



REPUBLIC OF THE PHILIPPINES PHILIPPINE HEALTH INSURANCE CORPORATION PhilHealth Regional Office XII

BIDDING DOCUMENTS

PROCUREMENT OF VARIOUS IT SUPPLIES **FOR CY 2025**

IB No. BAC-PB-2025-002

Preface

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

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

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

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

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the "name of the Procuring Entity" and "address for bid submission," should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

Table of Contents

Glossary	of Acronyms, Terms, and Abbreviations	5
Section	I. Invitation to Bid	8
Section	II. Instructions to Bidders	17
1.	Scope of Bid	18
2.	Funding Information	18
3.	Bidding Requirements	18
the ge durati	idder, by the act of submitting its Bid, shall be deemed to have verified and acceleneral requirements of this Project, including other factors that may affect the colon and execution or implementation of the contract, project, or work and examinations, forms, terms, and project requirements in the Bidding Documents.	st,
4.	Corrupt, Fraudulent, Collusive, and Coercive Practices	18
5.	Eligible Bidders	18
6.	Origin of Goods	19
7.	Subcontracts	19
8.	Pre-Bid Conference	19
9.	Clarification and Amendment of Bidding Documents	19
10.	Documents comprising the Bid: Eligibility and Technical Components	20
11.	Documents comprising the Bid: Financial Component	20
12.	Bid Prices	20
13.	Bid and Payment Currencies	21
14.	Bid Security	21
15.	Sealing and Marking of Bids	22
16.	Deadline for Submission of Bids	22
17.	Opening and Preliminary Examination of Bids	22
18.	Domestic Preference	22
19.	Detailed Evaluation and Comparison of Bids	22
20.	Post-Qualification	23
21.	Signing of the Contract	23
Section	III. Bid Data Sheet	24
Section	IV. General Conditions of Contract	27
1.	Scope of Contract	28
2.	Advance Payment and Terms of Payment	28
3.	Performance Security	28
4.	Inspection and Tests	28
5.	Warranty	29
6.	Liability of the Supplier	29
Section '	V. Special Conditions of Contract	30
Section '	VI. Schedule of Requirements	36
Section	VII. Technical Specifications	42
Section '	VIII Checklist of Technical and Financial Documents	47

REQUIRED FORMS AND TEMPLATES	51
Statement of All On-Going Government and Private Contracts,	51
Including Contracts Awarded but not yet Started, if any	51
Statement of Single Largest Completed Contract (SLCC)	52
Bid Form for the Procurement of Goods	56
BID FORM	56
Price Schedule for Goods Offered from Abroad	58
For Goods Offered from Abroad	58

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

Notes on the Invitation to Bid

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria (*e.g.*, the application of a margin of preference in bid evaluation).

The IB should be incorporated in the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.





Republic of the Philippines PHILIPPINE HEALTH INSURANCE CORPORATION Philhealth Regional Office XII

PhilHealth Regional Office XII

CSA I Building Cor. Zulueta Street, General Santos Drive
City of Koronadal, South Cotabato
(083) 228-4733 & 0921 589 1001

www.philhealth.gov.ph

INVITATION TO BID

PROCUREMENT OF VARIOUS IT SUPPLIES FOR CY 2025

(IB No. BAC-PB-2025-002)

- 1. The PhilHealth Regional Office XII, through the Corporate Operating Budget for CY 2025 intends to apply the sum of **Five Million Seven Hundred Seventy-Six Thousand Four Hundred Sixty-four and 98/100 Pesos Only (P5,776,464.98)** being the ABC to payments under the contract for the item in the **Procurement of Various IT Supplies for CY 2025** with **Invitation to Bid No. BAC-PB-2025-002**. Bid received in excess of the ABC for the item shall be automatically rejected at bid opening.
- 2. The PhilHealth Regional Office XII now invites bids for the above Procurement Project.

Item No.	Item Description	Quantity	Unit	Approved Budget (PHP)
1	CABLE MANAGER_IV: Wire Moulding, Flat, 1 Inch_length	50	length	8,500.00
2	CABLE MANAGER_IV: Wire Moulding, Flat, 2 Inches_length	50	length	22,500.00
3	CABLE_IV: HDMI Cable 30M_pc	12	pcs	27,563.16
4	ETHERNET CONNECTOR_IV: RJ 45, Standard, for CAT6_pc	446	pcs	4,821.26
5	MODULAR BOX_IV: RJ 45 modular box_pc	30	pcs	5,475.00
6	PRINTER PARTS (For Existing Printers)_IV: Imaging Unit For Lexmark MS823dn Printer Black_unit	3	units	22,200.00
7	PRINTER PARTS (For Existing Printers)_IV: Maintenance Kit For HP Laserjet Printer M611dn_unit	3	units	83,970.00

				1 0
8	PRINTER PARTS (For	3	units	83,100.00
	Existing Printers)_IV:			
	Maintenance Kit For			
	Lexmark MS823dn			
	Printer_unit			
9	PRINTER CONSUMABLES	1	box	343.20
	(For Existing Printers)_IV:			
	For EPSON EcoTank L365,			
	L365, T6641, Ink Black_box			
10	PRINTER CONSUMABLES	1	box	352.00
	(For Existing Printers)_IV:			00 111
	For EPSON EcoTank L365,			
	L365, T6642, Ink Cyan_box			
11	PRINTER CONSUMABLES	1	box	352.00
	(For Existing Printers)_IV:	1	DOM	332.00
	For EPSON EcoTank L365,			
	L365, T6643, Ink Yellow_box			
12	PRINTER CONSUMABLES	1	box	
12	(For Existing Printers)_IV:	1	DOX	252.00
	For EPSON EcoTank L365,			352.00
	117			
10	Magenta_box			
13	PRINTER CONSUMABLES	6	carts	00 (0(10
	(For Existing Printers)_IV:			33,696.48
	HP 201A , CF400A,			
	Black_cartridge			
14	PRINTER CONSUMABLES	6	carts	
	(For Existing Printers)_IV:			39,593.10
	HP 201A, CF401A , Cyan			
	LaserJet Toner			
	Cartridge_cartridge			
15	PRINTER CONSUMABLES	6	carts	
	(For Existing Printers)_IV:			39,593.10
	HP 201A, CF402A , Yellow			
	LaserJet Toner			
	Cartridge_cartridge			
16	PRINTER CONSUMABLES	6	carts	
	(For Existing Printers)_IV:			39,593.10
	HP 201A, CF403A, Magenta			
	LaserJet Toner			
	Cartridge_cartridge			
17	PRINTER CONSUMABLES	40	carts	
-	(For Existing Printers)_IV:	-		24,261.20
	Ink Cartridges, HP F6V26AA			
	(HP 680), Tri-			
	Color_cartridge			
18	PRINTER CONSUMABLES	20	carts	
	(For Existing Printers)_IV:	_3	342 40	12,130.60
	Ink Cartridges, HP F6V27AA			
	(HP 680), Black_cartridge			
	(III 000), Diack_cartifuge		l	

19	PRINTER CONSUMABLES (For Existing Printers)_IV: LEXMARK 8D3H00 BLACK TONER_cartridge	60	carts	1,151,700.00
20	PRINTER CONSUMABLES (For Existing Printers)_IV: Printer Ribbon for Evolis Primacy & Evolis Zenius ID card printer, Evolis YMCKO R5F002SAA, Color Ribbon, 200 prints/roll_ribbon	2	carts	16,364.00
21	PRINTER CONSUMABLES (For Existing Printers)_IV: Ribbon Cartridge for Epson LQ2180/2190 Dot Matrix Printer, SO15531/SO15086, Black_cartridge	20	carts	17,700.00
22	PRINTER CONSUMABLES (For Existing Printers)_IV: Ribbon Cartridge for Epson LX-310 Dot Matrix Printer, S015632, Black_cartridge	10	carts	1,707.10
23	PRINTER CONSUMABLES (For Existing Printers)_IV: TONER CART, HP 410A Black Original LaserJet Toner Cartridge, CF410A_cartridge	4	carts	27,604.48
24	PRINTER CONSUMABLES (For Existing Printers)_IV: TONER CART, HP 410A Cyan Original LaserJet Toner Cartridge, CF411A_cartridge	2	carts	17,791.52
25	PRINTER CONSUMABLES (For Existing Printers)_IV: TONER CART, HP 410A Magenta Original LaserJet Toner Cartridge, CF413A_cartridge	4	carts	35,463.04
26	PRINTER CONSUMABLES (For Existing Printers)_IV: TONER CART, HP 410A Yellow Original LaserJet Toner Cartridge, CF412A_cartridge	2	carts	17,731.52
27	PRINTER CONSUMABLES (For Existing Printers)_IV: TONER CART, HP CE390A, BLACK_cartridge	15	carts	215,160.00

				T
28	PRINTER CONSUMABLES (For Existing Printers)_IV: Toner Cartridge, Brother TN-2280, Black_cartridge	4	carts	13,285.32
29	PRINTER CONSUMABLES (For Existing Printers)_IV: Toner Cartridge, CF237A (HP 37A, M607N), Black_cartridge	50	carts	716,596.50
30	PRINTER CONSUMABLES (For Existing Printers)_IV: Toner Cartridge, HP 119A BLACK W2090A_cartridge	6	carts	19,537.50
31	PRINTER CONSUMABLES (For Existing Printers)_IV: Toner Cartridge, HP 119A CYAN W2091A_cartridge	6	carts	20,865.06
32	PRINTER CONSUMABLES (For Existing Printers)_IV: Toner Cartridge, HP 119A MAGENTA W2093A_cartridge	6	carts	20,865.06
33	PRINTER CONSUMABLES (For Existing Printers)_IV: Toner Cartridge, HP 119A YELLOW W2092A_cartridge	6	carts	20,865.06
34	PRINTER CONSUMABLES (For Existing Printers)_IV: Toner Cartridge, HP 307A Black Toner Cartridge (CE740A)_cartridge	1	cart	12,487.83
35	PRINTER CONSUMABLES (For Existing Printers)_IV: Toner Cartridge, HP 307A Cyan Toner Cartridge (CE741A)_cartridge	1	cart	21,890.13
36	PRINTER CONSUMABLES (For Existing Printers)_IV: Toner Cartridge, HP 307A MagentaToner Cartridge (CE743A)_cartridge	1	cart	21,890.13
37	PRINTER CONSUMABLES (For Existing Printers)_IV: Toner Cartridge, HP 307A Yellow Toner Cartridge (CE742A)_cartridge	1	cart	21,890.13
38	PRINTER CONSUMABLES (For Existing Printers)_IV: Toner Cartridge, HP 62XL Black High Yield Original Ink	6	carts	20,814.00

	Cartridge (C2P05AN)_cartridge			
39	PRINTER CONSUMABLES (For Existing Printers)_IV: Toner Cartridge, HP 62XL Tri-colour High Yield Original Ink Cartridge (C2P07AN) cartridge	6	carts	21,240.00
40	PRINTER CONSUMABLES (For Existing Printers)_IV: TONER CARTRIDGE, HP CF217A (HP17A) BLACK LASERJET_cartridge	6	carts	29,677.98
41	PRINTER CONSUMABLES (For Existing Printers)_IV: Toner Cartridge, HP CF248A (HP 48A), Black,_cartridge	10	carts	37,145.90
42	PRINTER CONSUMABLES (For Existing Printers)_IV: TONER CARTRIDGE, HP CF281A (HP81A) BLACK LASERJET_cartridge	15	carts	216,937.35
43	PRINTER CONSUMABLES (For Existing Printers)_IV: Toner Cartridge, HP W1470A (HP147A) Black LaserJet_cartridge	183	carts	2,510,209.17
44	UTP CABLE_IV: At least CAT6 or latest, 305m, 1000FT Ethernet Cable_box	15	boxes	100,650.00
		TO	OTAL	5,776,464.98

Delivery of the Goods is required for a period of **Sixty (60) Days** without extension commencing from the time of receipt by the winning supplier of the Notice to Proceed. Bidders should have completed, within **Two (2) Years (May 19, 2023 – May 18, 2025)** 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 PhilHealth Regional Office XII BAC Secretariat and inspect the Bidding Documents at the address given below during 8:00 AM 5:00 PM from Monday to Friday.
- 5. A complete set of Bidding Documents may be acquired by interested Bidders on April 29,2025 May 18, 2025 (8:00 AM 4:00 PM, during weekdays only) and on May 19, 2025 (8:00 AM 9:30 AM), from the given address and website below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB:

Approved Budget for the Contract	Maximum Cost Bidding Documents (in Philippine Peso)
500,000 and below	500.00
More than 500,00 up to 1 Million	1,000.00
More than 1 Million up to 5 Million	5,000.00
More than 5 Million up to 10 Million	10,000.00
More than 10 Million up to 50 Million	25,000.00
More than 50 Million up to 500 Million	50,000.00
More than 500 Million	75,000.00

The Procuring Entity shall allow the bidder to present its proof of payment for the fees to be presented in person, by facsimile, or through electronic means.

- 6. The PhilHealth Regional Office XII will hold a Pre-Bid Conference at <u>02:00</u> <u>PM</u> onwards on <u>May 07, 2025</u> at the PhilHealth Regional Office XII Training Room, CSA I Building corner Zulueta Street- General Santos Drive, City of Koronadal, South Cotabato and through video conferencing via MS-Teams Platform, 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 or online or electronic submission as indicated below (bidders maybe requested to submit hard copies of the bidding documents during Bid Evaluation stage of the procurement) on or before **10:00 AM** on **May 19, 2025**. 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 <u>May 19, 2025</u> at <u>10:00 AM</u> onwards at the PhilHealth Regional Office XII Training Room, CSA I Building corner Zulueta Street- General Santos Drive, City of Koronadal, South Cotabato and through video conferencing via MS-Teams Platform. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

- 10. Bidders shall submit their electronic bids using a two-factor security procedure consisting of an archive format compression and password protection and disclose the password for accessing their respective bid submission only during the actual bid opening on **May 19, 2025** at **10:00 AM**. Use of a back-up data or cloud storage for large files uploaded for online bid submissions is allowed.
- 11. The PhilHealth Regional Office XII 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:

SHARON ROSE B. YSMAEL/MARK VINCENT N. ROMERO

BAC Secretariat
PhilHealth Regional Office XII

4th Floor, CSA I Building corner Zulueta Street - General Santos Drive,
City of Koronadal, South Cotabato
bac.pro12@philhealth.gov.ph
Telephone No. (083) 228-4733
www.philhealth.gov.ph

13. You may visit the following websites:

For downloading of Bidding Documents: https://notices.philgeps.gov.ph
https://www.philhealth.gov.ph/suppliers/iaeb/index.htm

For online bid submission: bac.pro12@philhealth.gov.ph

Issued this 29th day of April 2025.

SGD.
LORELIE G. BONILLA
Chairperson, Bids and Awards Committee
Noted:
SGD.
HECTOR ZENON LEONARDO P. MALATE, MI

Head of the Procuring Entity

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, PhilHealth Regional Office XII wishes to receive Bids for the Procurement of Various IT Supplies for CY 2025, with identification number BAC-PB-2025-002.

The Procurement Project (referred to herein as "Project") is composed of Fortyfour (44) items only, 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 CY 2025 in the amount of **Five Million Seven Hundred Seventy–Six Thousand Four Hundred Sixty-Four and 98/100 Pesos Only** (PhP 5,776,464.98).
 - a. The source of funding is 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.

- 5.2. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
 - a) For the procurement of non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.3. 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:

a. 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 at PRO XII Training Room, CSA I Building Corner Zulueta Street- General Santos Drive, City of Koronadal, South Cotabato and through video conferencing via MS-Teams Platform 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 (May 19, 2023 May 18, 2025)** 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 the **BDS.**

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 the **BDS**.

13. Bid and Payment Currencies

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

14. Bid Security

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

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "passed," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of 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 14 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII** (**Technical Specifications**), although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:

One Project having forty-four (44) items, which shall be awarded as separate contracts per item.

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

Notes on the Bid Data Sheet

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

- a. Information that specifies and complements provisions of the ITB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be:
	a. Procurement of Various IT Supplies for CY 2025; and
	b. A single completed contract similar to the project, equivalent to at least fifty percent (50%) of the ABC, within Two (2) Years (May 19, 2023 – May 18, 2025) prior to the deadline for the submission and receipt of bids.
7.1	No further instructions.
12	No further instructions.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:
	a. The amount of not less than two percent (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 five percent (5%) of ABC if bid security is in Surety Bond.
15	Each bidder shall submit one (1) mother envelope which contains the three (3) envelopes .
	The first envelope shall be labeled as "ORIGINAL BID" , containing the "ORIGINAL TECHNICAL COMPONENT" AND "ORIGINAL FINANCIAL COMPONENT" .
	The second and third envelope shall be labeled as "COPY No. 1 and COPY No. 2", containing "COPY No. 1 (2 nd envelope) and COPY No. 2 (3 rd envelope)" – TECHNICAL COMPONENT" AND "COPY No. 1 (2 nd envelope) and COPY No. 2 (3 rd envelope)" – FINANCIAL COMPONENT".
	All envelopes shall:
	1. contain the name of the contract to be bid in capital letters;
	2. bear the name and address of the Bidder in capital letters;

	3. be addressed to the Procuring Entity's BAC in accordance with IB;
	4. bear the specific identification of this bidding process indicated in the IB; and
	5. bear a warning "DO NOT OPEN BEFORE" the date and time for the opening of bids
19.3	Procurement of Various IT Supplies for CY 2025 in the amount of Five Million Seven Hundred Seventy-Six Thousand Four Hundred Sixty-Four and 98/100 Pesos Only (P5,776,464.98).
	Bids received in excess of ABC shall be automatically rejected at the Opening of Bids
20.1	1. Eligibility Documents as listed in "Annex A" of the Certificate of PhilGEPS Registration (Platinum Membership):
	 a. Registration Certificate from Securities and Exchange Commission (SEC) with latest General Information Sheet (GIS) or Department of Trade and Industry (DTI), whichever is applicable; b. CY 2025 Mayor's or Business Permit; c. Valid Tax Clearance; and d. Audited Financial Statement for CY 2024.
	2. Bureau of Internal Revenue (BIR) Certificate of Registration Form and Payment Form (BIR Form No. 2303 and 0605).
	3. The bidder's Annual Income Tax Return (ITR) for CY 2024 stamped "received" by the BIR and duly validated OR filed through EFPS or EBIRFORMS;
	4. The bidder must present its latest Business Tax Return (Value Added Tax or Percentage Tax) via the Electronic Filing and Payment System (EFPS) covering the period 4 th Qtr. of CY 2024 And 1 st Qtr. of CY 2025 (Effective May 1, 2005 only Tax Returns filed through the EFPS shall be accepted); and
	5. Certification issued by the PhilHealth Local Health Insurance Office (LHIO) that the bidder has paid the PhilHealth premium contributions of their employees from November 2024 - April 2025 .
21.2	No further instructions.

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special 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 the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

4. Inspection and Tests

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

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

5. Warranty

- 5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 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

Notes on the Special Conditions of Contract

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

Special Conditions of Contract

	Special Conditions of Contract
GCC Clause	
1	Contract Duration: Sixty (60) days without extension from the time of receipt by the winning supplier of the Notice to Proceed.
	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 PhilHealth Regional Office XII, CSA I Building corner Zulueta Street, General Santos Drive, City of Koronadal, South Cotabato. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination."
	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).
	For purposes of this Clause the Procuring Entity's Representative at the Project Site is Ms. Grace Joy S. Barrun , Administrative 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:
	 a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

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:

- 1. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
- 2. in the event of termination of production of the spare parts:
 - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
 - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

The spare parts and other components required are listed in **Section VI (Schedule of Requirements)** and the costs thereof are included in the contract price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of [indicate here the time period specified. If not used indicate a time period of three times the warranty period].

Spare parts or components shall be supplied as promptly as possible, but in any case, within [insert appropriate time period] 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 thirdparty claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof. Payments shall be made only upon a certification by the HoPE to the 2.2 effect that the Goods have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted. The inspections and tests that will be conducted are the following: 4 1. Quantity; 2. Functionality and Performance; 3. Completeness of the items; and 4. Items delivered are in accordance with the Technical Specifications. 5 The warranty obligation shall be in retention fee or bank guarantee of one percent (1%) of the total contract price for the three (3) months warranty period. The winning bidder shall submit Tax Clearance Certificate in compliance with Executive Order 398, s. 2005. The winning Other bidder /service provider shall pay its taxes in full and on time and conditions that failure to do so will entitle the government agencies to in the contract suspend payment for the goods delivered or services rendered. The winning bidder holds PhilHealth free and harmless from any claim, obligation or liability that may be caused to any third party that may be injured or harmed due to the willful, unlawful or negligent act or omission of the winning bidder or any of its personnel or representative, without prejudice to any other legal

- action that PhilHealth may have against the winning bidder for, in relation to the implementation of the Contract.
- C. If any dispute or difference of any kind whatsoever shall arise between the parties in connection with the implementation of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

Any legal action, suit or proceeding arising out of or relating to the Contract shall be submitted to arbitration in the Philippines according to the provisions of R.A. 876, otherwise known as the "Arbitration Law" and R.A. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004".

Whenever necessary to promote Arbitration or to seek judicial relief, PhilHealth and the winning bidder agree that any legal action, suit or proceeding arising out of or relating to the Contract may be instituted in any competent court where the principal office of PhilHealth is situated, to the exclusion of other courts of equal jurisdiction.

- D. In the event that PhilHealth is compelled to commence arbitration or to seek judicial relief to enforce the provisions of the Contract, it shall be entitled to attorney's fees and liquidated damages equivalent to ten percent (10%) and fifteen percent (15%), respectively, of the contract price or the amount claimed in the arbitration or judicial action, whichever is higher, aside from the cost of arbitration or litigation, whichever is applicable, and other expenses incidental thereto.
- E. This Agreement shall take effect upon signing thereof by the Parties and the winning bidder shall commence performance of its obligations upon the issuance by PhilHealth of a Notice to Proceed.
- F. The goods provided upon delivery shall have been manufactured within the two-year period preceding the delivery date.

Section VI. Schedule of Requirements

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

Item No.	Item Description	Qty	Unit	Total	Delivered, Weeks/Months
1	CABLE MANAGER_IV: Wire Moulding, Flat, 1 Inch_length	50	length	8,500.00	Delivery of the Goods is required for a period of Sixty (60) days
2	CABLE MANAGER_IV: Wire Moulding, Flat, 2 Inches_length	50	length	22,500.00	without extension commencing from the time of
3	CABLE_IV: HDMI Cable 30M_pc	12	pcs	27,563.16	receipt by the winning supplier of the Notice to
4	ETHERNET CONNECTOR_IV: RJ 45, Standard, for CAT6_pc	446	pcs	4,821.26	Proceed.
5	MODULAR BOX_IV: RJ 45 modular box_pc	30	pcs	5,475.00	
6	PRINTER PARTS (For Existing Printers)_IV: Imaging Unit For Lexmark MS823dn Printer Black_unit	3	units	22,200.00	
7	PRINTER PARTS (For Existing Printers)_IV: Maintenance Kit For HP Laserjet Printer M611dn_unit	3	units	83,970.00	
8	PRINTER PARTS (For Existing Printers)_IV: Maintenance Kit For Lexmark MS823dn Printer_unit	3	units	83,100.00	
9	PRINTER CONSUMABLES (For Existing Printers)_IV: For EPSON EcoTank L365, L365, T6641, Ink Black_box	1	box	343.20	

			r _	T	· · · ·
10	PRINTER CONSUMABLES (For	1	box	352.00	Delivery of the Goods is required
	Existing Printers)_IV:			00=133	for a period of
	For EPSON EcoTank				Sixty (60) days
	L365, L365, T6642, Ink				without
	Cyan box				extension
11	PRINTER	1	box		commencing
11	CONSUMABLES (For	1	DOX	352.00	from the time of
	Existing Printers) IV:			352.00	receipt by the
	For EPSON EcoTank				winning supplier
	L365, L365, T6643, Ink				of the Notice to
	Yellow box				Proceed.
10	PRINTER	-	box		110cecu.
12		1	DOX	050.00	
	CONSUMABLES (For			352.00	
	Existing Printers)_IV:				
	For EPSON EcoTank				
	L365, L365, T6644, Ink				
4 -	Magenta_box		•		
13	PRINTER CONCLUMA PLEG. (F.	6	carts	22 ((() ()	
	CONSUMABLES (For			33,696.48	
	Existing Printers)_IV:				
	HP 201A , CF400A,				
	Black_cartridge				
14	PRINTER	6	carts		
	CONSUMABLES (For			39,593.10	
	Existing Printers)_IV:				
	HP 201A, CF401A ,				
	Cyan LaserJet Toner				
	Cartridge_cartridge				
15	PRINTER	6	carts		
	CONSUMABLES (For			39,593.10	
	Existing Printers)_IV:				
	HP 201A, CF402A ,				
	Yellow LaserJet Toner				
	Cartridge_cartridge				
16	PRINTER	6	carts		
	CONSUMABLES (For			39,593.10	
	Existing Printers)_IV:				
	HP 201A, CF403A ,				
	Magenta LaserJet				
	Toner				
	Cartridge_cartridge				
17	PRINTER	40	carts		Delivery of the
	CONSUMABLES (For			24,261.20	Goods is required
	Existing Printers)_IV:				for a period of
	Ink Cartridges, HP				Sixty (60) days
	F6V26AA (HP 680),				without
	Tri-Color_cartridge				extension
	· · · · · · · · · · · · · · · · · · ·				

		1			
18	PRINTER CONSUMABLES (For Existing Printers)_IV: Ink Cartridges, HP F6V27AA (HP 680), Black_cartridge	20	carts	12,130.60	commencing from the time of receipt by the winning supplier of the Notice to Proceed.
19	PRINTER CONSUMABLES (For Existing Printers)_IV: LEXMARK 8D3H00 BLACK TONER_cartridge	60	carts	1,151,700.00	
20	PRINTER CONSUMABLES (For Existing Printers)_IV: Printer Ribbon for Evolis Primacy & Evolis Zenius ID card printer, Evolis YMCKO R5F002SAA, Color Ribbon, 200 prints/roll_ribbon	2	carts	16,364.00	
21	PRINTER CONSUMABLES (For Existing Printers)_IV: Ribbon Cartridge for Epson LQ2180/2190 Dot Matrix Printer, SO15531/SO15086, Black_cartridge	20	carts	17,700.00	
22	PRINTER CONSUMABLES (For Existing Printers)_IV: Ribbon Cartridge for Epson LX-310 Dot Matrix Printer, S015632, Black_cartridge	10	carts	1,707.10	
23	PRINTER CONSUMABLES (For Existing Printers)_IV: TONER CART, HP 410A Black Original LaserJet Toner Cartridge, CF410A_cartridge	4	carts	27,604.48	Delivery of the Goods is required for a period of Sixty (60) days without extension commencing from the time of
24	PRINTER CONSUMABLES (For Existing Printers)_IV: TONER CART, HP	2	carts	17,791.52	receipt by the winning supplier of the Notice to Proceed.

0.5	410A Cyan Original LaserJet Toner Cartridge, CF411A_cartridge PRINTER	4	conta		
25	CONSUMABLES (For Existing Printers)_IV: TONER CART, HP 410A Magenta Original LaserJet Toner Cartridge, CF413A_cartridge	4	carts	35,463.04	
26	PRINTER CONSUMABLES (For Existing Printers)_IV: TONER CART, HP 410A Yellow Original LaserJet Toner Cartridge, CF412A_cartridge	2	carts	17,731.52	
27	PRINTER CONSUMABLES (For Existing Printers)_IV: TONER CART, HP CE390A, BLACK_cartridge	15	carts	215,160.00	
28	PRINTER CONSUMABLES (For Existing Printers)_IV: Toner Cartridge, Brother TN-2280, Black_cartridge	4	carts	13,285.32	
29	PRINTER CONSUMABLES (For Existing Printers)_IV: Toner Cartridge, CF237A (HP 37A, M607N), Black_cartridge	50	carts	716,596.50	Delivery of the Goods is required for a period of Sixty (60) days without extension commencing
30	PRINTER CONSUMABLES (For Existing Printers)_IV: Toner Cartridge, HP 119A BLACK W2090A_cartridge	6	carts	19,537.50	from the time of receipt by the winning supplier of the Notice to Proceed.
31	PRINTER CONSUMABLES (For Existing Printers)_IV: Toner Cartridge, HP	6	carts	20,865.06	

	119A CYAN W2091A cartridge				
	Was yiri_curtiruge				
32	PRINTER CONSUMABLES (For Existing Printers)_IV: Toner Cartridge, HP 119A MAGENTA W2093A_cartridge	6	carts	20,865.06	
33	PRINTER CONSUMABLES (For Existing Printers)_IV: Toner Cartridge, HP 119A YELLOW W2092A_cartridge	6	carts	20,865.06	
34	PRINTER CONSUMABLES (For Existing Printers)_IV: Toner Cartridge, HP 307A Black Toner Cartridge (CE740A)_cartridge	1	cart	12,487.83	
35	PRINTER CONSUMABLES (For Existing Printers)_IV: Toner Cartridge, HP 307A Cyan Toner Cartridge (CE741A)_cartridge	1	cart	21,890.13	
36	PRINTER CONSUMABLES (For Existing Printers)_IV: Toner Cartridge, HP 307A MagentaToner Cartridge (CE743A)_cartridge	1	cart	21,890.13	Delivery of the Goods is required for a period of Sixty (60) days without extension commencing
37	PRINTER CONSUMABLES (For Existing Printers)_IV: Toner Cartridge, HP 307A Yellow Toner Cartridge (CE742A)_cartridge	1	cart	21,890.13	from the time of receipt by the winning supplier of the Notice to Proceed.
38	PRINTER CONSUMABLES (For Existing Printers)_IV: Toner Cartridge, HP 62XL Black High Yield Original Ink Cartridge (C2P05AN)_cartridge	6	carts	20,814.00	

39	PRINTER	6	carts		
39	CONSUMABLES (For		carts	21,240.00	
	Existing Printers)_IV:			=1,=40.00	
	Toner Cartridge, HP				
	62XL Tri-colour High				
	Yield Original Ink				
	Cartridge				
	(C2P07AN)_cartridge				
40	PRINTER	6	carts		
•	CONSUMABLES (For			29,677.98	
	Existing Printers)_IV:				
	TONER CARTRIDGE,				
	HP CF217A (HP17A)				
	BLACK				
	LASERJET_cartridge				
41	PRINTER	10	carts		
-	CONSUMABLES (For			37,145.90	
	Existing Printers)_IV:				
	Toner Cartridge, HP				
	CF248A (HP 48A),				
	Black,_cartridge				
42	PRINTER	15	carts		Delivery of the
	CONSUMABLES (For			216,937.35	Goods is required
	Existing Printers)_IV:				for a period of
	TONER CARTRIDGE,				Sixty (60) days
	HP CF281A (HP81A)				without
	BLACK				extension
	LASERJET_cartridge				commencing
43	PRINTER	183	carts		from the time of
	CONSUMABLES (For			2,510,209.17	receipt by the
	Existing Printers)_IV:				winning supplier
	Toner Cartridge, HP				of the Notice to
	W1470A (HP147A)				Proceed.
	Black				
	LaserJet_cartridge		_		
44	UTP CABLE_IV: At	15	boxes		
	least CAT6 or latest,			100,650.00	
	305m, 1000FT				
	Ethernet Cable_box				

I hereby certify to comply and deliver all the above requirements.					
Name of Company / Bidder	Signature over Printed Name of Representative	Date			

Section VII. Technical Specifications

Technical Specifications

Item	Specification	Statement of Compliance
[D:11	1 1.1 (6 19 (37 . 6 19	

[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.]

	Procurement of Various IT Supplies for CY 2025	Statement of Compliance
1.	CABLE MANAGER_IV: Wire Moulding, Flat, 1 Inch_length	
2.	CABLE MANAGER_IV: Wire Moulding, Flat, 2 Inches_length	
3.	CABLE_IV: HDMI Cable 30M_pc	
4.	ETHERNET CONNECTOR_IV: RJ 45, Standard, for CAT6_pc	
5.	MODULAR BOX_IV: RJ 45 modular box_pc	
6.	PRINTER PARTS (For Existing Printers)_IV: Imaging Unit For Lexmark MS823dn Printer Black_unit	
7.	PRINTER PARTS (For Existing Printers)_IV: Maintenance Kit For HP Laserjet Printer M611dn_unit	
8.	PRINTER PARTS (For Existing Printers)_IV: Maintenance Kit For Lexmark MS823dn Printer_unit	
9.	PRINTER CONSUMABLES (For Existing Printers)_IV: For EPSON EcoTank L365, L365, T6641, Ink Black_box	
10.	PRINTER CONSUMABLES (For Existing Printers)_IV: For EPSON EcoTank L365, L365, T6642, Ink Cyan_box	

Item	Specification	Statement of Compliance
11.	PRINTER CONSUMABLES (For Existing Printers)_IV: For EPSON EcoTank L365, L365, T6643, Ink Yellow_box	
12.	PRINTER CONSUMABLES (For Existing Printers)_IV: For EPSON EcoTank L365, L365, T6644, Ink Magenta_box	
13.	PRINTER CONSUMABLES (For Existing Printers)_IV: HP 201A, CF400A, Black_cartridge	
14.	PRINTER CONSUMABLES (For Existing Printers)_IV: HP 201A, CF401A , Cyan LaserJet Toner Cartridge_cartridge	
15.	PRINTER CONSUMABLES (For Existing Printers)_IV: HP 201A, CF402A , Yellow LaserJet Toner Cartridge_cartridge	
16.	PRINTER CONSUMABLES (For Existing Printers)_IV: HP 201A, CF403A , Magenta LaserJet Toner Cartridge_cartridge	
17.	PRINTER CONSUMABLES (For Existing Printers)_IV: Ink Cartridges, HP F6V26AA (HP 680), Tri-Color_cartridge	
18.	PRINTER CONSUMABLES (For Existing Printers)_IV: Ink Cartridges, HP F6V27AA (HP 680), Black_cartridge	
19.	PRINTER CONSUMABLES (For Existing Printers)_IV: LEXMARK 8D3Hoo BLACK TONER_cartridge	
20.	PRINTER CONSUMABLES (For Existing Printers)_IV: Printer Ribbon for Evolis Primacy & Evolis Zenius ID card printer, Evolis YMCKO R5F002SAA, Color Ribbon, 200 prints/roll_ribbon	
21.	PRINTER CONSUMABLES (For Existing Printers)_IV: Ribbon Cartridge for Epson LQ2180/2190 Dot Matrix Printer, SO15531/SO15086, Black_cartridge	
22.	PRINTER CONSUMABLES (For Existing Printers)_IV: Ribbon Cartridge for Epson LX-310 Dot Matrix Printer, S015632, Black_cartridge	

Item	Specification	Statement of Compliance
23.	PRINTER CONSUMABLES (For Existing Printers)_IV: TONER CART, HP 410A Black Original LaserJet Toner Cartridge, CF410A_cartridge	
24.	PRINTER CONSUMABLES (For Existing Printers)_IV: TONER CART, HP 410A Cyan Original LaserJet Toner Cartridge, CF411A_cartridge	
25.	PRINTER CONSUMABLES (For Existing Printers)_IV: TONER CART, HP 410A Magenta Original LaserJet Toner Cartridge, CF413A_cartridge	
26.	PRINTER CONSUMABLES (For Existing Printers)_IV: TONER CART, HP 410A Yellow Original LaserJet Toner Cartridge, CF412A_cartridge	
27.	PRINTER CONSUMABLES (For Existing Printers)_IV: TONER CART, HP CE390A, BLACK_cartridge	
28.	PRINTER CONSUMABLES (For Existing Printers)_IV: Toner Cartridge, Brother TN-2280, Black_cartridge	
29.	PRINTER CONSUMABLES (For Existing Printers)_IV: Toner Cartridge, CF237A (HP 37A, M607N), Black_cartridge	
30.	PRINTER CONSUMABLES (For Existing Printers)_IV: Toner Cartridge, HP 119A BLACK W2090A_cartridge	
31.	PRINTER CONSUMABLES (For Existing Printers)_IV: Toner Cartridge, HP 119A CYAN W2091A_cartridge	
32.	PRINTER CONSUMABLES (For Existing Printers)_IV: Toner Cartridge, HP 119A MAGENTA W2093A_cartridge	
33.	PRINTER CONSUMABLES (For Existing Printers)_IV: Toner Cartridge, HP 119A YELLOW W2092A_cartridge	
34.	PRINTER CONSUMABLES (For Existing Printers)_IV: Toner Cartridge, HP 307A Black Toner Cartridge (CE740A)_cartridge	

Item	Specification	Statement of Compliance
35.	PRINTER CONSUMABLES (For Existing Printers)_IV: Toner Cartridge, HP 307A Cyan Toner Cartridge (CE741A)_cartridge	
36.	PRINTER CONSUMABLES (For Existing Printers)_IV: Toner Cartridge, HP 307A Magenta Toner Cartridge (CE743A)_cartridge	
37.	PRINTER CONSUMABLES (For Existing Printers)_IV: Toner Cartridge, HP 307A Yellow Toner Cartridge (CE742A)_cartridge	
38.	PRINTER CONSUMABLES (For Existing Printers)_IV: Toner Cartridge, HP 62XL Black High Yield Original Ink Cartridge (C2P05AN)_cartridge	
39.	PRINTER CONSUMABLES (For Existing Printers)_IV: Toner Cartridge, HP 62XL Tri-colour High Yield Original Ink Cartridge (C2P07AN)_cartridge	
40.	PRINTER CONSUMABLES (For Existing Printers)_IV: TONER CARTRIDGE, HP CF217A (HP17A) BLACK LASERJET_cartridge	
41.	PRINTER CONSUMABLES (For Existing Printers)_IV: Toner Cartridge, HP CF248A (HP 48A), Black,_cartridge	
42.	PRINTER CONSUMABLES (For Existing Printers)_IV: TONER CARTRIDGE, HP CF281A (HP81A) BLACK LASERJET_cartridge	
43.	PRINTER CONSUMABLES (For Existing Printers)_IV: Toner Cartridge, HP W1470A (HP147A) Black LaserJet_cartridge	
44.	UTP CABLE_IV: At least CAT6 or latest, 305m, 1000FT Ethernet Cable_box	

	LASERJE1_cartridge		
43.		ABLES (For Existing Printers)_IV: HP W1470A (HP147A) Black	
44.	UTP CABLE_IV: At Ethernet Cable_box	least CAT6 or latest, 305m, 1000FT	
I hereby	certify to comply with	all the above Technical Specifications.	
Name of Company / Bidder		Signature over Printed Name of Representative	Date
		46	

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary "pass/fail" criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

		Tr 2 ocuments
<u>Lec</u>	gal De	<u>ocuments</u>
	(a)	Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;
<u>Te</u>	chnic	al Documents
	(b)	Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, it 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 Two (2) Years (May 19, 2023 – May 18, 2025) . The statement shall include the following:
		1. End-user's Acceptance; or
		2. Official Receipt/s or
		3. Sales Invoice/s);
		Note: Billing Statement or any other documents not stated herein shall not be accepted.
		; <u>and</u>
	(d)	Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission <u>or</u> Original copy of Notarized Bid Securing Declaration; <u>and</u>
	(e)	Conformity with the Schedule of Requirements; and

		(f)	Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or aftersales/parts, if applicable; and
		(g)	Original duly signed Omnibus Sworn Statement (OSS) <u>and</u> 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; <u>and</u>
		(h)	Certification stating that the bidder is a registered employer of PhilHealth and that they have paid the premium contributions of their employees for the last six (6) months prior to the date of bid submission.
	<u>Fin</u>	<u>iancic</u>	al Documents
		(i)	The prospective bidder's computation of Net Financial Contracting Capacity (NFCC) <u>or</u> a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.
			Class "B" Documents
		(j)	If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence <u>or</u> 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.
II.	FIN	JANC	CIAL COMPONENT ENVELOPE
		(k)	Original of duly signed and accomplished Financial Bid Form; and
		(1)	Original of duly signed and accomplished Price Schedule(s).
	<u>Otl</u>	<u>her do</u>	ocumentary requirements under RA No. 9184 (as applicable)
		(m)	[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos] Certification from the relevant government office of their country stating that Filipinos are allowed to

participate in government procurement activities for the same item or product.

 \square (n) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

REQUIRED FORMS AND TEMPLATES

Statement of All On-Going Government and Private Contracts, Including Contracts Awarded but not yet Started, if any

[Date]

The Chairperson, BAC
Philippine Health Insurance Corporation
PhilHealth Regional Office XII
CSA I Building corner Zulueta Street corner General Santos Drive,
City of Koronadal, South Cotabato

Dear Sir/Ma'am

In compliance with the eligibility requirements for the bidding of the (name of Project), this is to certify that [name and complete address of Bidder] has the following on-going government and private contracts. [including contracts awarded but not yet started]:

Tab	Name of	Date of	Amount of	Contract	Owner's	Kind of	Total	[Estimated]	Value of
No.	Contract	Contract	Contract	Duration	Name	Goods	Contract	Date of	Outstanding
					and		Value at	Completion	Works, if
					Address		Award	•	applicable
							(in Ph P)		(in Ph P)

Yours sincerely,

[Signature over printed name of Authorized Representative]
[Title]
[Name of Company]

Statement of Single Largest Completed Contract (SLCC)

[Date]

The Chairperson, BAC
Philippine Health Insurance Corporation
PhilHealth Regional Office XII
CSA I Building corner Zulueta Street corner General Santos Drive,
City of Koronadal, South Cotabato

Dear Sir/Ma'am,

In compliance with the eligibility requirements for the bidding of the _(Project Name)_, this is to certify that [name and complete address of Bidder] has the following completed government and private contracts:

Documents submitted (End- User's Acceptance or
User's Acceptance or
Official Receipt(s) or
Sales Invoice
Sures mivoree
+

Yours sincerely,

[Signature over printed name of Authorized Representative] [Title] [Name of Company]

Note: This statement shall be supported by the <u>end-user's</u> <u>acceptance</u> or <u>Official Receipt(s)</u> or <u>Sales Invoice</u>.

These supporting documents shall be numbered and tabbed in the same sequence as the list of contracts appears in this statement.

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]

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, 1 _, Philippines.	I have	hereunto	set my l	hand this _	_ da	y of	_, 20_	_ at
				[Inser		OF BIDDER REPRESEN			HORIZ	ŒD
						signator		_	canai	citu l
					AffianT		<i>y</i> 3	icgui	сирис	Jugj

[Jurat]

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

Bid Form for the Procurement of Goods [shall be submitted with the Bid]

	BID FORM	
Drojoot Idon	tification No.:	Date:
Project Iden	tilication No.:	
To: [name o	and address of Procuring Entity]	
Supplement hereby duly [description amount in a corrected for Price Schedincludes the e.g. (i) value	and or Bid Bulletin Numbers [insert numbers acknowledged, we, the undersigned, of a of the Goods] in conformity with the said words and figures] or the total calcular computational errors, and other bid modules attached herewith and made part a cost of all taxes, such as, but not limited the added tax (VAT), (ii) income tax, (iii) intuities], which are itemized herein or in the	mbers], the receipt of which is fer to [supply/deliver/perform] id PBDs for the sum of [total Bio ited bid price, as evaluated and diffications in accordance with the of this Bid. The total bid price to: [specify the applicable taxes local taxes, and (iv) other fiscal
If our	Bid is accepted, we undertake:	
a.	to deliver the goods in accordance with the deli of Requirements of the Philippine Bidding Doc	
b.	to provide a performance security in the for prescribed in the PBDs;	orm, amounts, and within the times
c.	to abide by the Bid Validity Period specified in upon us at any time before the expiration of the	
Partner: Comr	rt this paragraph if Foreign-Assisted missions or gratuities, if any, paid or to be to contract execution if we are awarded	e paid by us to agents relating to
	ddress Amount and Purpose of arrency Commission or gratuity	

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.

(if none, state "None")]

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

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

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

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

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

Price Schedule for Goods Offered from Abroad

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

			For G	oods Offered	from A	broad		
Name	of Bidder			Page	of			
1	2	3	4	5	6	7	8	9
Item	Descriptio n	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)
Legal	Capacity:						_	
				for and behal				

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

Philippines]

For Coods Offered from Within the Philippines

For Goods Offered from Within the Philippines										
Nam	e of Bidde	er]	Project ID N	0	Pa	Pageof		
1	2	3	4	5	6	7	8	9	10	
Ite m	Descriptio n	Country of origin	Quantity	Unit price EXWp er item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+ 8)	Total Price delivered Final Destination (col 9) x (col 4)	
Name:										
Signa	ature:									
Duly	Duly authorized to sign the Bid for and behalf of:									

