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**BIDDING DOCUMENTS
FOR THE SUPPLY AND
DELIVERY OF TWENTY (20)
LAPTOPS FOR THE OFFICE
OF THE GOVERNMENT
CORPORATE COUNSEL**

BID REFERENCE NO. OGCCLC-02

**APPROVED BUDGET FOR THE CONTRACT
PhP1,400,000.00**

**Sixth Edition
July 2020**



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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

INVITATION TO BID FOR SUPPLY AND DELIVERY OF TWENTY (20) LAPTOPS FOR THE OFFICE OF THE GOVERNMENT CORPORATE COUNSEL

1. The **OFFICE OF THE GOVERNMENT CORPORATE COUNSEL (OGCC)**, through the **2020 AND 2021 GENERAL APPROPRIATIONS ACT (GAA)** intends to apply the sum of **ONE MILLION FOUR HUNDRED THOUSAND PESOS (PHP1,400,000.00)** being the ABC to payments under the contract for **SUPPLY AND DELIVERY OF TWENTY (20) LAPTOPS FOR THE OGCC**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **OGCC** now invites bids for the above Procurement Project. Delivery of the Goods is required and must be in accordance with Section VI Schedule of Requirements of the Bidding Documents. Bidders should have completed, within **FIVE (5) YEARS** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

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

4. Prospective Bidders may obtain further information from the **BAC SECRETARIAT** and inspect the Bidding Documents at the address given below during **9:00 AM to 3:00 PM**.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **JULY 19, 2021 TO AUGUST 8, 2021** from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **FIVE THOUSAND PESOS (PhP5,000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person, by facsimile, or through electronic means.
6. The **OGCC** will hold a Pre-Bid Conference on **JULY 27, 2021, 2:00 PM** through video conferencing via **ZOOM**, which shall be open to prospective bidders. **PROSPECTIVE BIDDERS ARE ADVISED TO SEND A LETTER OF INTENT CONTAINING THE NAMES AND EMAIL ADDRESSES OF INTERESTED PARTICIPANTS ON OR BEFORE JULY 27, 2021, 1:00PM**. Kindly coordinate with the BAC Secretariat prior to said date for further details and instructions.



7. Bids must be duly received by the BAC Secretariat through **MANUAL AND ELECTRONIC SUBMISSION** at the office address and e-mail indicated below on or before **AUGUST 9, 2021, 1:00 PM. 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 **AUGUST 9, 2021, 1:30 PM** shall be online via **ZOOM**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity via zoom.
10. The **OGCC** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

DIANE CAMILLA R. BORJA
BAC Secretariat
3rd Floor MWSS Building, Katipunan Avenue, Balara, Quezon City
email: timie.ogcc@gmail.com
Telephone No. 09178744417 / 02 76172991

12. You may visit the following websites:

For downloading of Bidding Documents: **<http://ogcc.gov.ph>**

For online bid submission: **timie.ogcc@gmail.com**

JULY 19, 2021

ORIGINAL SIGNED
DOMINADOR R. ISIDORO, JR.
*Assistant Government Corporate Counsel and
Chairperson, Bids and Awards Committee*



Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **OGCC** wishes to receive Bids for the **PROCUREMENT OF LAPTOPS**, with identification number **OGCCLC-02**.

The Procurement Project (referred to herein as “Project”) is composed of **ONE 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 **2020 and 2021** in the amount of **ONE MILLION FOUR HUNDRED THOUSAND PESOS (PhP1,400,000.00)**.

2.2. The source of funding is NGA, the **GENERAL APPROPRIATIONS ACT FOR FY 2020 AND 2021**.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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



5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.

- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

- 7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time through videoconferencing 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.

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 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 **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

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



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

20. Post-Qualification

- 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	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. Procurement of Laptops and/or Desktops; and b. completed within five (5) years prior to the deadline for the submission and receipt of bids. 								
7.1	Subcontracting is not allowed.								
10	<p>Instructions regarding indexing of ELIGIBILITY AND TECHNICAL DOCUMENTS:</p> <p>The bidding shall make use of two-envelope system: i.e., the first envelope for the Technical Component and the second envelope for the Financial Component of the bid.</p> <p>The first envelope (TECHNICAL COMPONENT) shall contain the eligibility and technical documents. The bidder shall submit the documents provided in Section VIII (Checklist of Technical and Financial Documents) that must be indexed as follows:</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th colspan="2" style="text-align: center;">ENVELOPE NO.1 LEGAL AND TECHNICAL COMPONENT</th> </tr> <tr> <th colspan="2" style="text-align: center;">Class "A" Documents</th> </tr> <tr> <th style="width: 15%; text-align: center;">Index Tabs</th> <th style="text-align: center;">Legal Documents</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">I-1</td> <td> <p>Valid PhilGEPS Registration Certification (Platinum Membership) (all pages)</p> <p style="text-align: center;">or</p> <p>in lieu of the Platinum PhilGEPS Certificate:</p> <ul style="list-style-type: none"> I-1a Registration certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship or Cooperative Development Authority (CDA) for cooperatives or its equivalent document I-1b 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 </td> </tr> </tbody> </table>	ENVELOPE NO.1 LEGAL AND TECHNICAL COMPONENT		Class "A" Documents		Index Tabs	Legal Documents	I-1	<p>Valid PhilGEPS Registration Certification (Platinum Membership) (all pages)</p> <p style="text-align: center;">or</p> <p>in lieu of the Platinum PhilGEPS Certificate:</p> <ul style="list-style-type: none"> I-1a Registration certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship or Cooperative Development Authority (CDA) for cooperatives or its equivalent document I-1b 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
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	I-1c Tax clearance per EO No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR)
	Technical Documents
I-2	<p>Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid.</p> <p>The statement shall be supported by the following documents:</p> <ol style="list-style-type: none"> 1. Copies of the Contracts; and (If there is no contract, the purchase order (P.O.) may be submitted as long as the terms and conditions are included therein.) 2. Copies of the Notice of Award (NOA) or Notice to Proceed (NTP) (For private contracts, NOA or NTP shall not be required.) <p><i>(See form attached)</i></p>
I-3	<p>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 five (5) years prior to the date of bid submission.</p> <p>Supporting Document/s:</p> <p>The statement shall be supported by a copy/(ies) of the End-User's Acceptance or Official Receipt/(s) Issued for the Contract/(s)therein.)</p> <p><i>(See form attached)</i></p>
I-4	<p>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</p> <p><i>(See form attached)</i></p>
I-5	<p>Conformity with the Schedule of Requirements, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable</p> <p><i>(See form attached)</i></p>
I-6	<p>Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable</p> <p><i>(See form attached)</i></p>
I-7	Original duly signed Omnibus Sworn Statement (OSS)



	<p><i>(See form attached)</i> 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.</p>								
I-8	The Supplier’s audited financial statements, showing, among others, the Supplier’s total and current assets and liabilities, stamped “received” by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission								
I-9	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									
I-10	<u>If applicable</u> , 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.								
11	<p>Instruction regarding indexing of FINANCIAL DOCUMENTS:</p> <p>The second envelope shall contain documents comprising the financial component of the bid indexed as follows:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td colspan="2" style="text-align: center;">ENVELOPE NO. 2 FINANCIAL COMPONENT</td> </tr> <tr> <td style="text-align: center;">Index Tabs</td> <td style="text-align: center;">FINANCIAL DOCUMENTS</td> </tr> <tr> <td style="text-align: center;">II-1</td> <td>Original of duly signed and accomplished Financial Bid Form <i>(See form attached)</i></td> </tr> <tr> <td style="text-align: center;">II-2</td> <td>Original of duly signed and accomplished Bid Price Schedule(s) <i>(See form attached)</i></td> </tr> </table>	ENVELOPE NO. 2 FINANCIAL COMPONENT		Index Tabs	FINANCIAL DOCUMENTS	II-1	Original of duly signed and accomplished Financial Bid Form <i>(See form attached)</i>	II-2	Original of duly signed and accomplished Bid Price Schedule(s) <i>(See form attached)</i>
ENVELOPE NO. 2 FINANCIAL COMPONENT									
Index Tabs	FINANCIAL DOCUMENTS								
II-1	Original of duly signed and accomplished Financial Bid Form <i>(See form attached)</i>								
II-2	Original of duly signed and accomplished Bid Price Schedule(s) <i>(See form attached)</i>								
12	The price of the Goods shall be quoted DDP Philippines or the applicable International Commercial Terms (INCOTERMS) for this Project.								
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:								



	<p>a. The amount of not less than PhP28,000.00 [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</p> <p>b. The amount of not less than PhP70,000.00 [five percent (5%) of ABC] if bid security is in Surety Bond.</p>
15	<p>ONLY BIDDERS WITH PROOF OF PAYMENT OF THE BIDDING DOCUMENTS SHALL BE ALLOWED TO SUBMIT THEIR BIDS</p> <p>BIDDERS ARE REQUIRED TO SUBMIT PHYSICAL AND ELECTRONIC COPIES OF THEIR BIDS IN ACCORDANCE WITH THE INSTRUCTIONS HEREIN SET</p> <p>1. MANUAL SUBMISSION OF BIDS: Instructions on Sealing and Marking of Bids</p> <p>Each bidder shall submit three (3) copies of the technical and financial components of its bid: one (1) certified true copy of the original documents and two (2) photocopies thereof.</p> <p>The bidders shall enclose the technical components (eligibility and technical documents) in one sealed envelope and the financial component in another sealed envelope with the following markings on each of the two envelopes:</p> <div data-bbox="352 1131 1385 1603" style="border: 1px solid black; padding: 10px; margin: 10px 0;"><p style="text-align: center;"><u>TECHNICAL COMPONENT</u></p><p style="text-align: center;">BID FOR THE Procurement of Laptops for the Office of the Government Corporate Counsel</p><p style="text-align: center;">DO NOT OPEN BEFORE 1:30 p.m., 9 August 2021</p><p>Check one:</p><ul style="list-style-type: none"><input type="checkbox"/> Original – Technical Component<input type="checkbox"/> Copy No. 1 – Technical Component<input type="checkbox"/> Copy No. 2 – Technical Component</div> <div data-bbox="352 1675 1385 2042" style="border: 1px solid black; padding: 10px; margin: 10px 0;"><p style="text-align: center;"><u>FINANCIAL COMPONENT</u></p><p style="text-align: center;">BID FOR THE Procurement of Laptops for the Office of the Government Corporate Counsel</p><p style="text-align: center;">DO NOT OPEN BEFORE 1:30 p.m., 9 August 2021</p><p>Check one:</p><ul style="list-style-type: none"><input type="checkbox"/> Original – Financial Component</div>



- Copy No. 1 – Financial Component
- Copy No. 2 – Financial Component

The two envelopes shall be enclosed and sealed in one single envelope containing the following marking:

**BID FOR THE
Procurement of Laptops for the
Office of the Government Corporate Counsel**

[COMPANY NAME]
[COMPANY ADDRESS]
[CONTACT DETAILS]

AGCC DOMINADOR ISIDORO, JR
OGCC BAC Chairperson

DO NOT OPEN BEFORE 1:30 p.m., 9 August 2021

2. ELECTRONIC SUBMISSION OF BIDS

- Together with the e-copy of its bid, the bidder shall send a copy of the Official Receipt of purchase of bidding documents.
- The e-mail’s subject for submitting an electronic bid shall be labelled as “Bid Submission for the Procurement of OGCC Laptop”.
- Bidders must submit the electronic bid in a password-protected archive format and submit it to the e-mail address identified in the Invitation to Bid and Bid Data Sheet (Section 25.1 of the RIRR of RA No. 9184 and Section 4.2.a of GPPB Resolution No. 09-2020)
- The submitted electronic bid (main archive file) shall contain two (2) files: the technical and financial proposal, both in a password-protected archive format.
- All files in the technical and financial proposal must be in PDF format.
- If the total size is greater than the limit of the e-mail service provider, the archive must be split and e-mailed separately, using the same format.

17	Bid Opening shall be conducted at 1:30 p.m. on 9 August 2021 via ZOOM . The following rules shall be observed:
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	<p>1. Only one (1) e-mail address is required and shall be submitted by the prospective bidder. Only the declared e-mail address shall be allowed access to the video conference.</p> <p>2. The access link for the video conference will be sent to the declared e-mail address.</p> <p>The bidders shall be notified and invited by the Secretariat on the day of the opening of the bids via videoconferencing thru the declared e-mail address.</p> <p>The opening of bids shall be conducted via video conferencing. Named BAC members shall be physically present during the opening of the bids to physically assess and evaluate the bids while the bidders as well as other members of the BAC shall be in attendance through video conferencing to ensure transparency of the proceedings.</p>
19.3	One (1) Lot – Procurement of Laptops
20.2	<p>For purposes of post-qualification, OGCC requires the Bidder with Lowest Calculated Bid (LCB) to submit the following documentary requirements within a non-extendible period of five (5) calendar days from receipt of the Bidder of the notice of the conduct of post-qualification:</p> <p>1. The latest income tax returns and business tax returns filed and paid through the BIR Electronic Filing and Payment Scheme (EFPS)</p> <p><i>Note:</i> The latest income and business tax returns are those within the last six (6) months preceding the date of bid submission.</p> <p>2. Certification that prospective bidder is an authorized licensee/distributor/supplier/reseller of the brand/s or item/s of goods offered in its proposal.</p>
21.2	None



Section IV. General Conditions of Contract

1. Scope of Contract

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than 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.
- 5.2 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

GCC Clause	
1	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered <i>[indicate place of destination]</i>. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered <i>[indicate place of destination]</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <i>[indicate name(s)]</i>.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> a. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; b. 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
	<p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p>

**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 five (5) years from the start of the contract.

Spare parts or components shall be supplied as promptly as possible, but in any case, within one (1) month 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.



	<p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>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</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>
	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p>



	The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.
2.2	No further instructions.
4	No further instructions.
5	At least three (3) years on-site service warranty on all parts and services. The period for correction of defects in the warranty period is ten (10) days from notice to the supplier.
6	<p>SETTLEMENT OF DISPUTES:</p> <p>If any dispute or difference of any kind whatsoever shall arise between OGCC and the Supplier in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.</p> <p>If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the OGCC or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.</p> <p>Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under this Contract.</p> <p>In the case of a dispute between OGCC and the Supplier, the dispute shall be resolved in accordance with Republic Act 9285 (“R.A. 9285”), otherwise known as the “Alternative Dispute Resolution Act of 2004.”</p> <p>Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the OGCC shall pay the Supplier any monies due the Supplier.</p>



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
I	LAPTOPS	20	20	The supplier, shall, within 45 calendar days from receipt of the Notice to Proceed. A request for extension may be granted on justifiable reason/s as determined by the BAC.

I hereby certify to comply and deliver all the above requirement/s:

Name of Company/Bidder : _____

Signature over Printed Name : _____

Date : _____



Section VII. Technical Specifications

[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.]

This form itself must be submitted (Refer to Terms of Reference herein attached for guidance)

Item	Specification	Statement of Compliance
LAPTOP	<p>Indicate Brand Offered</p> <ul style="list-style-type: none"> • The equipment shall not be an End-of-Life (EOL) model at the time of the bidding and the service provider shall ensure availability of the model’s spare parts and components for a period of five (5) years from the start of this contract. 	
	Quantity: 20	
	Weight: At least 1kg to 1.5kg	
	Processor: (Minimum) Intel i5, latest generation processor available in the market	
	RAM: (Minimum) 16GB DDR4 (upgradeable to 32GB) Two Memory Slots	
	Storage/hard Disk: (minimum) 512 GB SSD	
	Display Screen: 14-inch LED Backlit Display; Full HD	
	Resolution: 1920 x 1080 pixel	
	Graphics Card: At least 2GB NVIDIA GeForce MX 150	
	Camera: Front Camera – at least 720p	
	Color: Black, Gray, or Silver	
	Dimensions: Manufacturer’s standard for a 14-inch laptop computer	
	Touchpad: Manufacturer’s standard	
	Keyboard: Manufacturer’s standard	
	Wireless LAN and Connectivity: Manufacturer’s standard	
	Battery: Manufacturer’s standard	
	Sound Card: Manufacturer’s standard	



	<p>Operating System: Windows 10 Professional 64 (Legitimate License)</p>	
	<p>Accessories:</p> <ol style="list-style-type: none"> 1. Laptop Bag 2. Power cord (Manufacturer’s standard – adaptable to Philippine Settings) 3. Power Adapter (Manufacturer’s standard – adaptable to Philippine Settings) 4. Rechargeable Wireless optical mouse with USB Bluetooth Dongle or Wireless optical mouse with batteries included (works with Bluetooth-enabled laptops) 	
	<p>Standard I/O Ports: Manufacturer’s standard with at least basic ports for:</p> <ul style="list-style-type: none"> >USB-Type C >USB- Type A >HDMI >3.5mm auxiliary input jack for headset – Microphone and headphone/ auxiliary combo >SD Card reader >USB. 3.1 (supports charging) 	
	<p>Warranty: 3 years on both parts and services from authorized service centers with national coverage</p> <p>Supplier shall respond within 24 hours for any technical assistance/support either via telephone call, email or site visit in the Office of the Government Corporate Counsel, MWSS Administration Building, Katipunan Ave., Balara, Quezon City upon verbal/written notification by the End-User Agency.</p>	
	<p>Other Terms and Conditions:</p> <ol style="list-style-type: none"> a. The winning bidder shall deliver the items at the given office address below: <p style="text-align: center;">Property and Supply Office OFFICE OF THE GOVERNMENT CORPORATE COUNSEL 3rd Flr MWSS Administration Building, Katipunan Ave., Balara, Quezon City</p> b. The winning bidder/supplier shall deliver the items within 45 calendar days from receipt of the Notice to Proceed. A request for extension may be granted provided the winning bidder provides a justifiable reason/s. 	



	<ul style="list-style-type: none"> c. The winning bidder shall ensure that all items to be delivered must be equipped complete accessories. d. The items shall be inspected by the supply officer upon delivery. e. The winning bidder shall replace all items with apparent defects and damage within seven (7) days from the date of discovery by the supply officer during the actual inspection. f. In case of non-apparent defect or damage on the items, the supply officer shall promptly report this matter to the supplier within three (3) days from the date of discovery thereof. g. Strict observance and application of health protocols at all times in the delivery of laptop computers in the MWSS Building and Office of the Government Corporate Counsel premises. h. Advance payment is not allowed. i. The OGCC shall pay the Winning Bidder within <u>60 working days</u> upon receipt of the original Statement of Account, or billing statement, supported by an Inspection and Acceptance Report (IAR), Certificate of Completion and/or Certificate of Satisfactory Service Rendered to be issued by the end-user, and upon completion of all the deliverables/documentary requirements. j. DEVIATION FROM REQUIREMENTS. The supplier will be allowed to offer another brand in the event that the unavailability of the brand initially offered shall exceed 120 days from receipt of the Notice to Proceed, provided further that the brand offered as replacement will be equal or greater than the original offer in terms of specification, and provided further that the unavailability is justified (i.e., global shortage) and that the awarded cost shall not be adjusted, modified or increased. 	
	<p>After Sales Support</p> <ul style="list-style-type: none"> a. Within the Warranty Period. b. After the Warranty Period, there must be at-least authorized service center within Metro Manila. 	



I hereby certify to comply and deliver all the above Technical Specifications and requirements:

Name of Company/Bidder : _____

Signature over Printed Name : _____

Date : _____



Section VIII. Checklist of Technical and Financial Documents

Please refer to Section III. Bid Data Sheet for the updated/additional requirements and instructions for the submission of bids (tabbing, indexing, and sealing)

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
or
- (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,
and
- (c) Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
and
- (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

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

- (j) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
- (k) 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

- (l) 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.

II. FINANCIAL COMPONENT ENVELOPE

- (m) Original of duly signed and accomplished Financial Bid Form; **and**
- (n) Original of duly signed and accomplished Price Schedule(s).

Other documentary requirements under RA No. 9184 (as applicable)

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



TERMS OF REFERENCE

II. OBJECTIVE:

This project aims to provide a functional and working laptop computers to aid the OGCC Officials and lawyers in the performance of their functions.

III. PROJECT TITLE

Supply and Delivery of Laptop Computers.

IV. ITEMS AND APPROVED BUDGET FOR THE CONTRACT (ABC)

ITEMS	Quantity	Total ABC
Laptop Computers	20	P1,400,000.00

NOTE: The financial bid of the bidders shall be inclusive of the 12% Value Added Tax. The VAT and other applicable taxes should be clearly and separately indicated and/or itemized in the bidder’s financial proposal.

V. TECHNICAL SPECIFICATIONS

Laptop Computer	
Minimum Specifications	
Quantity	20
Weight:	At least 1kg to 1.5kg
Processor:	Intel i5, latest generation processor available in the market
RAM:	16GB DDR4 (upgradeable to 32GB) Two Memory Slots
Storage/Hard Disk:	512 Gigabytes SSD
Display Screen:	14-inch LED Backlit Display; Full HD
Resolution:	1920 x 1080 pixel
Graphics Card:	At least 2GB NVIDIA GeForce MX150
Camera:	Front Camera – at least 720p
Color:	Black, Gray, or Silver
Dimensions:	Manufacturer’s standard for a 14-inch laptop computer
Touchpad:	Manufacturer’s standard
Keyboard:	Manufacturer’s standard
Wireless LAN and connectivity:	Manufacturer’s standard
Battery:	Manufacturer’s standard
Sound Card:	Manufacturer’s standard
Operating System:	Windows 10 Professional 64 (Legitimate License)
Accessories:	1) Laptop Bag;



	<ul style="list-style-type: none"> 2) Power Cord (manufacturer’s standard – adaptable to Philippines Settings) 3) Power Adapter (manufacturer’s standard-adaptable to Philippine Settings); and 4) Rechargeable Wireless optical mouse with USB Bluetooth Dongle or Wireless optical mouse with batteries included (works with Bluetooth-enabled laptops)
Standard I/O Ports:	<p>Manufacturer’s standard with at least basic ports for:</p> <ul style="list-style-type: none"> -USB-Type C -USB-Type A -HDMI, -3.5mm auxiliary input jack for headset – Microphone and headphone/auxiliary combo - SD Card reader -USB 3.1 (supports charging)
Warranty:	<p>3 years on both parts and services from authorized service centers with national coverage</p> <p>Supplier shall respond within 24 hours for any technical assistance/support either via telephone call, email or site visit in the Office of the Government Corporate Counsel, MWSS Administration Building, Katipunan Ave., Balara, Quezon City upon verbal/written notification by the End-User Agency.</p>

VI. REQUIREMENTS FOR BIDDERS

Bidders are strongly advised to comply with eligibility documents and financial documents listed in the Philippine Bidding Documents (if applicable) and they should be registered with PhilGEPS as Platinum Member.

VII. SCOPE OF WORK

- a. The winning bidder shall deliver the items at the given office address below:

Property and Supply Office
OFFICE OF THE GOVERNMENT CORPORATE COUNSEL
 3rd Flr MWSS Administration Building, Katipunan Ave.
 Balara, Quezon City

- b. The winning bidder/supplier shall deliver the items within **45 calendar days** from receipt of the Notice to Proceed. A request for extension may be granted provided the winning bidder provides a justifiable reason/s.



- c. The winning bidder shall ensure that all items to be delivered must be equipped complete accessories.
- d. The items shall be inspected by the supply officer upon delivery.
- e. The winning bidder shall replace all items with apparent defects and damage within seven (7) days from the date of discovery by the supply officer during the actual inspection.
- f. In case of non-apparent defect or damage on the items, the supply officer shall promptly report this matter to the supplier within three (3) days from the date of discovery thereof.
- g. Strict observance and application of health protocols at all times in the delivery of laptop computers in the MWSS Building and Office of the Government Corporate Counsel premises.

VIII. TERMS OF PAYMENT

- a. Advance payment is not allowed.
- b. The OGCC shall pay the Winning Bidder within **60** working days upon receipt of the original signed Statement of Account, or billing statement, supported by an Inspection and Acceptance Report (IAR), Certificate of Completion and/or Certificate of Satisfactory Service Rendered to be issued by the end-user, and upon completion of all the deliverables/documentary requirements.

IX. AFTER SALES SUPPORT

- a. Within the Warranty Period.
- b. After the Warranty Period, there must be at-least authorized service center within Metro Manila.

X. OTHER TERMS AND CONDITIONS

- a. Bidders shall be required to indicate to brand to be offered.
- b. The equipment shall not be an End-of-Life (EOL) model at the time of the bidding and the service provider shall ensure availability of the model's spare parts and components for a period of five (5) years from the start of this contract.
- c. **DEVIATION FROM REQUIREMENTS.** The supplier will be allowed to offer another brand in the event that the unavailability of the brand initially offered shall exceed 120 days from receipt of the Notice to Proceed, provided further that the brand offered as replacement will be equal or greater than the original offer in terms of specification, and provided further that the unavailability is justified (i.e., global shortage) and that the awarded cost shall not be adjusted, modified or increased.



Contract Agreement Form for the Supply and Delivery of Twenty (20) Laptops for the Office of the Government Corporate Counsel

[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 the **OFFICE OF THE GOVERNMENT CORPORATE COUNSEL (OGCC)** (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 **20 UNITS OF LAPTOPS FOR AN APPROVED BUDGET OF THE CONTRACT OF ONE MILLION FOUR HUNDRED THOUSAND PESOS (PhP1,400,000.00)** 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.

ELPIDIO J. VEGA
Government Corporate Counsel
Head of the Procuring Entity

[Insert Name and Signature]

[Insert Signatory's Legal Capacity]

for:

for:

**Office of the Government Corporate
Counsel**

[Insert Name of Supplier]

ACKNOWLEDGMENT

Republic of the Philippines)
City of Quezon) S.S.

BEFORE ME personally appeared:

- 1) **GCC ELPIDIO J. VEGA** with Identification Card No. _____; and
- 2) _____ with Identification Card No. _____

known to me to be the same persons who executed the foregoing Contract for the **SUPPLY AND DELIVERY OF TWENTY (20) LAPTOPS FOR THE OFFICE OF THE GOVERNMENT CORPORATE COUNSEL** and they acknowledged to me that the same is their free and voluntary act and deed. I certify that the foregoing instrument, consisting of two (2) pages, including this page where the acknowledgment is written, was duly signed by the parties and their instrumental witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL this ___ day of _____, 20__ at _____, Philippines.



Bid Form for the Supply and Delivery of Laptops for the Office of the Government Corporate Counsel

[shall be submitted with the Bid]

BID FORM

Date : _____

Project Identification No. : _____

To: *[name and address of Procuring Entity]*

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

If our Bid is accepted, we undertake:

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

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

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

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

(if none, state "None")]

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

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



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

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

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

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____



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, 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]



Performance Securing Declaration (Revised)

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

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

PERFORMANCE SECURING DECLARATION

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

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

I/We, the undersigned, declare that:

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

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

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

[Insert signatory's legal capacity]

Affiant

[Jurat]

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



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: _____



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

For Goods Offered from Within the Philippines

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

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

Name: _____

Legal Capacity: _____

Signature: _____

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



**STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT
SIMILAR TO THE CONTRACT TO BE BID**

Name of the Contract	Date of the Contract	Contract Duration	Owner's Name and Address	Kinds of Goods	Amount of Completed Contract	Date of Delivery	End User's Acceptance or Official Receipt of Sales Invoice

Name: _____

Legal Capacity: _____

Signature: _____

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



**STATEMENT OF ALL ONGOING GOVERNMENT AND PRIVATE
CONTRACTS INCLUDING CONTRACTS AWARDED
BUT NOT YET STARTED**

Name of the Contract	Date of the Contract	Contract Duration	Owner's Name and Address	Kinds of Goods	Amount of Completed Contract	Date of Delivery	End User's Acceptance or Official Receipt of Sales Invoice

Name: _____

Legal Capacity: _____

Signature: _____

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



FINANCIAL BID FORM

Date: _____
Project Identification No: _____

To: *[name and address of Procuring Entity]*

Having examined the Bidding Documents including Bid Bulletin Numbers *[insert numbers, if applicable]*, 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 Bidding Documents 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 on the Bidding Documents;
- b. to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents;
- c. to abide by the Bid Validity Period specified in the Bidding Documents and it shall remain binding upon us at any time before the expiration of that period.

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 or any Bid you may receive.

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

The undersigned is authorized to submit the bid on behalf of _____ *[name of 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.

Dated this _____ day of _____ 20__.



[signature and printed name] [in the capacity of]

Duly authorized to sign Bid for and on behalf of:

Name of Company

Address and Telephone Number