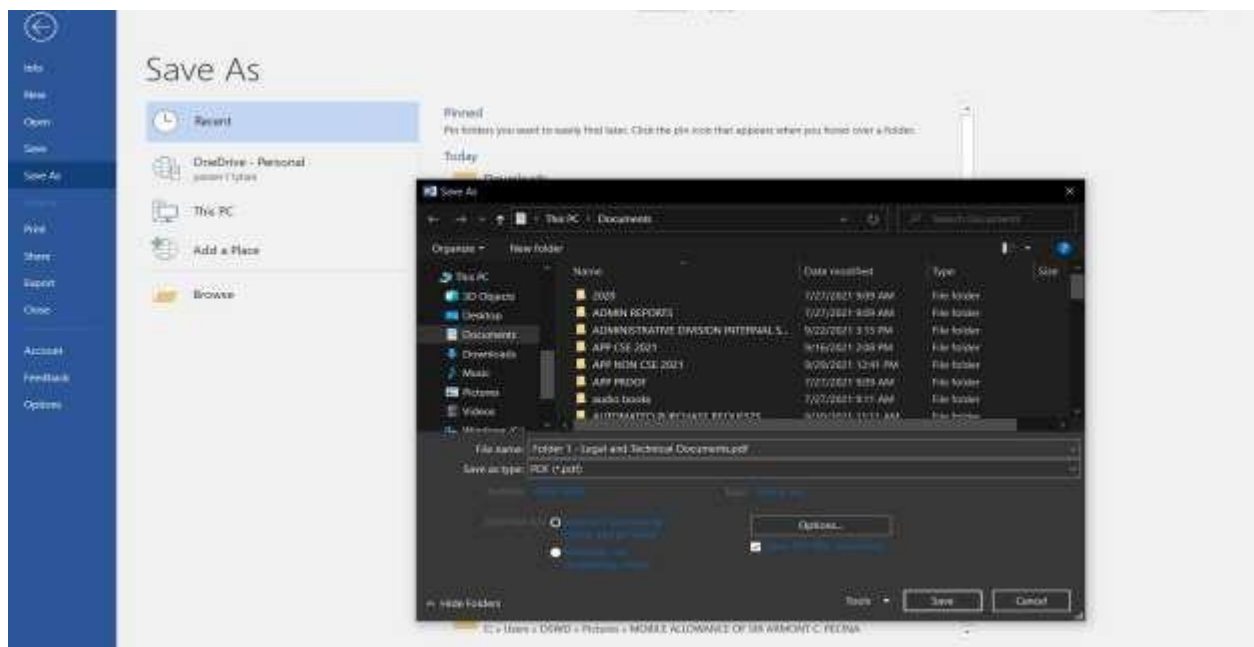
### Converting your Files into PDF format with Security **For Legal and Technical Requirements (based on checklist)**

- Open Microsoft Office Word Application
- Properly arrange (based on Checklist) all Legal and Technical Requirements and place in the Microsoft Office Word.

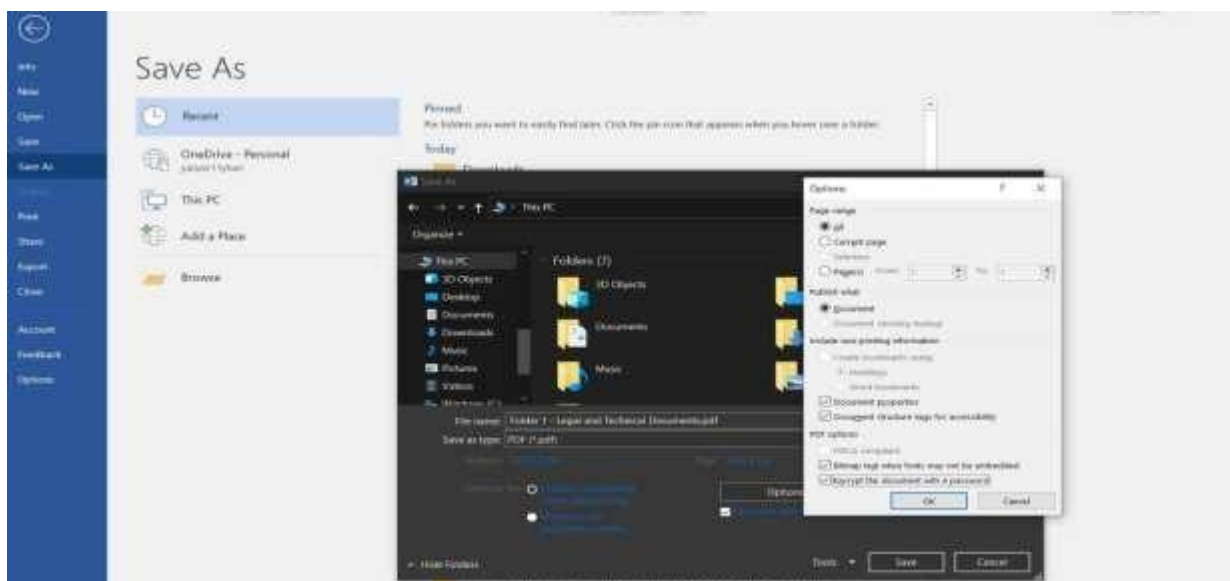


- Click “Insert” and then click “Pictures”
- Select all the properly arranged scanned files and click “Insert”
- After inserting all needed files, arrange them with proper sizing.

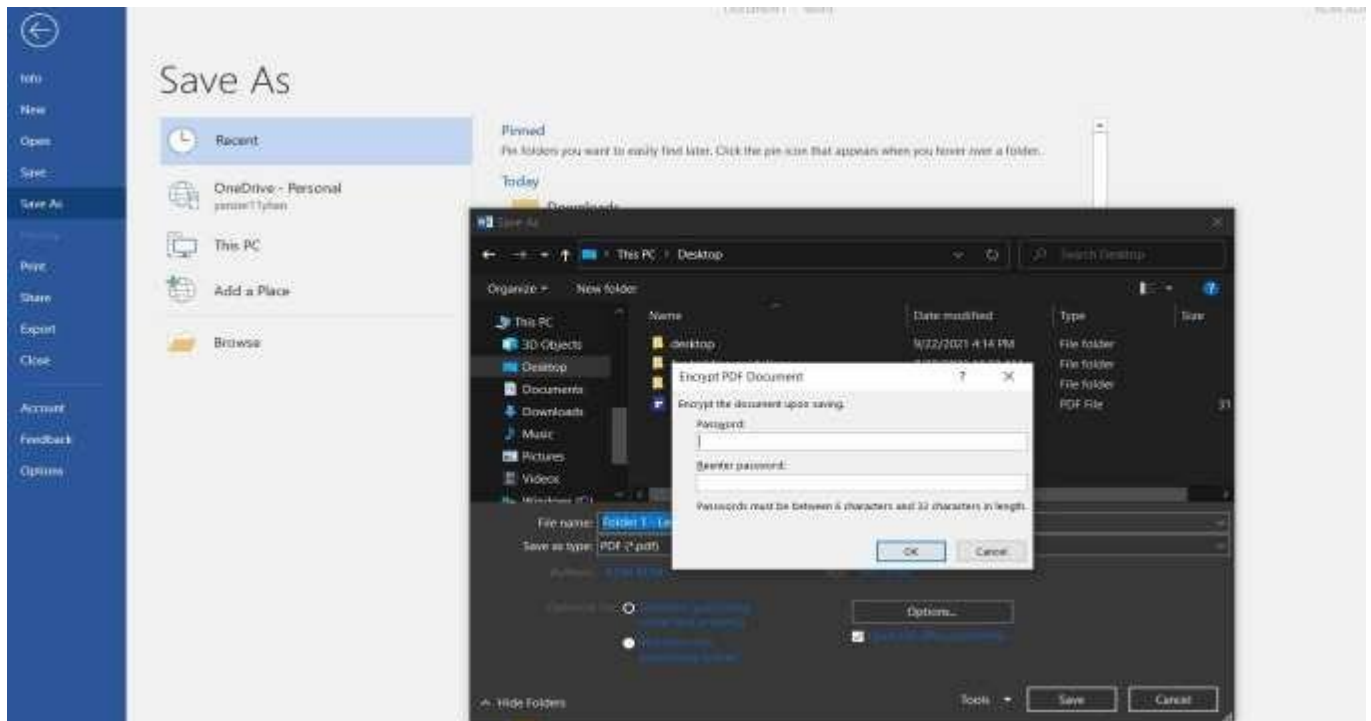




- Click “File” located in the upper left corner of the application, click “Save As”, and click “Browse”, a new form will appear.
- Change the file name into “**Folder 1 - Legal and Technical Documents**” and change the “Save as type” from .docx to **.pdf**
- Click “Options”



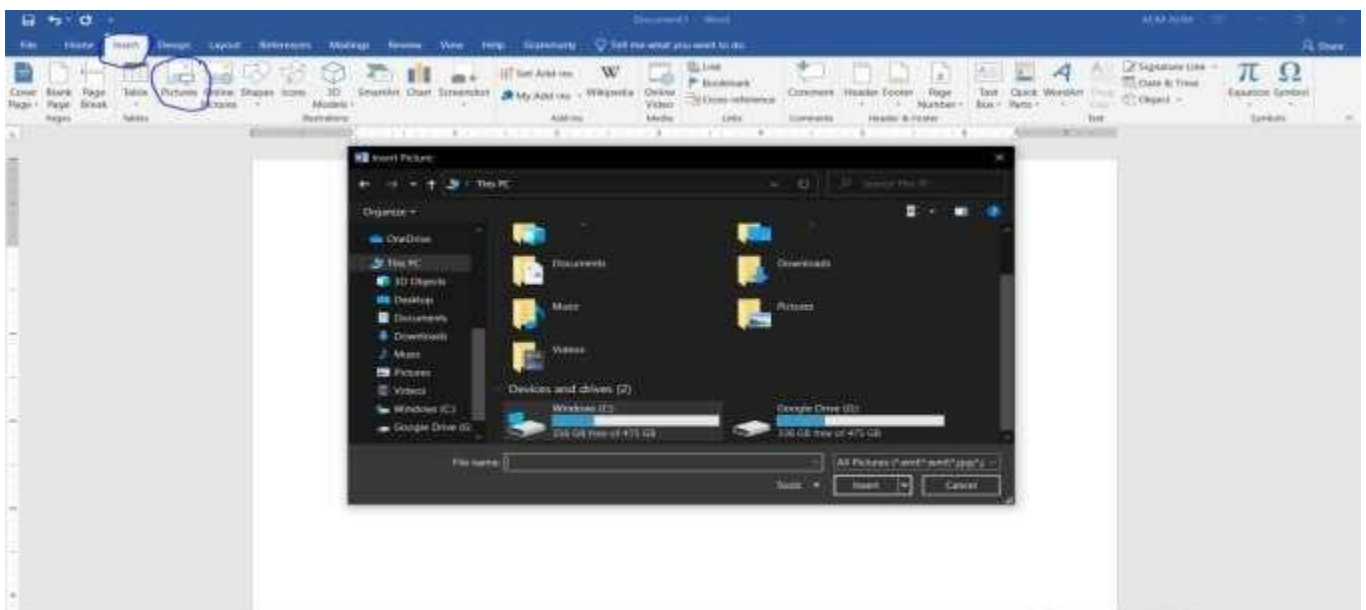
- Check the checkbox “Encrypt the document with a password” and Click “OK”.



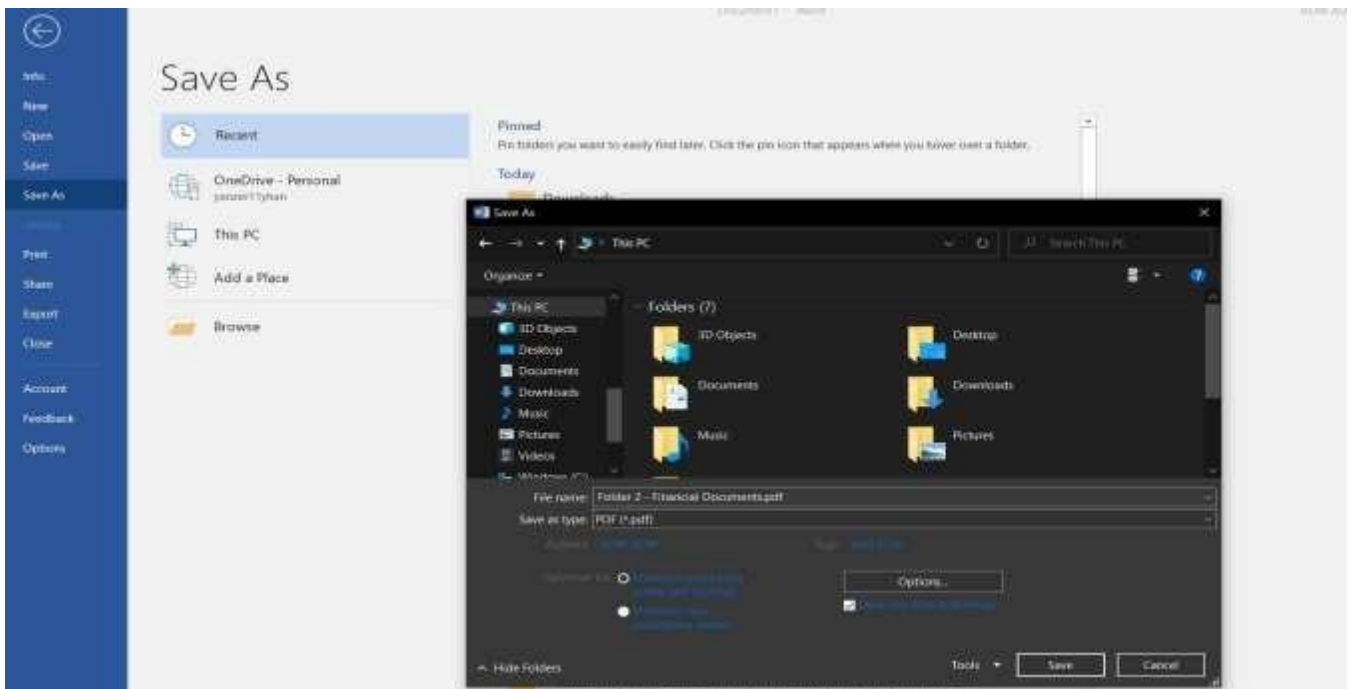
- Insert your preferred password and click “OK” and click “Save”

### **For Financial Component Requirements (based on checklist)**

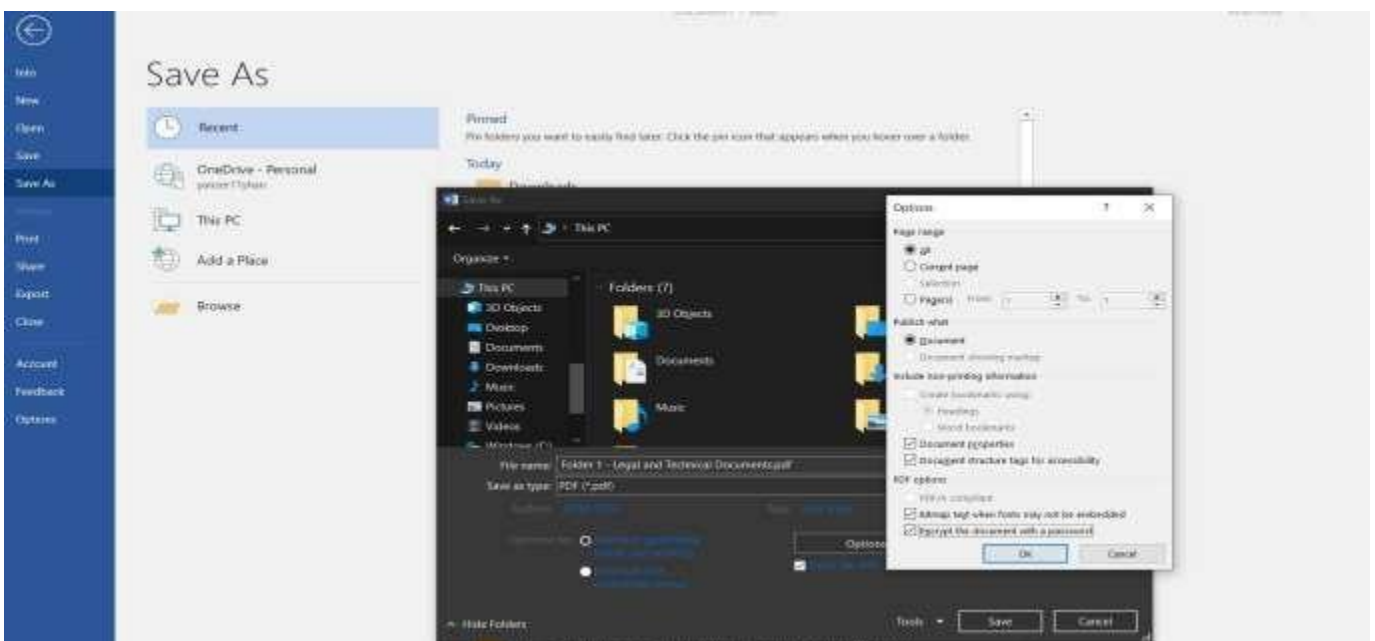
- Open Microsoft Office Word Application
- Properly arrange (based on Checklist) all Financial Component Requirements and place in the Microsoft Office Word.



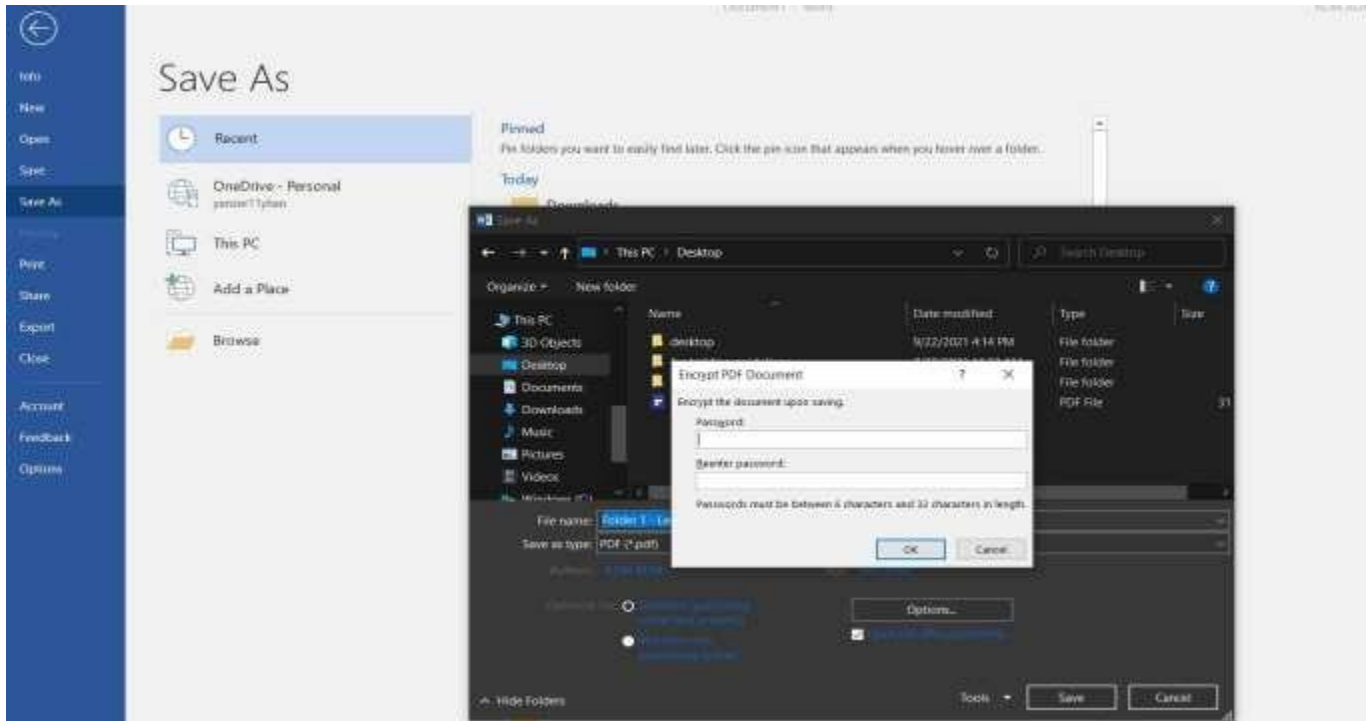
- Click “Insert” and then click “Pictures”
- Select all the properly arranged scanned files and click “Insert”
- After inserting all needed files, arrange them with proper sizing.



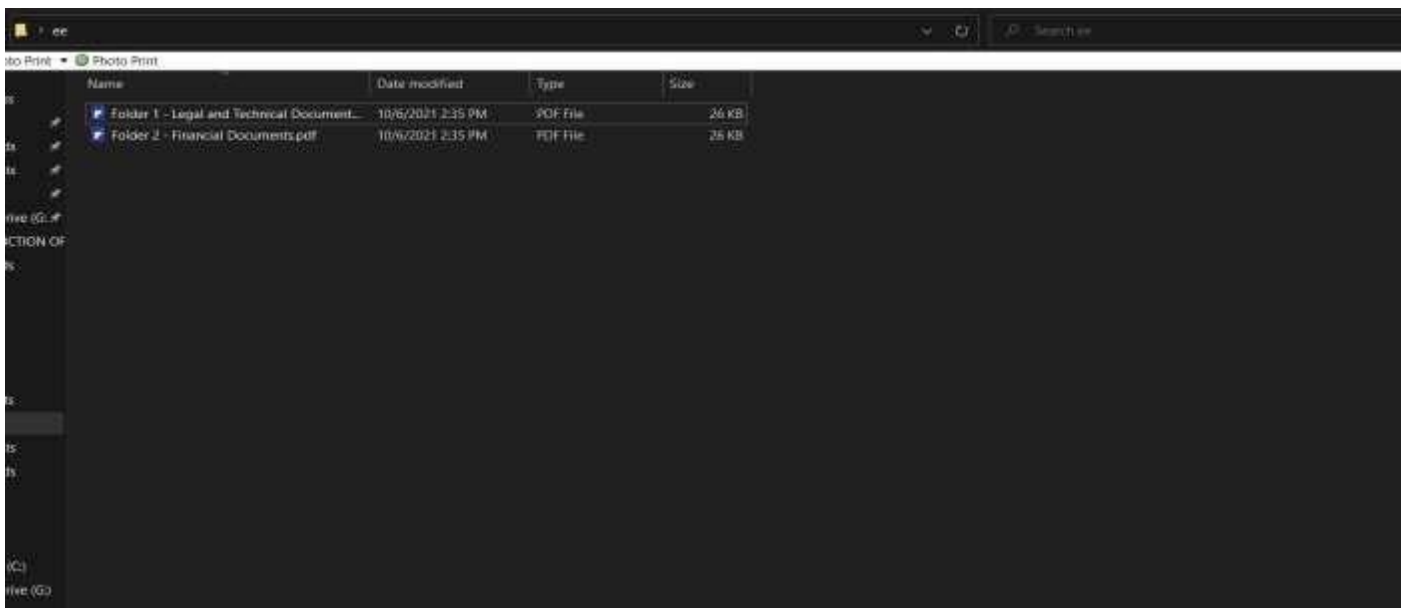
- Click “File” located in the upper left corner of the application, click “Save As”, and click “Browse”, a new form will appear.
- Change the file name into “**Folder 2 - Financial Documents**” and change the “Save as type” from .docx to **.pdf**
- Click “Options”



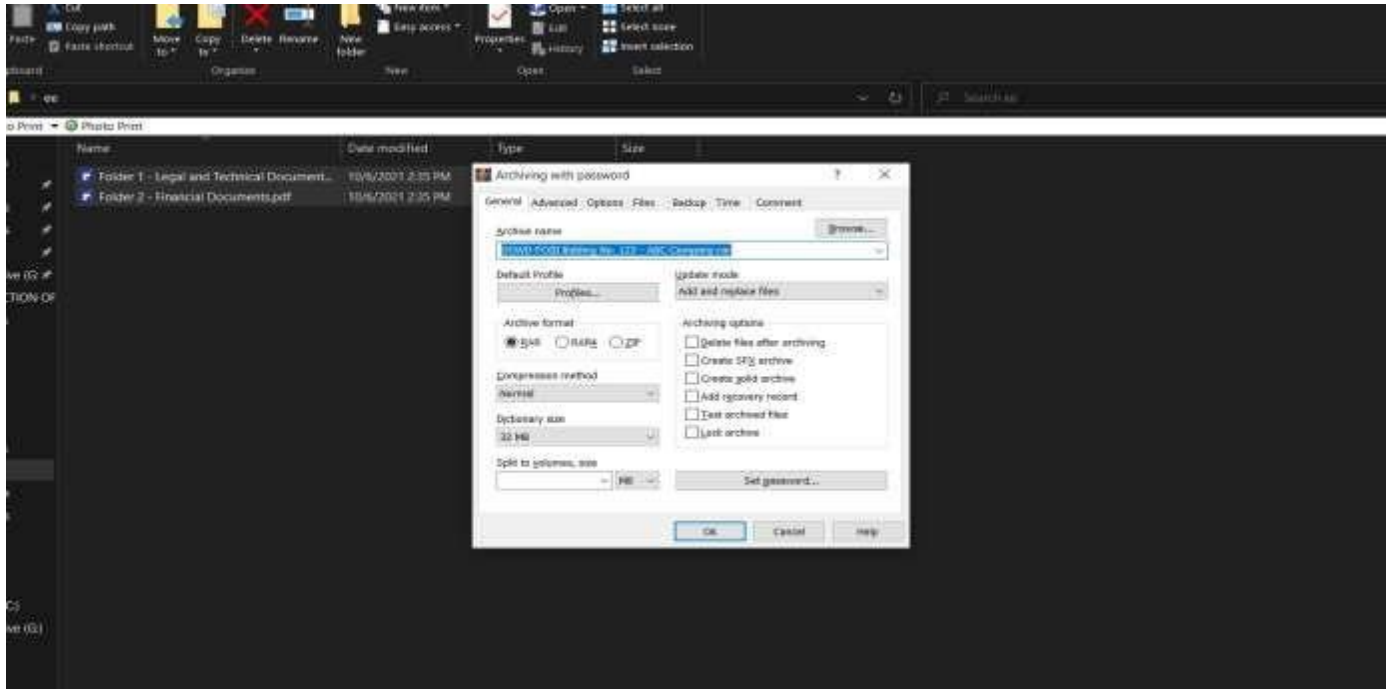
- Check the checkbox “Encrypt the document with a password” and Click “OK”.



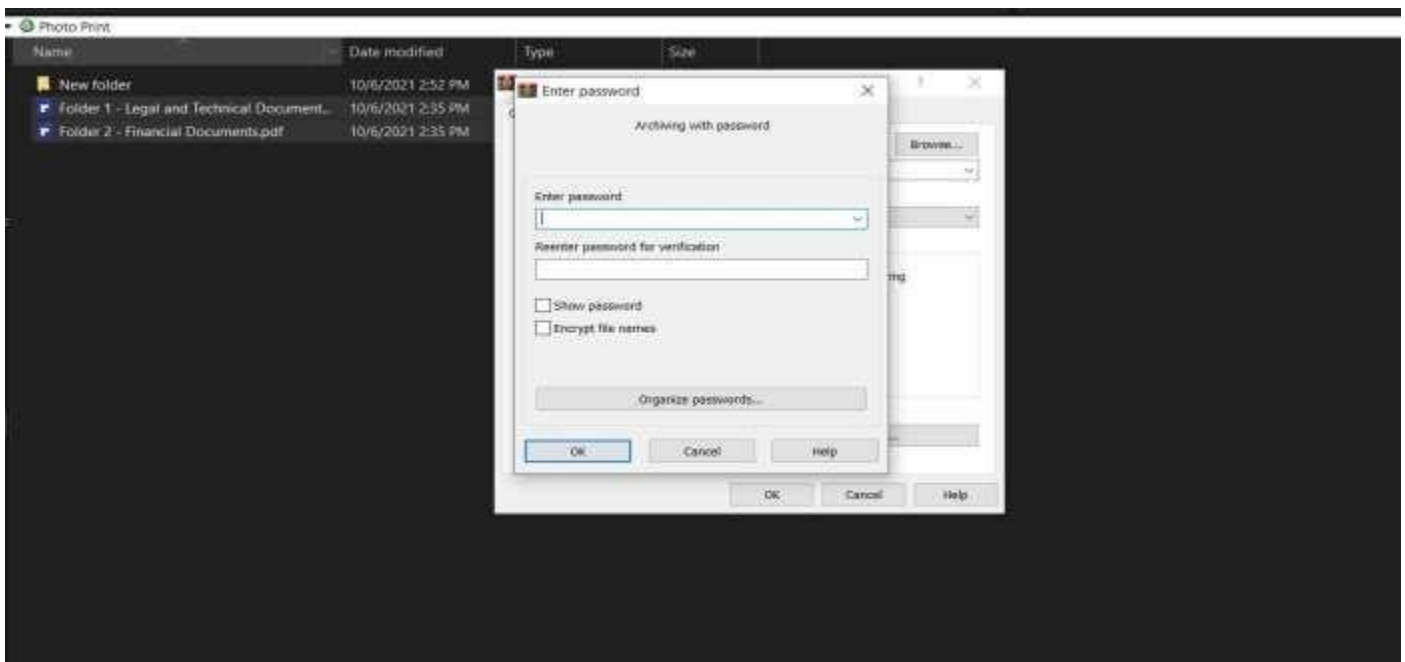
- Insert your preferred password and click “OK” and click “Save”



- Create a new folder and place inside the two (2) generated password-protected pdf files.



- Select the two (2) files, press right click, and select “Add to Archive”
- Rename the file into **“DSWD-FOIII Bidding No. (No. specified in the ITB/Bidding Documents) - (Name of Bidder)”**
- Click “Set password”



- Insert your preferred password and click “OK” and then click “OK” again.

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

## **1. Scope of Bid**

- 1.1** The Procuring Entity, **Department of Social Welfare and Development (DSWD)**  
– **FIELD OFFICE III** invites Bids for the **Purchase of New Various ICT Equipment for Agency Operation Center (AOC) and Field Office III** with **ITB NO. GOP/DSWD3-2022-03-002**

## **2. Funding Information**

- 2.1. The GOP through the source of funding as indicated below for **ICTMS Continuing Funds**, in the amount of **Two Million Nine Hundred Ninety Five Thousand Two Hundred Twelve Pesos (PhP2,995,212.00)**.
- 2.2. The source of funding is:  
NGA, the General Appropriations Act or Special Appropriations.

## **3. Bidding Requirements**

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manual 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 invitation to bid 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, Coercive, and Obstructive Practices**

The Procuring Entity, as well as the Bidders and Contractors, 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. The Bidder must have an experience of having completed a Single Largest Completed Contract (SLCC) that is similar to this Project within **the last five (5) years** prior to the deadline for the submission and receipt of bids, equivalent to at

least fifty percent (50%) of the ABC adjusted, if necessary, by the Bidder to current prices using the PSA's CPI, except under conditions provided for in Section 23.4.2.4 of the 2016 revised IRR of RA No. 9184.

A contract is considered to be "similar" to the contract to be bid if it has the major categories of work stated in the **BDS**.

- 5.3. For Foreign-funded Procurement, the Procuring Entity and the foreign government/foreign or international financing institution may agree on another track record requirement, as specified in the Bidding Document prepared for this purpose.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.2 of the 2016 IRR of RA No. 9184.

## 6. Origin of Associated 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.

## 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 fifty percent (50%) of the Project.
  - a. The Procuring Entity has prescribed that subcontracting is **not** allowed.
- 7.2. The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 Revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
- 7.3. The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.
- 7.4. Subcontracting of any portion of the Project does not relieve the Contractor 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 Contractor'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 through videoconferencing/webcasting via google meet, 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, 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**.

*(Reference must be made to herewith attached **Guidelines to Bidders in Adopting Electronic Submission of Bids**)*

10.2. The Bidder's SLCC as indicated in ITB Clause 5.3 should have been completed within the last five 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. 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**.

*(Reference must be made to herewith attached **Guidelines to Bidders in Adopting Electronic Submission of Bids**)*

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.

- 1.1. 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:

- The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
- The cost of all customs duties and sales and other taxes already paid or payable;
- The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
- The price of other (incidental) services, if any, listed in e.

- b. For Goods offered from abroad:

- 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.
- The price of other (incidental) services, if any, as listed in

*Section VII (Technical Specifications).*

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

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

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

- a. Philippine Pesos.

## 14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until ***One Hundred Twenty (120) calendar days from the date of Opening of Bids***. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

## 15. Sealing and Marking of Bids

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

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

If the Procuring Entity allows the submission of bids through **online submission** to the given website 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.

(Reference must be made to herewith attached **Guidelines to Bidders in Adopting Electronic Submission of Bids**)

## 16. Deadline for Submission of Bids

The Bidders shall submit on the specified date and time through online submission as indicated in paragraph 7 of the **IB**.

<https://tinyurl.com/dswdfo3ebid>

(Reference must be made to herewith attached **Guidelines to Bidders in Adopting Electronic Submission of Bids**)

## 17. Opening and Preliminary Examination of Bids

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

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

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

## **18. Domestic Preference**

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

## **19. Detailed Evaluation and Comparison of Bids**

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*" using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of 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) and Terms of Reference**, 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 that shall be awarded as one contract**

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

## **20. Post Qualification**

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

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

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

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

	<b>Bid Data Sheet</b>						
<b>ITB Clause</b>							
5.3	For this purpose, contracts similar to the Project shall be:  <i>a. Procurement of ICT Equipment;</i> <i>b. Completed within the last five (5) years</i> prior to the deadline for the submission and receipt of bids.						
7.1	<b>Subcontracting is not allowed.</b>						
12	The price of the Goods shall be quoted DDP and VAT inclusive.						
14.1	The bid security shall be in the form of a <b>Bid Securing Declaration, or any of the following forms and amounts:</b>  <i>a. The amount of not less than two percent (2%) of ABC</i> , if bid security is in cash, cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit; or  <i>b. The amount of not less than five percent (5%) of ABC</i> if bid security is in Surety Bond.						
19.3	<table><tr><td>ITEM</td><td>PARTICULARS</td><td>ABC</td></tr><tr><td>1 Lot</td><td>New Various ICT Equipment</td><td>PHP 2,995,212.00</td></tr></table>	ITEM	PARTICULARS	ABC	1 Lot	New Various ICT Equipment	PHP 2,995,212.00
ITEM	PARTICULARS	ABC					
1 Lot	New Various ICT Equipment	PHP 2,995,212.00					
20.2	<i>Not Applicable</i>						
20.3	<u>Reference must be made to herewith attached <b>Guidelines to Bidders in Adopting Electronic Submission of Bids</b></u>						
	<b>For Submission of Bids</b>  <b>Step 1:</b> Scan the original copy of the <b>Legal and Technical Requirements</b> and save as PDF and assigned filename “ <b>Folder 1 - Legal and Technical Documents</b> ”. Before saving the file, place/set a password on the PDF file. <b>Step 2:</b> Scan the original copy of the <b>Financial Requirements</b> and save as PDF and assigned file name “ <b>Folder 2 - Financial Documents</b> ”. Before saving the file, place/set a password on the PDF file. <b>Step 3:</b> After saving the two (2) files, place the files in one (1) folder and compress the folder using WinRAR Extractor Application with file name “ <b>DSWD-FOIII Bidding No. - (Name of Bidder)</b> ”, and set a strong password.  <b>In case of modification of bids by the bidder</b> , the bidder shall use the file name for the main folder “ <b>DSWD-FOIII Bidding No._- (Name of Bidder)- Modification</b> ”						

The original bid submitted shall not be retrieved but a modified bid shall be submitted to the BAC Secretariat official email provided that it is equally secured by password, properly identified, and submitted on or before the set deadline. The bidder shall use the following file names for the PDF files:

- For Legal and Technical Requirements: **“Folder 1 - Legal and Technical Documents – Modification”**
- For Financial Requirements: **“Folder 2 - Financial Documents - Modification”**

**Important:** Passwords shall bear a unique combination for each file. Same passwords for all files are **strictly not allowed**. Please see attached **ANNEX B** for your guidance.

**Step 4:** Submits your bids to <https://tinyurl.com/dswdfo3ebid> on or before the set deadline with Subject: **“DSWD-FOIII Bidding No. - (Name of Bidder)”**.

**Step 5:** After submission of your bids, wait for an acknowledgement of BAC via email for the confirmation of your submitted bids indicating the Date and Time of your submission, and also the link for the Opening of Bids will be sent to your registered email. Please print the confirmation sent by the BAC as proof of your submission.

**Important:** All bids submitted after the deadline will **NOT** be considered in the bid opening.

**NOTE: ALL PASSWORDS must be disclosed by the bidder’s representative ONLY DURING THE SCHEDULED DATE and TIME for the OPENING OF BIDS stated herein when prompted by the BAC Secretariat.**

### **For Opening of Bids**

**Step 1:** Open the email and access the link provided by the Secretariat to enter in the video conference. Wait for the confirmation from the BAC Secretariat to enter the meeting room.

**Step 2:** When prompted, disclose in the chatbox the password to the password-protected RAR folder. The BAC Secretariat will prompt you to disclose the password for the PDF document containing the **Legal and Technical Requirements**. If you are present, the BAC Secretariat will ask in the chatbox of the Google Meet video conferencing room for the corresponding password during the bid opening itself.



	<p>If you are not present in the online meeting in Google Meet, the Secretariat will send you an inquiry for such password via text message to your registered mobile number. You are given a minimum of five (5) minutes to respond. Should you not respond with the password when prompted, the BAC shall move on to the next bid, if any. If there are no other bids to be considered, the Secretariat shall ask again via text message for the password, and you are given another five (5) minutes to respond. Should you fail to respond within the allotted time, your submitted bid will no longer be considered.</p> <p><b>Step 3:</b> Should the <b>Legal and Technical requirements</b> be declared as "<b>PASSED</b>", you will be prompted to disclose the password for the PDF document containing the <b>Financial Requirements</b>. You must respond promptly.</p> <p><b>Important:</b> Only <b>five (5) attempts</b> are given to disclose your password per RAR folder and PDF file to open the documents. Should you fail to provide the correct password after the fifth attempt, the submitted bids shall <b>NOT</b> be accepted during the bid opening.</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**

- 6.1. 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.
- 6.2. 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	
	<p><b>Delivery and Documents –</b></p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered <i>[indicate place of destination]</i>. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered <i>[indicate place of destination]</i>. 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 is <b>Mr. Jan Michael P. Gopez</b>, Information Technology Officer II of the ICTMS Section</p> <p><b>Incidental Services –</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> <li>performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</li> <li>training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</li> </ol>

	<p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p><b>Spare Parts –</b></p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <ul style="list-style-type: none"> <li>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</li> </ul> <p>The spare parts and other components required are listed in <b>Section VI (Schedule of Requirements)</b> and the cost thereof are included in the contract price.</p> <p><b>Packaging –</b></p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <ul style="list-style-type: none"> <li>Name of the Procuring Entity</li> <li>Name of the Supplier</li> <li>Contract Description</li> <li>Final Destination</li> <li>Gross weight</li> <li>Any special lifting instructions</li> <li>Any special handling instructions</li> <li>Any relevant HAZCHEM classifications</li> </ul>
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	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p><b>Transportation –</b></p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier,</p> <p>and related costs shall be included in the contract price.</p>
	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p>
	<p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p><b>Intellectual Property Rights –</b></p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
4	<p>The inspections and tests that will be conducted are: <i>[Indicate the applicable inspections and tests]</i></p>



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

## Section VI. Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

Item No.	Quantity	Particulars	Delivered, Weeks/Months
		Purchase of New Various ICT Equipment for Agency Operation Center (AOC) and Field Office III	Within <b>ONE HUNDRED TWENTY (120)</b> calendar days upon issuance of the Notice to Proceed.

**NOTE: The item must be delivered as prescribed by the specifications.**

**Conforme:**

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

\_\_\_\_\_  
Signature of Bidder or Authorized Representative

\_\_\_\_\_  
Name and Designation

\_\_\_\_\_  
Date

**PLEASE USE THIS PRESCRIBED FORMAT IN THIS BID FORM**

\*\*\* This document must be attached to the Technical Component Envelope \*\*\*

## *Section VII. Technical Specifications*

# Technical Specifications

**TO THE BIDDER:** Indicate **“COMPLY”** If Bidder’s Statement of Compliance meets the technical specifications and project requirement.

**IMPORTANT NOTE:** Do not leave any blank. A **“YES or NO”** entry will not be accepted. Failure to conform will result to in a rating of **“FAILED”**.

Item	Specification	Statement of Compliance
	<b>ICT Equipment</b>	<p><i>Bidders must state here either <b>“Comply”</b> or <b>“Not Comply”</b> against each of the individual parameters of each Specification <u>stating the corresponding performance parameter of the equipment offered.</u></i></p> <p><i>[Evidence shall be in the form of <b>manufacturer’s un-amended sales literature (i.e. brochure)</b>, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate.</i></p> <p><i><b>A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection.</b></i></p> <p><i>A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i></p>

ITEM	QUANTITY	UNIT	SPECIFICATION	STATEMENT OF COMPLIANCE
1	3	PIECES	<b>RACK MOUNT NETWORK ATTACHED STORAGE</b>  Storage: $\geq 10$ TB Number of Bays: $\geq 4$ hot swappable Networking: $\geq$ Two (2) 10/100/1000 Base-TX (Gigabit Ethernet) External Ports: $\geq$ Two (2) USB 3.0, Two (2) USB 2.0 Transfer Rate: $\geq 200$ MB/s reads and writes Network Protocols and Services: SMB, HTTP (s), FTP, sFTP, RAID: RAID 0, 1, 5, 6, 10 Management: Web-based interface through http/https Remote Access: Web based Client OS supported: Windows OS, Mac OS at least 2 years warranty	
2	5	PIECES	<b>RACK MOUNT UNINTERRUPTIBLE POWER SUPPLY (UPS)</b>  Rack-mountable Power Rating: $\geq 2.7$ kWatts/3.0kVA VA Rating: $\geq 3000$ VA Output Voltage: 230V Input Voltage: 160 - 286V at least 2 year warranty	
3	3	PIECES	<b>TOWER UNINTERRUPTIBLE POWER SUPPLY (UPS)</b>  Tower UPS Power Rating: 1.0kWatts / 1.5kVA VA Rating: $\geq 1500$ VA at least 2 years warranty	
4	1	PIECE	<b>CONFERENCE CAMERA</b>  $\geq$ Super-wide 120° field of view Ultra HD 4K image sensor $\geq 5$ x HD zoom Motorized pan/tilt Bluetooth wireless technology RF remote control Plug-and-play USB connectivity Works with most video conferencing applications Warranty: $\geq 2$ years	

5	1	PIECE	<b>SMART TV WITH ADJUSTABLE HEIGHT TV CART</b> $\geq 65$ inches $\geq 4k$ Ultra HD Network Connectivity: Ethernet connection, Wi-Fi Direct, Wi-fi Certified $\geq 2$ Usb, 2 HDMI ports Adjustable height tv stand at least from 40" to 60" TV stand supports at least 65" TV TV stand at least can carry 100lbs Warranty: at least 1 Year	
6	24	PIECES	<b>SCANNER</b> Scan Speed $\geq 30$ ipm Scanner Type: ADF, Duplex Optical Resolution $\geq 600$ dpi ADF Capacity $\geq 50$ sheets Daily Duty Cycle: $\geq 400$ pages/day Connectivity: Usb, Ethernet port/Wi-fi Warranty: At least 1 year	
7	28	PIECES	<b>MONOCHROME PRINTER</b> Printer Speed $\geq 38$ ppm Duty Cycle (Monthly) $\geq 80,000$ pages Print Technology: Laser Connectivity: Usb, Wifi, Gigabit Ethernet 10/100/1000 Compatible Operating Systems: MacOS, Windows Dublex Printing: Automatic Media Sizes Supported: Letter, A4, Oficio, Legal Warranty: At least 1 year	
<b>ADDITIONAL REQUIREMENTS:</b>				
To protect DSWD from unreliable and unproven products the following is required:				
1. Manufacturer of the proposed brand should be ISO 9000 certified or better				
2. Proposed BRAND should be Energy Star Compliant				
3. Proposed BRAND should have an existing technical web support, system where the brand providers/ bidders can log-in and key-in product service codes/ item codes for faster tracking of defective / RMA products and faster turn-around of technical support				
4. Manufacturer's Proposed Brand must be capable of supporting Nationwide deployment and with at least 1 or more accredited Service Centers in Central Luzon (Proof or List of Nationwide Service Center should be submitted)				
5. Manufacturer's proposed brand is an International Brand Name, which means that the brand is known and marketed globally and has international presence (physical stores, centers, or satellite offices) in at least 5 countries. Further, the brand should be sold and marketed continuously in the Philippines for the last ten (10) years				

**Conforme:**

---

**Name of Company**

---

**Signature of Bidder or Authorized Representative**

---

**Name and Designation**

\*\*\* This document must be attached to the Technical Component Envelope\*\*\*

<p><b>PLEASE USE THIS PRESCRIBED FORMAT IN THIS BID FORM</b></p>
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## **Section VIII. Checklist of Technical and Financial Documents**



# Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE

### *Class “A” Documents*

#### Legal Documents

- ☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);  
**Or**
- ☐ 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**
- ☐ 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**
- ☐ Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

#### Technical Documents

- ☐ (b) 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**
- ☐ (c) 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**
- ☐ (d) 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**
- ☐ (e) Conformity with **Section VII. Technical Specifications**, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable;
- ☐ (f) Conformity with **Section VI. Schedule of Requirements: and**
- ☐ (g) 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

- ☐ (l) The Supplier’s Audited Financial Statements for year 2021 and 2020 (in comparative form or separate form):

- 
- Independent Auditor's Report
  - Balance Sheet (Statement of Financial Position) and
  - Income Statement (Statement of Comprehensive Income)

Each of the above statements must have stamped **“received”** by the Bureau of Internal Revenue (BIR) or its duly accredited institutions.

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

**or**

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

***Class “B” Documents***

- ☐ (n) 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.

**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.

**II. FINANCIAL COMPONENT ENVELOPE**

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

## ***Section IX. Bidding Forms***

***Purchase of New Various ICT Equipment for Agency Operation  
Center (AOC) and Field Office III  
[shall be submitted with the Bid]***

---

***BID FORM***

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

**To: DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT  
FIELD OFFICE III  
Diosdado Macapagal Government Center,  
City of San Fernando, Pampanga**

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

If our Bid is accepted, we undertake:

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

*[Insert this paragraph if Foreign-Assisted Project with the Development Partner:*

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

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

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

(if none, state "None")

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

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

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

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

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

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

Legal capacity: \_\_\_\_\_

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

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

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

## Price Proposal Form

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

Invitation to Bid No.: \_\_\_\_\_

### Purchase of New Various ICT Equipment for Agency Operation Center (AOC) and Field Office III

Item No.	Particulars	Quantity	Unit Price (in Phil Peso)	Total Price (in Phil Peso)
1	<b>RACK MOUNT NETWORK ATTACHED STORAGE</b>  Storage: $\geq 10$ TB Number of Bays: $\geq 4$ hot swappable Networking: $\geq$ Two (2) 10/100/1000 Base-TX (Gigabit Ethernet) External Ports: $\geq$ Two (2) USB 3.0, Two (2) USB 2.0 Transfer Rate: $\geq 200$ MB/s reads and writes Network Protocols and Services: SMB, HTTP (s), FTP, sFTP, RAID: RAID 0, 1, 5, 6, 10 Management: Web-based interface through http/https Remote Access: Web based Client OS supported: Windows OS, Mac OS at least 2 years warranty	3		
2	<b>RACK MOUNT UNINTERRUPTIBLE POWER SUPPLY (UPS)</b>  Rack-mountable Power Rating: $\geq 2.7$ kWatts/3.0kVA VA Rating: $\geq 3000$ VA Output Voltage: 230V Input Voltage: 160 - 286V at least 2 year warranty	5		
3	<b>TOWER UNINTERRUPTIBLE POWER SUPPLY (UPS)</b>  Tower UPS Power Rating: 1.0kWatts / 1.5kVA VA Rating: $\geq 1500$ VA at least 2 years warranty	3		
4	<b>CONFERENCE CAMERA</b>  $\geq$ Super-wide 120° field of view Ultra HD 4K image sensor $\geq 5$ x HD zoom Motorized pan/tilt Bluetooth wireless technology	1		

	RF remote control Plug-and-play USB connectivity Works with most video conferencing applications Warranty: $\geq 2$ years			
5	<b>SMART TV WITH ADJUSTABLE HEIGHT TV CART</b>  $\geq 65$ inches $\geq 4k$ Ultra HD Network Connectivity: Ethernet connection, Wi-Fi Direct, Wi-fi Certified $\geq 2$ Usb, 2 HDMI ports Adjustable height tv stand at least from 40" to 60" TV stand supports at least 65" TV TV stand at least can carry 100lbs Warranty: at least 1 Year	1		
6	<b>SCANNER</b>  Scan Speed $\geq 30$ ipm Scanner Type: ADF, Duplex Optical Resolution $\geq 600$ dpi ADF Capacity $\geq 50$ sheets Daily Duty Cycle: $\geq 400$ pages/day Connectivity: Usb, Ethernet port/Wi-fi Warranty: At least 1 year	24		
7	<b>MONOCHROME PRINTER</b>  Printer Speed $\geq 38$ ppm Duty Cycle (Monthly) $\geq 80,000$ pages Print Technology: Laser Connectivity: Usb, Wifi, Gigabit Ethernet 10/100/1000 Compatible Operating Systems: MacOS, Windows Duplex Printing: Automatic Media Sizes Supported: Letter, A4, Oficio, Legal Warranty: At least 1 year	28		

*NOTE : In case of discrepancy between unit price and total price, the unit price will prevail. Contract price per item is inclusive of all applicable taxes.*

Name of Bidder : \_\_\_\_\_

Name of Authorized Representative : \_\_\_\_\_

Signature of Authorized representative: \_\_\_\_\_

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

*Price Schedule for Goods Offered from Within the Philippines*  
*[shall be submitted with the Bid if bidder is offering goods from within the Philippines]*

### For Goods Offered from Within the Philippines

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

[illegible]

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

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

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

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



# ***Price Schedule for Goods Offered from Abroad***

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

## ***For Goods Offered from Abroad***

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

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

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

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

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

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

## Omnibus Sworn Statement

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

### *AFFIDAVIT*

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

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

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

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

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

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

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

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

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

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

6. *[Select one, delete the rest:]*

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

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

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

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

8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:

- a. Carefully examining all of the Bidding Documents;
- b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
- c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
- d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.

9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

10. *In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.*

**IN WITNESS WHEREOF**, I have hereunto set my hand this\_\_\_\_day of\_\_\_\_, 20\_\_at \_\_\_\_\_, Philippines.

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

*[Insert signatory's legal capacity]*

Affiant

*[Jurat]*

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

<p><b>PLEASE USE THIS PRESCRIBED FORMAT IN THIS BID FORM</b></p>
--

## Performance Securing Declaration (Revised)

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

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

### PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]

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

I/We, the undersigned, declare that:

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

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

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

*[Insert signatory's legal capacity]*

Affiant

**[Jurat]**

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

## Certification from Insurance Commission

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**NOTE: Use this template for the required “Certification from the Insurance Commission”, which shall accompany surety bonds issued for purposes of Bid Security and Performance Security.**

### [Insurance Commission Letterhead]

#### *CERTIFICATION*

This is to certify that [insert Name of Insurance Company] is an authorized insurance company and licensed to transact general insurance business in the Philippines for such lines as Fire, Marine, Casualty and Surety under [insert Certificate of Authority Number] effective [insert date of period of effectivity], unless sooner revoked or suspended for cause.

It is certified, moreover, that [insert Name of Insurance Company] is likewise authorized under Administrative Order No. 30 to underwrite and issue Performance Bonds, Bidder’s Bonds, and Surety Bonds, callable on demand in favor of the various agencies and instrumentalities of the government pursuant to the Revised Implementing Rules of RA.9184.

It is further certified that [insert Name of Insurance Company] issued a surety bond under [insert Bond No.] to [insert Name of Service Provider or Supplier] in favor of **Department of Social Welfare and Development** in the amount of [insert amount] for the [insert Name of the Project].

This certification is issued upon the request of [insert Name of the Authorized Representative] of [insert Name of Insurance Company], pursuant to Section 39.2( c ) of the Revised Implementing Rules and Regulations of RA9184.

Issued on the [insert date] in [insert Place].

For the Insurance Commissioner

[insert name of Authorized Representative]

[insert Position and Office]

*Paid under*[insert Official Receipt No.]

<p><b>PLEASE USE THIS PRESCRIBED FORMAT IN THIS BID FORM</b></p>
--

**ITB NO. GOP/DSWD3-2022-03-002**  
**Approved Budget for the Contract (ABC): PHP 2,995,212.00**

**(Please show figures at how you arrived at the NFCC)**

\_\_\_\_\_ (**Php** \_\_\_\_\_) which is at least equal to the total ceiling price we are bidding. The amount is computed as follows:

CA	=	Current Assets	P
Less:			-
CL	=	Current Liabilities	P
Sub-Total 1			P
			X 15
Sub-Total 2			P
Less:			-
C	=	Value of all outstanding or uncompleted portions of the projects under on-going contracts, including awarded contracts yet to be started coinciding with the contract for this Project	P
		NFCC	P

Issued this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Name of Company

---

Signature of Bidder or Authorized Representative

Name and Designation

\*\*\* This document must be attached to the Technical Component Envelope \*\*\*

1. The phrase “value of the bidder’s current assets and current liabilities” shall be based on the data submitted to the BIR, which refers to the values of the current assets and current liabilities reflected in the Audited Financial Statements.
2. The value of all outstanding or uncompleted contracts refers to those listed in Annex II.
3. The detailed computation must be shown using the formula provided above.
4. The NFCC computation must be at least equal to the ABC of the project

<p style="text-align: center;"><b>PLEASE USE THIS PRESCRIBED FORMAT IN THIS BID FORM</b></p>
--



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

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

Business Address: \_\_\_\_\_

**A. Government**

Nature of Contract (Project Title)	a. Owner's Name	Project Cost	Bidder's Role		a. Date Awarded	% of Accomplishment		Value of Outstanding Works (Undelivered Portion)
	b. Address				b. Date Started			
	c. Contact Nos.		Description	%	c. Target Date of Completion	Planned	Actual	
1.	a.				a.			
	b.				b.			
	c.				c.			
2.	a.				a.			
	b.				b.			
	c.				c.			

**B. Private**

Nature of Contract (Project Title)	a. Owner's Name	Project Cost	Bidder's Role		a. Date Awarded	% of Accomplishment		Value of Outstanding Works (Undelivered Portion)
	b. Address				b. Date Started			
	c. Contact Nos.		Description	%	c. Target Date of Completion	Planned	Actual	
1.	a.				a.			

	b.				b.			
	c.				c.			
2.	a.				a.			
	b.				b.			
	c.				c.			

Note: *The following documents must be available upon request of the Bids and Award Committee (BAC) or designated Technical Working Group (TWG) during Post-Qualification to support this statement: (a) **Contract or Purchase Order**, (b) **Official Receipt(s) or Sales Invoice** or (c) **User's Certificate of Acceptance/Completion**.*

Name of Bidder: \_\_\_\_\_

Name of Authorized Representative: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

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

<p><b>PLEASE USE THIS PRESCRIBED FORMAT IN THIS BID FORM</b></p>
--

**Statement of Single Largest Completed Contract of Similar Nature  
Within the Last Five (5) Years Prior to the Date of Submission and  
Receipt of Bids, equivalent to at least Fifty percent (50%)  
of the ABC of this project.**

Business Name: \_\_\_\_\_ Business Address: \_\_\_\_\_

Nature of Contract (Project Title)	a. Owner's Name	Project Cost	Bidder's Role		a. Date Awarded
	b. Address				b. Date Started
	c. Contact Nos.		Description	%	c. Date Completed
	a.				a.
	b.				b.
	c.				c.

Note: *The following documents must be attached to support this statement: (a) **Official Receipt(s) or Sales Invoice** or (b) **User's Certificate of Acceptance/Completion***

Name of Bidder: \_\_\_\_\_

Name of Authorized Representative: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

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

*The Bidder must have completed, within the period specified in the Invitation to Bid and ITB Clause 12.1(a)(ii), a single contract that is similar to the project to be bid, equivalent to a percentage (%) of the ABC specified in ITB Clause 5.4.*

