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PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Government of the Republic of the Philippines

INVITATION TO BID ON THE SUPPLY AND DELIVERY OF CONSOLIDATED ICT SUPPLIES (2ND QUARTER) SATELLITE CAMPUS WITH IDENTIFICATION NUMBER GS-SCP04-2023-06-22

Sixth Edition
June 02, 2023

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Section I. Invitation to Bid

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1. The ***Bukidnon State University***, through the ***FY 2023 (Fund 164-SC) Budget Approved by the Board of Regents*** intends to apply the sum of ***Two Million Ninety-Eight Thousand Pesos Only (Php 2,098,000.00)*** being the ABC to payments under the contract for the ***Supply and Delivery of Consolidated ICT Supplies (2nd Quarter) Satellite Campus*** with identification number ***GS-SCP04-2023-06-22***. Bids received in excess of the ABC shall be automatically rejected at bid opening.

2. The ***Bukidnon State University*** now invites bids for the above Procurement Project. Delivery of the Services is required by ***Sixty Calendar Days (60 CD)***. Bidders should have completed, within ***Two (2) Years (June 22, 2021- June 22, 2023)*** 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.

    a. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

4. Prospective Bidders may obtain further information from ***Bukidnon State University-BAC Office through cellular number 0917-816-2400*** and inspect the Bidding Documents at the address given below during ***8:00AM-5:00PM, e***xcept on Saturdays and Sundays and during holidays.

5. A complete set of Bidding Documents may be acquired by interested Bidders on ***June 03, 2023*** from the given address and website(s) below ***Bids and Awards Committee (BAC) Office, 1ST Floor Supply, Research & Extension Building, Bukidnon State University,*** in the amount of ***Five Thousand Pesos Only (Php 5,000.00)***. The Procuring

Entity shall allow the bidder to present its proof of payment for the fees ***[Official Receipt, Payment Form and Deposit Slip through online]***.

6. The ***Bukidnon State University*** will hold a Pre-Bid Conference[1] on ***June 09, 2023;2:00PM*** at ***Conference Room, 2nd Floor, Finance Building, Bukidnon State University***, and/or through video conferencing or webcasting *via* ***ZOOM Meeting (Meeting ID: 991 1599 0815 Passcode: 637096)***which shall be open to prospective bidders.

7. Bids must be duly received by the 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 ***June 22, 2023; 2:00PM***. 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 ***June 22, 2023; 2:00PM onwards*** at the given address below ***Conference Room, 2nd Floor, Finance Building, Bukidnon State University/ ZOOM Meeting (Meeting ID: 929 7694 5883 Passcode: 654112***). Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

10. In case of a tie Bid, the BAC will conduct the Guidelines on the use of Non-Discretionary/Non-Discriminatory Selection criteria as Tie-Breaking Method in case of two or more Bidders are determined and declared as the Lowest Calculated and Responsive Bidder (LCRB) (GPPB Circular No.06-2005)

11. The ***Bukidnon State University*** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

12. For further information, please refer to:
Mr. Leonard D. Danao
Head, BAC Secretariat
Fortich St., Malaybalay City, Bukidnon, 8700
Tel. Nos. 088-813-5661 to 5663/ Cell No. 0917-816-2400
Website: www.buksu.edu.ph
For Delivery of Items:
Mr. Silverio A. Montales, Jr. (SPMO)-0917-315-7516

13. You may visit the following websites:
For downloading of Bidding Documents: ***[www.philgeps.gov.ph]***
For online bid submission: ***[buksubacsecretariat@buksu.edu.ph]***

Date of Issue: June 2, 2023

(SGD) ROSANNA S. GENERATO

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

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, ***Bukidnon State University*** wishes to receive Bids for the ***Supply and Delivery of Consolidated ICT Supplies (2nd Quarter) Satellite Campus*** with identification number ***GS-SCP04-2023-06-22***.

The Procurement Project ***Supply and Delivery of Consolidated ICT Supplies (2nd Quarter) Satellite Campus*** with identification number ***GS-SCP04-2023-06-22*** is composed of **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 2023 (Fund 164-SC) Budget Approved by the Board of Regents*** intends to apply the sum of ***TWO MILLION NINETY-EIGHT THOUSAND PESOS (Php 2,098,000.00)***.

2.2. The source of funding is:

a. GOCC and GFIs, the Corporate Operating Budget.

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.

b. 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 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 on ***June 09, 2023;2:00PM*** at ***Conference Room, 2nd Floor, Finance Building, Bukidnon State University*** and/or through videoconferencing/webcasting} as indicated in paragraph 6 of the **IB.**

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within ***Two (2) Years (June 22, 2021- June 22, 2023)*** prior to the deadline for the submission and receipt of bids.

10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.

11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.

11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

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

a. For Goods offered from within the Procuring Entity's country:

i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);

ii. The cost of all customs duties and sales and other taxes already paid or payable;

iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and

iv. The price of other (incidental) services, if any, listed in e.

b. For Goods offered from abroad:

i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.

ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications).**

13. Bid and Payment Currencies

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

13.2. Payment of the contract price shall be made in ***Philippine Pesos***.

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration[2] 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 ***October 20, 2023(120 Calendar Days after the date of the opening of bids)***. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

Each Bidder shall submit ***three (3) copies*** 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.

[2] 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.

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.

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

19.4. The Project shall be awarded as ***All items to be grouped together to form one complete Lot that will be awarded to one Bidder to form one complete contract.***

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

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: a. ***Supply and Delivery of Consolidated ICT Supplies (2nd Quarter) Satellite Campus*** with identification number ***GS-SCP04-2023-06-22***. b. Completed within ***Two (2) Years (June 22, 2021- June 22, 2023)*** prior to the deadline for the submission and receipt of bids.
7.1	No portion of the contract shall be sub-contracted
12	The price of the Goods shall be quoted in Philippine Peso DDP ***[Bukidnon State University, Fortich Street, Malaybalay City]*** or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: a. The amount of not less than **Php 41,960.00 (2%)** *of* ***Php 2,098,000.00***, 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 104,900.00** ***(5%) of Php 2,098,000.00,*** if bid security is in Surety Bond c. If the bid security is in the form of a Bid Securing Declaration, address it to the ***Board of Regents, Bukidnon State University***
19.3	**Partial bids are allowed.** ***All items to be grouped together to form one complete lot that will be awarded to one bidder to form one complete contract.***
20.2	*Please refer to Technical Specifications on the additional requirements*
21.2	For physical bid submission, Bidder shall submit ***[[1] original copy]*** and ***[[3] copies]*** of the first and second components of its bid. (Mark as Original copy, Copy1, copy 2 and Copy 3).

	For electronic bid submission, Bidders who passed in Technical and Financial Eligibility Screening shall submit ***[[1]* original copy*]*** and ***[[3]* copies*]*** of the first and second components of its bid. (Mark as Original copy, Copy1, copy 2 and Copy 3) after the Post Qualification Evaluation. *Please refer to the Checklist of Requirements for 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

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	
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 ***Procurement and Property Management Office, 1ST Floor Supply, Research & Extension Building, Bukidnon State University***. 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 **Mr. Silverio A. Montales, Jr., Head, SPMO/Supply Officer III** **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: *Select appropriate requirements and delete the rest.* a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

	d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
	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. **Spare Parts –** The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier: a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; The spare parts and other components required are listed in **Section VI (Schedule of Requirements)** and the cost thereof are included in the contract price. The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of ***one (1) month***. Spare parts or components shall be supplied as promptly as possible, but in any case, within of ***one (1) month*** months of placing the order.
	Packaging – The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

	The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity. The outer packaging must be clearly marked on at least four (4) sides as follows: Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications
	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. **Transportation –** 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. Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.

	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. 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. **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.
2.2	"The terms of payment with ***one (1) per cent retention money that shall be refunded after one (1) year***.
4	The inspections and tests that will be conducted are: *refer to Technical Specifications*

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 Number	Description	UOM	Qnty	Unit Cost	Total Cost	Delivered, Weeks/Mos.
	Supply and Delivery of Consolidated ICT Supplies (2nd Quarter) Satellite Campus with identification number ***GS-SCP04-2023-06-22***					
1	**Desktop Computer (Standard)** ● Processor: At least Intel Core i5-7400 Processor (8th Gen) or Equivalent, At least Intel H110 Chip set; Motherboard: ● Memory: At least 4GB DDR4 Memory; ● Hard Disk: At least Seagate, 512 SSD + 1TB HDD SATA; ● Monitor: At least 20" LED Monitor with HDMI Port; ● Power Supply: At least 800W ATX 12V Power Supply; ● Optical Drive: With Lite-on DVD-RW Optical Drive; ● LAN: With Gigabit Ethernet; ● Casing: Tower type, Black; ● Keyboard/Mouse: With USB Keyboard & Mouse, A4Tech; ● AVR: With Automatic Voltage Regulator; ● Card Reader: With 9-in-1 Multi Card Reader; ● Operating System: No OS	unit	52	39,000.00	2,028,000.00	**60 CD**
2	**DLP Projector** ● Native Aspect Ratio: 4x3; ● Technology: DLP;	unit	1	35,000.00	35,000.00	

	● Resolution: XGA(1024x768); ● Lumens (Eco/High): 2900/3200; ● Contrast: 15000; ● 3D: Supports 3D content from Blu-ray, cable boxes, dish services and more (over HDMI) and PC-based, 3D content at 120Hz. 144 Hz DLP Link 3D Glasses Required; ● Speakers: 2W (1 x 2W) ● Keystone : ± 40º Lamp: SP-LAMP-093; ● Lamp Hours (Eco/High): 10000/ 5000; ● Connections: HDMI 1.4, VGA x 2, Composite video, S-Video, 3.5 mm stereo in x 2, 3.5mm stereo out, VGA monitor out, RS232C; ● Throw Ratio: 2.09~1.9; ● Weight (lbs/kg): 5.4/2.5; ● Product Dimensions HxWxD : 8.7 x 11.5 x 4.7in (220 x 292 x 121mm); ● Inclusive: Bag, projector screen, remote, manual					
3	**Laser Printer** Specifications: ● Print Technology: Print Technology; ● B/W Laser Technology: B/W Laser Technology; ● First Time to Print: First Time to Print; ● Less than 8.5 seconds: Less than 8.5 seconds; ● Consumable Type: Consumable Type; Toner Cartridge & Drum Unit; Toner Cartridge & Drum Unit; Max. Black Print Speed (ppm); Max. Black Print Speed (ppm); 30ppm Black: 30ppm Black;	unit	1	35,000.00	35,000.00	

	• Print Resolution (maximum dpi): Print Resolution (maximum dpi); Up to 2400 x 600 dpi: Up to 2400 x 600 dpi; • Copying Capability: B/W Copying; • Design Style: Flatbed; • Max. Automatic Document Feeder Capacity‡: 35- Page ADF; • Max. Black Copy Speed (cpm 30cpm Black; • Stand-alone Copying: Yes; • Color/Black & White Scanning; B/W & Color Scanning; • Scanning Capability: B/W & Color Scanning; • Max. Interpolated Scan Resolution (dpi)† Up to 19200 x 19200 dpi; Optical Scan Resolution (dpi); 600 x 2400 dpi; • Standard Input Paper Capacity (sheets)‡ 250-Sheet Input Capacity; • Output Paper Capacity (sheets): 100 sheets; • Optional Paper Capacity (sheets): No; • Duplex Printing Capability:Yes; • Paper Handling Size - Paper Tray; Letter, Legal, Executive, A4, A5, B5; • Paper Handling Size - Manual Feed Letter,Legal, Executive, A4, A5, A6, B5, B6, Envelopes, Custom Sizes (3.0-8.5" (w), 4.57-14" (l))					
			Total Amount		**2,098,000.00**	

_____
Name and Signature of Authorized Representative
Date: _____

Section VII. Technical Specifications

Technical Specifications

Item	Specification	Statement of Compliance	
		[Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. 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. 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.]	
	Buyer's Specification	**Bidder's Specification**	
	Supply and Delivery of Consolidated ICT Supplies (2nd Quarter) Satellite		

	Campus with identification number ***GS-SCP04-2023-06-22***		
1	**Desktop Computer (Standard)** ● Processor: At least Intel Core i5-7400 Processor (8th Gen) or Equivalent, At least Intel H110 Chip set; Motherboard: ● Memory: At least 4GB DDR4 Memory; ● Hard Disk: At least Seagate, 512 SSD + 1TB HDD SATA; ● Monitor: At least 20” LED Monitor with HDMI Port; ● Power Supply: At least 800W ATX 12V Power Supply; ● Optical Drive: With Lite-on DVD-RW Optical Drive; ● LAN: With Gigabit Ethernet; ● Casing: Tower type, Black; ● Keyboard/Mouse: With USB Keyboard & Mouse, A4Tech; ● AVR: With Automatic Voltage Regulator; ● Card Reader: With 9-in-1 Multi Card Reader; ● Operating System: No OS		
2	**DLP Projector** ● Native Aspect Ratio: 4x3; ● Technology: DLP; ● Resolution: XGA(1024x768); ● Lumens (Eco/High): 2900/3200; ● Contrast: 15000; ● 3D: Supports 3D content from Blu-ray, cable boxes, dish services and more (over HDMI) and PC-based, 3D content at 120Hz. 144 Hz DLP Link 3D Glasses Required; ● Speakers: 2W (1 x 2W) ● Keystone : ± 40º Lamp: SP-LAMP-093; ● Lamp Hours (Eco/High): 10000/ 5000; ● Connections: HDMI 1.4, VGA x 2, Composite video, S-Video, 3.5 mm stereo in x 2, 3.5mm stereo out, VGA monitor out, RS232C; ● Throw Ratio: 2.09~1.9; ● Weight (lbs/kg): 5.4/2.5;		

	● Product Dimensions HxWxD : 8.7 x 11.5 x 4.7in (220 x 292 x 121mm); ● Inclusive: Bag, projector screen, remote, manual		
3	**Laser Printer** Specifications: ● Print Technology: Print Technology; ● B/W Laser Technology: B/W Laser Technology; ● First Time to Print: First Time to Print; ● Less than 8.5 seconds: Less than 8.5 seconds; ● Consumable Type: Consumable Type; Toner Cartridge & Drum Unit; Toner Cartridge & Drum Unit; Max. Black Print Speed (ppm); Max. Black Print Speed (ppm); 30ppm Black: 30ppm Black; ● Print Resolution (maximum dpi): Print Resolution (maximum dpi); Up to 2400 x 600 dpi: Up to 2400 x 600 dpi; ● Copying Capability: B/W Copying; ● Design Style: Flatbed; ● Max. Automatic Document Feeder Capacity‡: 35- Page ADF; ● Max. Black Copy Speed (cpm 30cpm Black; ● Stand-alone Copying: Yes; ● Color/Black & White Scanning; B/W & Color Scanning; ● Scanning Capability: B/W & Color Scanning; ● Max. Interpolated Scan Resolution (dpi)† Up to 19200 x 19200 dpi; Optical Scan Resolution (dpi); 600 x 2400 dpi; ● Standard Input Paper Capacity (sheets)‡ 250-Sheet Input Capacity; ● Output Paper Capacity (sheets): 100 sheets; ● Optional Paper Capacity (sheets): No; ● Duplex Printing Capability:Yes; ● Paper Handling Size - Paper Tray;		

	Letter, Legal, Executive, A4, A5, B5; • Paper Handling Size - Manual Feed Letter,Legal, Executive, A4, A5, A6, B5, B6, Envelopes, Custom Sizes (3.0-8.5" (w), 4.57-14" (l))		
	Additional Requirements		
	*Bidder must have a Regional Presence or a Regional Service Partner within Region 10 and/or Region 11 * Detailed Manpower Requirements with **Organizational Chart** *Certificate of Warranty -1 Year Warranty on Parts & Labor		

_____
Name and Signature of Authorized Representative
Date: _____

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
or

☐ (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,
and

☐ (c) Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
and

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

Technical Documents

☐ (f) 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**

☐ (g) 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**

☐ (h) 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 after-sales/parts, if applicable; **and**

☐ (j) 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

☐ (k) 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**

☐ (l) 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)

☐ (n) *[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.

☐ (o) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

25 FINANCIAL COMPONENT ENVELOPE

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

NOTE: PLEASE REFER TO A SEPARATE CHECKLIST FOR ADDITIONAL REQUIREMENTS

APPENDIX "1"

Bid Form for the Procurement of Goods

[Shall be submitted with the Bid]

BID FORM

Date: _____
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: *[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 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]*. *GPPB Resolution No. 16-2020, dated 16 September 2020 Page **20** of **39***

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: _____

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: _____

For Goods Offered from Within the Philippines

Name of Bidder _____ Project ID No._____ Page ___of___

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and Insurance and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract are awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)

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

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

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]

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

STATEMENT OF ALL ON-GOING GOVERNMENT AND PRIVATE CONTRACTS

Kindly supply the required information in the spaces provided.

Name of Bidder _____. Invitation to Bid Number _. Page _____ of _____.

Name of the Contract	Date of the Contract	Contract Duration	Owner's Name and Address	Contact Person and Contact Details (Tel./Cell No. and/or Email Address)	Kinds of Goods	Date of Delivery (Please indicate estimated date of delivery)	Amount of Contract	Value of Outstanding Contracts
Government Contracts:								
Private Contracts:								
						Total		

_____ _____

[Signature] *[In the capacity of]*

Duly authorized to sign Bid for and on behalf of _____

NOTE:

The aforesaid statement should include those contracts awarded but not yet started.

Further, bidders should indicate "None" or "No On-going Government and/or Private Contracts" if they do not have any on-ongoing government and/or private contracts in the corresponding rows and/or column, including contracts awarded but not yet started, whether similar or not similar in nature and complexity to the contract to be bid.

STATEMENT OF THE SINGLE LARGEST COMPLETED CONTRACT

Kindly supply the required information in the spaces provided.

Name of Bidder _____. Invitation to Bid Number _. Page _____ of _____.

Name of the Contract	Date of the Contract	Contract Duration	Owner's Name and Address	Contact Person and Contact Details (Tel./Cell No. and/or Email Address)	Kinds of Goods	Amount of Contract adjusted by the bidder to current prices using PSA's consumer price index, if necessary, for purposes of meeting the SLCC requirement;	Date of Delivery (Please indicate actual date of delivery)

Completed within ***Two (2) Years (June 22, 2021- June 22, 2023)***

_____ _____

[Signature] *[In the capacity of]*

Duly authorized to sign Bid for and on behalf of _____

NOTE:

Bidders shall submit and attach a copy of the end-user's acceptance or official receipt(s) or sales invoice.

NFCC Computation

Kindly supply the required information in the spaces provided.

Name of Bidder _____. Invitation to Bid Number _. Page _____ of _____.

Details	Amount
Current Assets	
Minus	
Current Liabilities	
Difference of Current Assets and Current Liabilities	
Multiplied by	
K	15
Total (Product)	
Minus	
Total value of all outstanding projects.	
Total NFCC Computation	

_____ _____

[Signature] *[In the capacity of]*

Duly authorized to sign Bid for and on behalf of _____

Performance Securing Declaration (Revised)

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

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

PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]
To: [Insert name and address of the Procuring Entity]
I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.

2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;

3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:

a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
i. Procuring Entity has no claims filed against the contract awardee;
ii. It has no claims for labor and materials filed against the contractor; and
iii. Other terms of the contract; or

b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

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

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

[Jurat]

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