

**SUPPLY, DELIVERY, AND
INSTALLATION OF VARIOUS OFFICE
EQUIPMENT FOR USE IN VARIOUS
OFFICES OF DPWH CEBU 5TH DISTRICT
ENGINEERING OFFICE**

CONTRACT ID: 24GHI0005 (REBID)

MARCH 2024

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national

buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid



Republic of the Philippines
DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS
CEBU 5TH DISTRICT ENGINEERING OFFICE
Poblacion, Danao City, Cebu Region VII



INVITATION TO BID (IB)

INVITATION TO BID FOR THE SUPPLY, DELIVERY, AND INSTALLATION OF VARIOUS OFFICE EQUIPMENT FOR USE IN VARIOUS OFFICES OF DPWH CEBU 5TH DISTRICT ENGINEERING OFFICE

1. The Department Public Works and Highways Cebu 5th District Engineering Office, through the Bids and Awards Committee (BAC), intends to apply the sum of **Php 1,549,946.74 (One Million Five Hundred Forty-nine Thousand Nine Hundred Forty-six Pesos and Seventy-four Centavos Only)** being the Approved Budget Contract (ABC) to payments under the **Contract ID No. 24GHI0005 (REBID)**. Bids received in excess of the ABC for each lot shall be automatically rejected at bid opening.
2. The DPWH Cebu 5th DEO now invites bid for the above Procurement Project. **Supply, Delivery and Installation of Various Office Equipment for use in Various Offices of DPWH Cebu 5th District Engineering Office.** Delivery of the Services is required as specified in the Schedule of Requirements. Bidders must have completed a contract similar to the Project whose values must be at least 50% of the ABC within five (5) years before the opening of bids. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II, Instruction 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) or 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 DPWH Cebu 5th DEO BAC for Services and inspect the Bidding Documents at the address given below during Monday to Friday at 8:00 AM to 5:00 PM.
5. A complete set Bidding Documents may be acquired by interested Bidders on **March 9, 2024 until before 10:00 AM of April 2, 2024** from the Secretariat, BAC for Goods, Conference Room, DPWH Cebu 5th District Engineering Office, Brgy. Poblacion, Danao City, or it may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System [Philgeps] and the website of DPWH and upon payment of the applicable fee **Php 5,000.00 (Five Thousand Pesos)** for the Bidding Documents. The DPWH shall allow the bidder to present its proof of payment for the fees.
6. The DPWH will hold a **Pre-Bid Conference on March 19, 2024, 10:00 AM** at Conference Room, DPWH Cebu 5th District Engineering Office, Brgy. Poblacion, Danao City, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before 10:00 AM on **April 2, 2024**. 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. GPPB Resolution No. 15-2021 dated October 14, 2021, provides that failure by the bidder to update its Philgeps Certificate of Platinum Registration and Membership with the current and updated Class 'A' Eligibility Documents covered by Section 8.5.2 of the 2016 revised IRR of RA 9184 shall result in the automatic suspension of the validity of its Certificate of Platinum Registration and Membership.
10. Bid opening shall be on **April 2, 2024 at 10:01 AM** at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
11. The Department of Public Works and Highways Cebu 5th DEO 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:

ABDULBASHET A. BASHER
Head BAC Secretariat
DPWH-Cebu 5th DEO
Brgy. Poblacion, Danao City, Cebu

13. You may visit the following websites:

For downloading of Bidding Documents:

Philippine Government Electronic Procurement Systems (Philgeps) and
website of Department of Public Works and Highways.
<https://www.dpwh.gov.ph/dpwh/business/procurement/gs/advertisement>

Approved by:

SGD.
BALTAZAR B. ASENSI, JR.
BAC Chairperson

Noted by:

SGD.
MA. JANNET B. NERO
District Engineer

Website: March 9, 2024 – April 2, 2024
Philgeps: March 9, 2024 – April 2, 2024
Office Premises: March 9, 2024 – April 2, 2024

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, Department of Public Works and Highways – Cebu 5th District Engineering Office wishes to receive Bids for the Supply and Delivery of Various IT Equipment for the use of Various Offices in The DPWH Cebu 5th District Engineering Office with identification number **24GHI0005 (REBID)**.

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 GAA 2023 Extended in the amount of **Php 1,549,946.74**

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 exceeding those allowed under the rules may participate pursuant to:
- i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
 - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - iii. When the Goods sought to be procured are not available from local suppliers; or
 - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
- 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 **March 19, 2024 10:00 a.m. at 2nd Floor Conference Room, DPWH Cebu 5th DEO, Brgy, Poblacion, Danao City** as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

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

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

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

- a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, 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 Declaration¹ 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 120 days upon 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 two original and one copy of the first and second components of its bids.

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

- 17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 10 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 **one contract**.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: <ul style="list-style-type: none"> a. Supply and Delivery of various IT Equipment equivalent to at least fifty percent (50%) of the ABC.
7.1	Subcontracting is not allowed
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: <ul style="list-style-type: none"> a. The amount of not less than (2%) of ABC, 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 (5%) of ABC if bid security is in Surety Bond.
19.4	Bidders shall submit a proposal. Evaluation and contract award will be undertaken as one contract .
20.1	<ul style="list-style-type: none"> a) Registration certificate from Securities and Exchange Commission (SEC) for corporation, Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document, b) 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; c) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR). d) The prospective bidder's audited financial statements, showing among others, the prospective bidder'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
21.1	No additional requirements

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 invitations of which were issued after the effectivity of the said amendment.

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC**, **Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

- 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	<p>The Supplier shall deliver the equipment and necessary components and licenses to DPWH Cebu 5th District Engineering Office, Supply and Property.</p> <p>WARRANTY, MAINTENANCE AND TECHNICAL SUPPORT</p> <p>The Supplier is required to provide a 3-yr warranty for parts and associated software and onsite labor, 1-year on mouse, keyboard, webcam, and headset with microphone from the Date of the Inspection and Acceptance Report.</p> <p>The local technical support shall include telephone and email, 8 hours per day (8:00am - 5:00pm) 5 days a week (Monday - Friday). for problem resolution. Support shall have a response time of next business day.</p>
2	Partial payment is not allowed.
4	The inspections and tests that will be conducted is regular inspection during delivery of goods.

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	Quantity	Total	Delivered, Weeks/Months
1	Desktop Computer (Administrative Use)	2		Within forty-five (45) calendar days upon receipt of approved Notice To Proceed
2	Desktop Computer (Application Use)	1		Within forty-five (45) calendar days upon receipt of approved Notice To Proceed
3	Multifunctional Inkjet Printer (A4)	2		Within forty-five (45) calendar days upon receipt of approved Notice To Proceed
4	Multifunctional Laser Printer (Color, A3)	1		Within forty-five (45) calendar days upon receipt of approved Notice To Proceed
5	TV 65"	1		Within forty-five (45) calendar days upon receipt of approved Notice To Proceed
6	External Hard Drive, 1TB	30		Within forty-five (45) calendar days upon receipt of approved Notice To Proceed
7	Flash Drive 128GB, OTG, Type C	27		Within forty-five (45) calendar days upon receipt of approved Notice To Proceed
8	Wireless Keyboard and mouse	8		Within forty-five (45) calendar days upon receipt of approved Notice To Proceed

(Name of Bidder/Company)

(Signature Over Printed Name of
Authorized Representative)

(Legal Capacity)

Section VII. Technical Specifications

Technical Specifications

Item	Specification	Statement of Compliance	Bidder's Specifications
		<i>[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.]</i>	
	DPWH Specifications	Bidders Compliance	
1	See separate sheets		

(Name of Bidder/Company)

(Signature over Printed Name of Authorized Representative)

(Legal Capacity)



Republic of the Philippines
 DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS
CEBU 5TH
DISTRICT ENGINEERING OFFICE
 REGIONAL OFFICE VII
 Brgy. Poblacion, Danao City, Cebu

DPWH-GPGS-01-F02-Rev. 01

STATEMENT OF COMPLIANCE

Item No.	Quantity and Unit	DPWH Specifications (Present)		STATEMENT OF COMPLIANCE	BIDDER'S SPECIFICATIONS
1	2 units	DESKTOP COMPUTER (Administrative Use)			
		<i>Main Equipment Components</i>	<i>Specification</i>		
		Computer			
		Processor & Chipset	Core-i5 (12th Gen), 6-cores and 64-bit or its equivalent		
		Internal Memory	8 GB DDR4		
		Storage	1TB 7200RPM HDD		
		Display & Graphics	21-inch Diagonal Full High Definition Wide Screen or Wide Viewing Angle LED Display(same brand as CPU); Integrated graphics memory		
		Audio	Integrated Sound Card with internal speaker		
		Expansion Slot	4 slots on-board, at least 1 PCI Express slot		
		IO Ports	6 USB (2 front, 4 rear atleast 1 Type-C), VGA, Audio, HDMI / Display Port, Ethernet (RJ-45)		
		Network Interface	Integrated Gigabit Ethernet		

		<p><i>Operating System</i> Licensed OEM Windows 11 Professional 64-bit with media installer. Must be activated with Microsoft prior at delivery.;Recovery Media: Recovery disc for all drivers and utilities must be stored in any electronic storage media. It must be properly labelled and virus free.</p>		
		<p><i>Operating System</i> Licensed OEM Windows 11 Professional 64- bit with media installer. Must be activated with Microsoft prior to delivery.</p>		
		<p><i>Recovery Media</i> Recovery media for all drivers and utilities stored in any electronic storage media. It must be properly labelled and virus free.</p>		
		<p><i>Office Software</i> Microsoft Office Standard (latest version) under Cloud Solution Provider (CSP) Agreement. The licenses must be perpetual and transferrable. It must be licensed and named after the DPWH and can be added to the Department's existing tenant domain dpwhgovph.onmicrosoft.com and primary domain dpwh.gov.ph. The Supplier must present a certificate as a Certified CSP Direct Partner in the Philippines.</p>		
		<p><i>Accessories</i> Specification</p>		
		<p><i>Keyboard</i> Manufacturer's Standard (same brand as the Computer)</p>		
		<p><i>Mouse</i> Optical with mouse pad (same brand as the Computer)</p>		
		<p><i>Webcam</i> 2MP FHD</p>		
		<p><i>Headset</i> Headset with Microphone (1-meter cable length, with noise cancellation feature, audio jack/usb connections type. Must be compatible with the offered desktop)</p>		

		<i>Power Supply</i>	Manufacturer's Standard		
		<i>Cables and Connectors</i>	Other Requirements:		
			Brand and Model: Must be an International Brand Name with existence of at least ten (10) years in the Philippines. It must be in the current catalog and not end-of life. Manufacturer's certificate is required.		
			Components: All Components must be the same brand as the Computer (except for the webcam, and headset) and manufacturer installed.		
			Regulatory: ENERGY STAR certified (with Energy Star Stamp). For Desktop Computers that do not carry an Energy Star label, an appropriate means of proof of Energy consumption levels shall be submitted such as a technical dossier of the manufacturer or a test report from a recognized body to demonstrate compliance with this requirement.		
			Documentation and Media: All equipment shall be supplied with the standard manufacturer's documentation, on any electronic storage media and hard copy version where available.		
			Warranty and Maintenance: The Supplier is required to provide a 3-yr warranty for parts and associated software and onsite labor, 1-year on mouse, keyboard, webcam, and headset with microphone from the Date of the Inspection and Acceptance Report.		
			Technical Support: The local technical support shall include telephone and email, 8 hours per day (8:00am - 5:00pm) 5 days a week (Monday - Friday). for problem resolution. Support shall have a response time of next business day.		

2	1 unit	Desktop Computer (Applications Use)			
		<i>Main Equipment Components</i>	<i>Specification</i>		
		Computer			
		<i>Processor & Chipset</i>	Core-i7 (12th Gen), 8-cores and 64-bit or its equivalent		
		<i>Internal Memory</i>	32gb DDR4		
		<i>Storage</i>	1tb 7200RPM HDD + 512GB SSD		
		<i>Display & Graphics</i>	23-inch to 24 - inch Diagonal Full High Definition Wide Screen or Wide Viewing Angle LED Display(same brand as CPU);6gb Dedicated graphics memory		
		<i>Audio</i>	Integrated Sound Card with internal Speaker		
		<i>Expansion Slot</i>	4 slots on-board at least 1 PCI Express slot; I/O Ports: 6 USB (2 front, 4 rear at least 1 Type-C), VGA Audio, HDMI/Display, Ethernet (RJ-45);Network Interfare: Integrated Gigabit Ethernet;		
		<i>Casing</i>	Two (2) external drive bays		
		Software			
		<i>Operating System</i>	Licensed OEM Windows 11 Professional 64-bit with media installer. Must be activated with Microsoft prior to delivery.		
		<i>Recovery Media</i>	Recovery media for all drivers and utilities stored in any electronic storage media. It must be properly labelled and virus free.		

		<p><i>Office Software</i></p> <p>Microsoft Office Standard (latest version) under Cloud Solution Provider (CSP) Agreement. The licenses must be perpetual and transferrable. It must be licensed and named after the DPWH and can be added to the Department's existing tenant domain dpwhgovph.onmicrosoft.com and primary domain dpwh.gov.ph. The Supplier must present a certificate as a Certified CSP Direct Partner in the Philippines.</p>		
		<p><i>Accessories</i></p>	<p>Specification</p>	
		<p><i>Keyboard</i></p>	<p>Manufacturer's Standard (same brand as the Computer)</p>	
		<p><i>Mouse</i></p>	<p>Optical with mouse pad (same brand as the Computer)</p>	
		<p><i>Webcam</i></p>	<p>2MP FHD</p>	
		<p><i>Headset</i></p>	<p>Headset with Microphone (1-meter cable length, with noise cancellation feature, audio jack/usb connections type. Must be compatible with the offered desktop)</p>	
		<p><i>Power Supply</i></p>	<p>Manufacturer's Standard</p>	
		<p><i>Cables and Connectors</i></p>	<p>Other Requirements:</p>	
			<p>Brand and Model: Must be an International Brand Name with existence of at least ten (10) years in the Philippines. It must be in the current catalog and not end-of life. Manufacturer's certificate is required.</p>	
			<p>Components: All Components must be the same brand as the Computer (except for the webcam, and headset) and manufacturer installed.</p>	
			<p>Regulatory: ENERGY STAR certified (with Energy Star Stamp). For Desktop Computers that do not carry an Energy Star label, an appropriate means of proof of Energy consumption levels shall be submitted such as a technical dossier of the</p>	

			manufacturer or a test report from a recognized body to demonstrate compliance with this requirement.		
			Documentation and Media: All equipment shall be supplied with the standard manufacturer's documentation, on any electronic storage media and hard copy version where available.		
			Warranty and Maintenance: The Supplier is required to provide a 3-yr warranty for parts and associated software and onsite labor, 1-year on mouse, keyboard, webcam, and headset with microphone from the Date of the Inspection and Acceptance Report.		
			Technical Support: The local technical support shall include telephone and email, 8 hours per day (8:00am - 5:00pm) 5 days a week (Monday - Friday). for problem resolution. Support shall have a response time of next business day.		

3	2 units	<table><tr><th colspan="2">Multifunctional Inkjet Printer A4</th></tr><tr><th>Main Equipment Components</th><th>Specification</th></tr><tr><td>Print Technology</td><td>Inkjet (Color)</td></tr><tr><td>Print Speed</td><td>Draft: 20ppm or ISO:8.5 ipm, speed measured using a4/letter size paper</td></tr><tr><td>Scan resolution</td><td>1200DPI; Scan Features: Multi sheet scan to single PDF File</td></tr><tr><td>Scan Type</td><td>Flatbed and ADF Monthly Duty Cycle 5,000 pages</td></tr><tr><td>Ink System</td><td>Continuous Ink Supply System or Ink tank System(Original or built-in), Refill must be available nationwide.Certificate of Authenticity is required</td></tr><tr><td>Network Interface</td><td>Fast Ethernet; IO ports: USB2.0, Ethernet (RJ-45)</td></tr><tr><td>Paper Handling Duplex Printing</td><td>Automatic two sided Printing</td></tr><tr><td>Paper Trays</td><td>Two Trays (Standard Input tray, Multi-purpose tray); Maximum Media Size: Legal (8.5 in x 14 in); Media Type: Paper(bond, light, heavy,plain, recycled, rough), envelopes, labels, cardstock, photo, brochures. SOFTWARE Supported OS: Windows 11, 10, 8.1 (32-bit and 64-bit)</td></tr><tr><td>Media Type</td><td>Paper(bond, light, heavy,plain, recycled, rough), envelopes, labels, cardstock, photo, brochures. SOFTWARE Supported OS: Windows 11, 10, 8.1 (32-bit and 64-bit)</td></tr><tr><td>Drivers</td><td>Original CD/DVD copy or any electronic media storage. Must be compatible with 32-bit and 64-bit operating system</td></tr><tr><td>Accessories</td><td>Specification</td></tr></table>	Multifunctional Inkjet Printer A4		Main Equipment Components	Specification	Print Technology	Inkjet (Color)	Print Speed	Draft: 20ppm or ISO:8.5 ipm, speed measured using a4/letter size paper	Scan resolution	1200DPI; Scan Features: Multi sheet scan to single PDF File	Scan Type	Flatbed and ADF Monthly Duty Cycle 5,000 pages	Ink System	Continuous Ink Supply System or Ink tank System(Original or built-in), Refill must be available nationwide.Certificate of Authenticity is required	Network Interface	Fast Ethernet; IO ports: USB2.0, Ethernet (RJ-45)	Paper Handling Duplex Printing	Automatic two sided Printing	Paper Trays	Two Trays (Standard Input tray, Multi-purpose tray); Maximum Media Size: Legal (8.5 in x 14 in); Media Type: Paper(bond, light, heavy,plain, recycled, rough), envelopes, labels, cardstock, photo, brochures. SOFTWARE Supported OS: Windows 11, 10, 8.1 (32-bit and 64-bit)	Media Type	Paper(bond, light, heavy,plain, recycled, rough), envelopes, labels, cardstock, photo, brochures. SOFTWARE Supported OS: Windows 11, 10, 8.1 (32-bit and 64-bit)	Drivers	Original CD/DVD copy or any electronic media storage. Must be compatible with 32-bit and 64-bit operating system	Accessories	Specification
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Drivers	Original CD/DVD copy or any electronic media storage. Must be compatible with 32-bit and 64-bit operating system																											
Accessories	Specification																											

		Ink Tank	Ink tanks with additional THREE (3) standard ink refill bottle per color (Genuine)		
		Cable and Connectors	All necessary cables and connectors patch cable (CAT5e, Factory crimped with RJ-45 connector. 5 meters, preferably color orange)		
4	1 unit	Multifunctional Laser Printer (Color, A3)			
		Main Equipment Components	<i>Specification</i>		
		Print Technology	Inkjet (Color)		
		Print Speed and copy Speed	30 ppm /cpm; speed measured using A4 size paper		
		Print Quality	600x600 dpi		
		Scan Features	Multi-sheet scan to single PDF file		
		Monthly Duty Cycle	100,000 pages		
		Memory	1GB		
		Toner System	Genuine Toner (high yield). Toner must be available nationwide Certificate of Authenticity is required		
		Network Interface	Gigabit Ethernet (RJ-45)		
		I/O ports	USB 2.0; Ethernet (RJ-45)		
		Duplex Printing	Automatic two-sided printing		
		Paper Trays	Two Trays (Standard Input tray, Multi-purpose tray)		
		Media Type	Paper (bond, Light heavy, plain, recycled, rough), envelopes, labels, cardstock, photo, brochures		
		Supported OS	Windows 11, 10, 8.1 (32 and 64 bit)		
		Drivers	Original Cd/DVD Copy or in any electronic media storage		
		Toner	Pre-installed toner with additional one (1) high yield genuine toner per color		
		Cables and Connectors	All necessary cables and connectors; patch cable (CAT6, factory crimped with RJ-45 connector, 5 meter		

5	1 unit	TV 65"		
		Specification :		
		Screen Size: 65"; Smart TV (Google TV);Wi-fi frequency: 2.4GHz/5GHz;Composite Video Input: 1(Side, Mini jack);HDMI Inputs: 4(4side);HDCP: HDCP;Features Specified in HDMI2.1:4k120/eARC/Vrr/ALLM;HDMI Audio:Returned channel: Yes (eARC/ARC); Digital Audio Output;Headphone Output;USB Ports: 2;USB Drive Format Support: FAT16/FAT 32/exFAT/NFTS; Picture:Display Type: LCD;Display Resolution (H X V, Pixels): 3840x2160;BackLight Type ;Direct (Full Array LED);Picture Processor: 4k HDR;Clarity Enhancement: 4k X-Reality PRO; Sound : Audio Power Output: 10W+10W;Speaker Type: Double bass Reflex speaker, X-Balanced Speaker;Software: Operating System: Android TV Smart TV (Google TV);On-Board Storage(GB): 32Gb; Voice Search: Voice Search /Build-in Mic); Inclusions: with installation and delivery		
6	30 pcs	External Hard Drive, 1TB		
7	27 pcs	Flash Drive 128GB, OTG, TYPE C		
8	8 set	Wireless Keyboard and Mouse		

(Name of Bidder/Company)

(Signature over Printed Name of Authorized Representative)

Legal Capacity

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);

Note: All legal documents indicated in the said Certificate must be current and updated.

Technical Documents

- ☐ (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- ☐ (c) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- ☐ (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;

or

Original copy of Notarized Bid Securing Declaration; **and**

- ☐ (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- ☐ (f) 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

- ☐ (g) 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

- ☐ (h) 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)

- ☐ (i) *[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.
- ☐ (j) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

II. FINANCIAL COMPONENT ENVELOPE

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

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 of agent	Amount and Purpose of Commission or gratuity
_____	_____
_____	_____
_____	_____

(if none, state “None”) /

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

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

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

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

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

Name: _____

Legal capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Date: _____

Contract Agreement Form for the Procurement of Goods (Revised)

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

CONTRACT AGREEMENT

THIS AGREEMENT made the _____ day of _____ 20_____ between [name of PROCURING ENTITY] of the Philippines (hereinafter called “the Entity”) of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called “the Supplier”) of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly [brief description of goods and services] and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of *[contract price in words and figures in specified currency]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:
 - i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
 - ii. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;
 - iii. Performance Security;
 - iv. Notice of Award of Contract; and the Bidder’s conforme thereto; and
 - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**
3. In consideration for the sum of *[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)

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]

Bank Guarantee Form for Advance Payment

To: [name and address of PROCURING ENTITY]

[name of Contract]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause 10 of the General Conditions of Contract to provide for advance payment, *[name and address of Supplier]* (hereinafter called the “Supplier”) shall deposit with the PROCURING ENTITY a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[bank or financial institution]*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the PROCURING ENTITY on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding *[amount of guarantee in figures and words]*.

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

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

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]

Contract ID. No. : 24GHI0005 (REBID)

Name of Project : **SUPPLY, DELIVERY, AND INSTALLATION OF VARIOUS OFFICE EQUIPMENT FOR USE IN VARIOUS OFFICES OF DPWH CEBU 5TH DISTRICT ENGINEERING OFFICE**

BID FORM B (FINANCIAL PROPOSAL)

PRICE SCHEDULE FOR GOODS OFFERED

Date of Bid Opening: _____

1	2	3	4	5
DESCRIPTION	UNIT	QTY	UNIT BID PRICE	TOTAL BID PRICE
Desktop Computer (Administrative Use)	unit	2		
Desktop Computer (Application Use)	unit	1		
Multifunctional Inkjet Printer, A4	unit	2		
Multifunctional Laser Printer (color, A3)	unit	1		
TV 65"	unit	1		
External Hard Drive, 1TB	Pcs	30		
Flash Drive 128GB, OTG, Type C	Pcs	27		
Wireless Keyboard and Mouse	sets	8		

(In Words)

(In Figures)

Price Validity : _____

Name and Signature of Bidder : _____

Address : _____

Telephone/Mobile No.: _____

Name of Representative : _____

Representative Signature : _____

Legal Capacity : _____

Price Schedule for Goods Offered from Abroad
(shall be submitted with the Bid if Bidder is offering goods from Abroad)

For Goods Offered from Abroad

Name of Bidder _____ Project ID No. _____ Page _____ of _____

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

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

For Goods Offered from Within the Philippines

Name of Bidder_____Project ID No._____Page ____ of ____

[illegible]

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Department of Public Works and Highways

Statement of Single Largest Completed Contract which are Similar in Nature

Business Name: _____

Business Address: _____

Name of Contract	a. Agency's Name:	Type of Product Delivered	No. of Units	Description	a. Amount of Award	a. Date Awarded
	b. Address: c. Telephone No.				b. Amount as Completion c. Duration	b. Contract Effectivity c. Date Completed
<u>Government</u>						
<u>Private</u>						

NOTE:

- A. This statement shall be supported with, End-user's Acceptance OR Official Receipt/s OR Sales Invoice issued for the contract.
- B. The bidders shall fill-up and submit this form for every item to be bid

Submitted by: _____

(Printed Name & Signature)

Legal Capacity: _____

Date: _____

"Form No. 1"

Department of Public Works and Highways

Statement of all Ongoing Government & Private Contracts including contracts awarded but not yet started

Business Name: _____

Business Address: _____

Name of Contract / Project Cost	a. Owner's Name: b. Address: c. Telephone No.	Type of Product to be Delivered	No. of Units	Description	a. Amount of Award b. Amount as Completion c. Duration	Delivered Units		Value of Outstanding Works / Undelivered Portion
						Planned	Actual	
<u>Government</u>								
<u>Private</u>								
							Total Cost	

Submitted by: _____
(Printed Name & Signature)

Legal Capacity: _____

Date: _____

"Form No. 2"

FINANCIAL DOCUMENTS FOR ELIGIBILITY CHECK

Summary of the Applicant Supplier's/Distributor's/Manufacturer's assets and liabilities on the basis of the attached income tax return and audited financial statement, stamped "RECEIVED" by the Bureau of Internal Revenue or BIR authorized collecting agent, for the immediately preceding year and a certified copy of Schedule of Fixed Assets particularly the list of construction equipment.

		Year 20__
1.	Total Assets	
2.	Current Assets	
3.	Total Liabilities	
4.	Current Liabilities	
5.	Net Worth (1-3)	
6.	Net Working Capital (2-4)	

The Net Financial Contracting Capacity (NFCC) based on the above data is computed as follows:

NFCC = [(current asset – current liabilities) (15)] minus value of all outstanding or uncompleted portions of the projects under on-going contracts, including awarded contracts yet to be started, coinciding with the contract to be bid

NFCC = P _____

Submitted by:

Name of Supplier / Distributor / Manufacturer

Signature of Authorized Representative

Date : _____

NOTE:

If Partnership or Joint Venture, each Partner or Member Firm of Joint Venture shall submit the above requirements.

The values of the domestic bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR.

