

# Republic of the Philippines National Defense College of the Philippines

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# **BIDDING DOCUMENTS**

FOR THE

Procurement of Office Supplies and Equipment for Master in National Security Administration for Executives (EMNSA) of the NDCP

June 2021



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# Section I. Invitation to Bid

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### Republic of the Philippines Department of National Defense

#### NATIONAL DEFENSE COLLEGE OF THE PHILIPPINES

Camp General Emilio Aguinaldo, Quezon City

## INVITATION TO BID FOR

# PROCUREMENT OF OFFICE SUPPLIES AND EQUIPMENT FOR MASTER IN NATIONAL SECURITY ADMINISTRATION FOR EXECUTIVES (EMNSA) OF THE NDCP

- 1. The National Defense College of the Philippines (NDCP) through the General Appropriations Act FY 2021 (RA 11518) intends to apply the sum of One Million Eight Hundred Thousand Pesos Only (P 1,800,000.00) being the ABC to payments under the contract for Procurement of Office Supplies and Equipment for Master in National Security Administration for Executives (EMNSA) of the NDCP (NDCP-ITB-007-21). Bids received in excess of the ABC shall be automatically rejected at bid opening.
- 2. The NDCP now invites bids for the above Procurement Project. Delivery of the Goods is required within sixty (60) calendar days. Bidders should have completed, 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 using a non-discretionary "pass/fail" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
  - Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
- 4. Prospective Bidders may obtain further information from the NDCP Bids and Awards Committee Secretariat and inspect the Bidding Documents at the address given below during 8:00 A.M. to 5:00 P.M., Monday to Friday except during holidays
- A.M. to 5:00 P.M. on 23 June to 13 July 2021 from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Five Thousand Pesos only (P 5,000.00). The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person

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- 6. The NDCP-BAC will hold a Pre-Bid Conference on 1 July 2021, 10:00 A.M. at Honor Hall and/or through video conferencing or webcasting via CISCO Webex which was open to prospective bidders.
- 7. Bids must be duly received by the NDCP BAC Secretariat through (i) manual submission at the office address indicated below, (ii) online or electronic submission as indicated below, or (iii) both on or before 13 July 2021 at 10:00 AM. Late bids shall not be accepted.
- 8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
- 9. Bid opening shall be on 13 July 2021 at 10:00 A.M. at the given address below and/or via CISCO Webex. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
- 10. The NDCP reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
- 11. For further information, please refer to:

Ms Gladys M Pua

Head, BAC Secretariat Arturo Enrile Ave., Camp Aguinaldo Quezon City gladysmpua@yahoo.com 912-9139/911-6001 loc 4651

12. You may visit the following websites:

For downloading of Bidding Documents: http://www.ndcp.edu.ph/

For online bid submission: bacsecretariat.ndcp@gmail.com

22 June 2021

MR MARLON O SISON

Chairperson, NDCP Bids & Awards Committee

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# Section II. Instructions to Bidders

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#### 1. Scope of Bid

The Procuring Entity, National Defense College of the Philippines wishes to receive Bids for the Procurement of Office Supplies and Equipment for Master in National Security Administration for Executives (EMNSA) of the NDCP with identification number NDCP-ITB-007-21.

The Procurement Project (referred to herein as "Project") is composed of one (1) lot, the details of which are described in Section VII (Technical Specifications).

### 2. Funding Information

- 2.1. The GOP through the source of funding as indicated below for FY 2021 in the amount of One Million Eight Hundred Thousand Pesos Only (P 1,800,000.00).
- 2.2. The source of funding is NGA, the General Appropriations Act or Special Appropriations.

#### 3. Bidding Requirements

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

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

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

## 4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

## 5. Eligible Bidders

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







- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
  - a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

### 6. Origin of Goods

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

#### 7. Subcontracts

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.

#### 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 Camp General Emilio Aguinaldo, Quezon City and/or through CISCO Webex 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). - Graph

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- 10.2. The Bidder's SLCC as indicated in ITB Clause 5.3 should have been completed within the last 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:
    - The price of the Goods quoted EXW (ex-works, ex-factory, exwarehouse, ex-showroom, or off-the-shelf, as applicable);
    - The cost of all customs duties and sales and other taxes already paid or payable;
    - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
    - iv. The price of other (incidental) services, if any, listed in e.
  - b. For Goods offered from abroad:

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

### 13. Bid and Payment Currencies

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

#### 14. Bid Security

- 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.
- The Bid and bid security shall be valid until one hundred twenty (120) calendar days from the date of the opening of bids. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as nonresponsive.

## 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.

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<sup>1</sup> In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

### 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 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

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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.







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# Section III. Bid Data Sheet

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# **Bid Data Sheet**

ITB Clause					
5.3	For this purpose, contracts similar to the Project shall be:				
	Procurement of office supplies and equipment, or any system similar to the project				
	b. Completed within the last five (5) years prior to the deadline for the submission and receipt of bids.				
7.1	No further instructions				
8	The Procuring Entity will hold a pre-bid conference for the Procurement of Office Supplies and Equipment for Master in National Security Administration for Executives (EMNSA) of the NDCP on 1 July 2021, 10:00 AM at Honor Hall and/or through video conferencing or web conferencing via CISCO Webex				
10.1	Checklist of Technical and Financial				
	Documents				
	I. TECHNICAL COMPONENT ENVELOPE				
	Class "A" Documents				
	<ul> <li>Legal Documents</li> <li>(a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);</li> </ul>				
	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,				
	<ul> <li>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;     </li> </ul>				
	and Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).				
	<u>Technical Documents</u>				
	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				











- 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
- 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
- © (i) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or aftersales/parts, if applicable; and
- 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

- 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
- 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

(m) 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)

- [In a section 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.
- (o) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.



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	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).
12	No further instructions
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:
	a. The amount of not less than Php 36,000.00 (2% of Php 1.8M), if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or
	b. The amount of not less than Php 90,000.00 (5% of Php 1.8M) if bid security is in Surety Bond.
14.2	The bid security shall be valid 120 calendar days from Bid Opening
15	A. Each bidder shall submit one (1) original and nine (9) photo copies with tabbing of the first and second components
	B. For online submission, each bidder shall submit one (1) original copy with tabbing and an electronic copy of the first and second component, the file must be password-protected (the proponents must send the password on the day of the opening of bids), thru email of the BAC Secretariat indicated in the ITB para 12
16.1	Bids must be duly received by the NDCP BAC Secretariat through (i) manual submission at the office address National Defense College of the Philippines, Camp General Emilio Aguinaldo, Quezon City, (ii) online or electronic submission as indicated below, or (iii) both on or before 13 July 2021 at 10:00 A.M. Late bids shall not be accepted.
17	Bid opening shall be on 13 July 2021 at 10:00 A.M. at the NDCP Honor Hall, National Defense College of the Philippines, Camp General Emilio Aguinaldo, Quezon City and/or via CISCO Webex. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
19.3	No further instructions
20.1	No further instructions
21.1	No further instructions



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

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

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### 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**

CCC			
GCC Clause			
1	Delivery and Documents –		
	For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:		
	"The delivery terms applicable to this Contract are delivered at the National Defense College of the Philippines, Camp General Emilio Aguinaldo, Quezon City. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination."		
	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).		
	For purposes of this Clause the Procuring Entity's Representative at the Project Site is MS GLADYS M PUA		
	Incidental Services –		
	The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:		
	a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;		
	<ul> <li>furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> </ul>		
	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		
	e. transportation expenses, supplier's freight charges and any other charges for the delivery and support services for the goods delivered shall be for the account of the Supplier		
	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.		



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	Intellectual Property Rights –		
	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.		
	Packaging –		
	The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt, and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the GOODS' final destination and the absence of heavy handling facilities at all points in transit.		
2.2	Terms of Payment –		
	One Time payment on Complete Delivery:		
	One hundred percent (100%) of the Total Contract Price shall be paid to the Supplier upon delivery, installation, and acceptance of 100% of the Goods at the NDCP and upon submission of the required documents.		
4	Inspection and Tests –		
	All goods to be delivered shall be subjected to inspection by duly authorized representatives of the NDCP and the end-user.		
	All equipment and materials must be branded (not clone) and brand new.		
6	Warranty Warranty period for the following: At least one (1)-year onsite warranty on parts and labor/services (including after sales report)		
	The period correction of defects in the warranty period is within seven (7) working days		
	Under warranty coverage: If the unit is unrepairable within 24 hours, a free service back-up unit (1:1) of the same or higher specification must be provided by the supplier until defective unit is considered repaired.		











# 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.	Description	Qty/ UOM	Total	Delivered, Weeks/Months
1	A3 Full-color Publication Printer	2 units	PhP 1,800,000.00	Sixty (60) calendar days
2	All-in-one Printer	2 units		upon receipt of Notice to Proceed
3	Scanner	2 units		(NTP)
4	Multimedia Projector	2 units		Place of
5	Projector Screen for E- Learning Room	2 units		Delivery: National Defense
6	Studio Desktop	2 units		College of the
7	Studio Condenser Microphone	2 units		Philippines, Camp Aguinaldo,
8	Studio Headphones	2 units		Quezon City
9	Studio Camera (Video Recording)	2 units		
10	Uninterruptible Power Supply (UPS)	2 units		
11	Desktop for E-Learning Room	12 units		
12	Webcam for E-Learning Desktops	12 pcs		
13	Headphones for E-Learning Desktops	12 pcs		









# Section VII. Technical Specifications







# **Technical Specifications**

Item No.	Specification	Statement of Compliance
	A3 FULL-COLOR PUBLICATION PRINTER	
	Connectivity, Standard: Hi-Speed USB 2.0, built-in Fast	
1	Ethernet 10/100 Base-TX	
	Media Sizes Supported: Tray 1: A3, A4, A5, A6, RA3, SRA3,	
	B4, B5, 10x15 cm; envelopes (DL, C5, B5); Tray 2: A3,	
	A4, A5, B4, B5; Optional Tray: A3, A4, B4, B5	
, , , , , , , , , , , , , , , , , , ,	ALL-IN-ONE PRINTER	
2	- Compatible with Windows 10 above	
	- Continuous Inkjet Printer	
	- With HW/SW driver installation kit (if not plug & play)	
_	SCANNER	
3	- Image and document scanner	
	- High speed	
	MULTIMEDIA PROJECTOR	
	- ≥ Full HD 1080p	
4	$- \ge 2,000 \text{ lumens}$	
	$- \ge 15,000:1$ contrast ratio	
	- HDMI ports, MHL support, RJ-45 Ethernet, optional Wi-Fi	
	PROJECTOR SCREEN FOR E-LEARNING ROOM	
	- Motorized   60" x 60"	
5	- Wall-mount	
	- Smooth screen surface	
	- Lightweight	
	- Low-noise motor	
	STUDIO DESKTOP	
	≥ to set below:	
	- CPU: Intel® Core <sup>TM</sup> i7-10700K Processor 16M Cache,	
	up to 5.10 GHz	
	- RAM: 16gb DDR4 2666/3200Mhz	
6	- MOBO: MSI MAG B460 TOMAHAWK	
	- GPU: RTX3060 12GB DDR6	
	- SSD: 250GB	
	- HDD: 1TB SATA	
	- KEYBOARD & MOUSE	
	- Sundcard: Focusrite Scarlet 2i2	
	- Display Monitor: ≥ 21"	
	STUDIO CONDENSER MICROPHONE	II NOW
	- Pop Filter	
7	- Large diaphragm for smooth, natural sound and low noise	
/	- High SPL handling and wide dynamic range	
	- Frequency response : 20Hz-20kHz	
	- Low-frequency roll-off: 80Hz, 12dB/octave	
	- Impedance : 120 ohms	









	- Maximum input sound level : 148dB SPL, 1kHz at 1%				
1	T.H.D.; 158dB SPL, with 10Db				
	- Output connector : Integral 3-pin XLRM-type				
	STUDIO HEADPHONES				
	- Sensitivity (dB SPL/V @ 1 kHz)104				
	- Rated impedance (Ω)55				
8	- Audio frequency bandwidth (Hz)15 – 25000				
	- Maximum input power (mW)200				
	- TypeStereo plug - 3.5mm (1/8-inch) with 6.3 mm (1/4")				
	screw-on adapter				
	STUDIO CAMERA (VIDEO RECORDING)				
	Recording requirements:				
	- 4K 3840 x 2160 15P, Continuous recording : up to				
	approx. 30 min.				
	- Full HD 1920 x 1080 59.94p / 50p / 24p / 23.98p,				
9	Continuous recording: up to approx. 30 min.				
	- HD 1280 x 720 59.94p / 50p / 24p / 23.98p, Continuous				
	recording: up to approx. 30 min.				
	- High Speed Movie 1280x720 1.6x / 2x / 3.3x / 4x,				
	Continuous recording: up to approx. 7 min.				
	- Has wired and wireless functions				
	UNINTERRUPTIBLE POWER SUPPLY (UPS)				
	- Battery Backup and Surge Protection				
10	- Nominal Output Voltage: 230V				
	- Nominal Input Voltage: 230V				
	- Input Connections: IEC 60320 C14				
	DESKTOP FOR E-LEARNING ROOM				
	≥ to set below:				
	- Processor: Intel Core i5				
	- Memory: 8GB DDR4 RAM				
11	- Storage: 250GB NVMe SSD				
	- Graphics: Intel UHD Graphics 620				
	- Monitor: 18.5"				
	- Mouse & Keyboard				
	- Connectivity: Wi-fi Bluetooth Ready				
	WEBCAM FOR E-LEARNING DESKTOPS				
12	- Resolution: 1080p/30fps				
10-2015	- Field of View: 78°				
	- Rotational Camera: 360°				
	HEADPHONES FOR E-LEARNING DESKTOP				
	≥ to set below:				
	- Driver size: 50mm Dynamic drivers				
13	- Frequency response: 20Hz – 20kHz				
	- Max input power: 30Mw				
	- Sensitivity: 100dB SPL @1kHz/1mW				
	- Impedance: 32 ohm				
	- Microphone sensitivity: -40dBV @ 1kHz/Pa				









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# Section VIII. Checklist of Technical and Financial Documents

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# **Checklist of Technical and Financial Documents**

#### III.TECHNICAL COMPONENT ENVELOPE

#### Class "A" Documents

#### Legal Documents

- 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

2 4. Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

#### **Technical Documents**

- (p) 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
- 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
- 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

- Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or aftersales/parts, if applicable; and
- 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

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









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

#### Class "B" Documents

(w) 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)

- [2] (x) [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.
- (y) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

#### IV. FINANCIAL COMPONENT ENVELOPE

- (c) Original of duly signed and accomplished Financial Bid Form; and
- 2 (d) Original of duly signed and accomplished Price Schedule(s).

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# Section IX. Bidding Forms







APPENDIX "1"

Bid Form for the Procurement of Goods [shall be submitted with the Bid]	١
BID FORM	7
Project Identification No. :	
To: [name and address of Procuring Entity]	
Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to [supply/deliver/perform] [description of the Goods] in conformity with the said PBDs for the sum of [total Bid amount in words and figures] or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to:	

If our Bid is accepted, we undertake:

- 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:

[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,

agentCurrencyCommission	or gratuity	
The state of the s		

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

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





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

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

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

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







# Price Schedule for Goods Offered from Abroad

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

#### For Goods Offered from Abroad

Name	of Bidder				Project I	D No	Page of		
1	2	3	4	5	6	7	8	9	
Item	Description	Country	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)	

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



# Price Schedule for Goods Offered from Within the Philippines [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					Projec	ct ID No	Pageof		
1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8	Total Price delivered Final Destination (col 9) x (col 4)

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







#### **Bid Securing Declaration Form**

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

REPUBLIC OF THE PHILIPPINES)	
CITY OF	) S.S

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

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

I/We, the undersigned, declare that:

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

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

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





### 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 Philippin	nes (hereinafter calle	ed "the Entit	y") of the one part and
[name of Supplier] of [city and country	of Supplier] (herein	after 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:

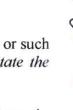
- 1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:
  - Philippine Bidding Documents (PBDs);
    - 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
  - 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.

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

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

[Insert Name and Signature] [Insert Name and Signature]

[Insert Signatory's Legal Capacity] [Insert Signatory's Legal Capacity]

for: for:

[Insert Procuring Entity] [Insert Name of Supplier]

Acknowledgment

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







#### **Omnibus Sworn Statement (Revised)**

[shall be submitted with the Bid]

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

#### **AFFIDAVIT**

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

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

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

2. [Select one, delete the other:]

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

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

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







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

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

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

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

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

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







#### 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 PHILIP	PPINES)
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



