



NATIONAL COUNCIL ON DISABILITY AFFAIRS

NCDA Bldg., Isidora Street, Brgy. Holy Spirit, Quezon City
Metro Manila, 1127

BIDDING DOCUMENTS

for

PROCUREMENT OF ANTI-VIRUS FOR NCDA

IB NO. 2021- 05

November 8, 2021

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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.

INVITATION TO BID
FOR THE PROCUREMENT OF ANTI-VIRUS FOR NCDA
Bid Reference No. 2021 - 05
Approved Budget for the Contract : Php 3,210,000.00

1. The **NATIONAL COUNCIL ON DISABILITY AFFAIRS (NCDA)**, through its Bids and Awards Committee (BAC), General Appropriations Act for FY 2021, intends to apply the sum of **THREE MILLION TWO HUNDRED TEN THOUSAND PESOS ONLY (PHP 3,210,000.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for the Procurement of Anti-Virus for NCDA (the "Project"). Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The supply and delivery of anti-virus shall be completed within 30 calendar days from receipt of the Notice to Proceed. Bidders should have completed, within three (3) years from the date of submission and receipt of bids, at least two (2) contracts similar to the Project, and the aggregate contract amounts should be equivalent to at least 50% of the ABC. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC for 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 nondiscretionary "*pass/fail*" criterion as specified in 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
4. 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 and subject to Commonwealth Act No. 138.
5. Prospective Bidders may obtain further information from the BAC Secretariat and inspect the Bidding Documents at the address given below during office hours, Monday to Thursday 8:00 AM to 4:00 PM.
6. A complete set of Bidding Documents may be acquired by interested Bidders on **November 11, 2021**, at the Finance and Administrative Division, 2nd Floor, NCDA Building, Isidora St., Brgy. Holy Spirit, Quezon City and upon payment of a

nonrefundable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Five Thousand Pesos Only (PhP5,000.00)**.

It may also be downloaded free of charge from the website of the PhilGEPS and the website of NCDA, provided that the Bidders shall pay the non-refundable fee for the Bidding Documents not later than the submission of their bids.

7. The NCDA will hold a **Pre-Bid Conference** on **November 19, 2021, at 2:00 P.M.** at NCDA Building, Board Room and/or video conferencing or webcasting via Zoom, which shall be open to prospective bidders.
8. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **December 1, 2021, at 11:30 A.M.** **Late bids shall not be accepted.**
9. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 14.
10. **Bid opening** shall be **on December 1, 2021, at 1:30 P.M.** at the Board Room, NCDA Building, Isidora St., Brgy. Holy Spirit, Quezon City, and/or via Zoom. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
11. The schedule of bidding activities is as follows:

BAC ACTIVITIES	SCHEDULE
Advertisement / Posting of Invitation to Bid / Request for Expression of Interest	November 10, 2021
Issuance and Availability of Bidding Documents	November 11 – December 1, 2021
Pre-Bid Conference	November 19, 2021, 2:00 PM
Deadline submission and Receipt of Bids	December 1, 2021, 11:30 AM
Opening of Bid and Bid Evaluation	December 1, 2021, 1:30 PM
Post Qualification	December 2 - 5, 2021
Approval of Resolution / Issuance of Notice of Award	December 6, 2021
Contract preparation & Signing	December 7, 2021
Issuance of Notice to Proceed	December 7, 2021

12. The NCDA reserves the right to accept or 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 Section 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

13. For further information, please refer to:

Ms. Madeline Hilario - Icot and Mr. Alberto Villa, BAC Secretariats
Finance and Administrative Divisions, 2nd Floor NCDA Building,
Isidora St., Brgy. Holy Spirit, Quezon City
Telefax No.: (02) 8951-5925 Email Address: supply.ncda@gmail.com

You may visit the following websites for downloading Bidding Documents :

<https://www.ncda.gov.ph/invitation-to-bid/>

- Original Signed -

DANDY C. VICTA
BAC Chairperson

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

1. Scope of Bid

- 1.1 The National Council on Disability Affairs (NCDA) wishes to receive Bids for the Procurement of Anti-Virus for NCDA, with **Bid Reference No. 2021-05**.
- 1.2 The Procurement Project (referred to herein as "Project") is composed of One Thousand Seventy (1,070) units of anti-virus, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

- 2.1. The GOP through the source of funding as indicated below for FY 2021, the Approved Budget for the Contract is **THREE MILLION TWO HUNDRED TEN THOUSAND PESOS ONLY (PHP 3,210,000.00)**, inclusive of taxes, other fees, and expenses.
- 2.2. The source of funding is: 2.1. NGA, the General Appropriations Act for FY 2021 - R.A. No. 11518.

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.

- (a) Duly licensed Filipino citizens/sole proprietorships;
- (b) Partnerships duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines;
- (c) Corporations duly organized under the laws of the Philippines, and of which at least sixty percent (60%) of the outstanding capital stock belongs to citizens of the Philippines;
- (d) Cooperatives duly registered with the Cooperatives Development Authority (CDA).
- (e) Unless otherwise provided in the BDS, persons/entities forming themselves into a JV, i.e., a group of two or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, that Filipino ownership or interest of the joint venture concerned shall be at least sixty percent (60%).

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 must be at least equivalent to half of the percentage of the ABC as required above.

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

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this project on the specified date and time and either at its physical address **Board Room, NCDA Building, Isidora St., Brgy. Holy Spirit, Quezon City**, and/or through videoconferencing/webcasting as indicated in **No. 7** of the **IB**.

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request 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 three (3) years from the date of submission and receipt of bids, at least two (2) contracts similar to the Project and the aggregate contract amounts should be equivalent to at least 50% of the ABC as required above.

The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.

- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in a 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 the delivery of the Goods to their final destination; and
- iv. The price of other (incidental) services, if any, listed in e.

b. For Goods offered from abroad:

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

13. Bid and Payment Currencies

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

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

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

14.2. The Bid and bid security shall be valid for One Hundred Twenty (120) days. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

Each Bidder shall submit **three (3) copies** of the first and second components of its Bid.

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

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

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.

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 **No. 8** 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 **No. 10** of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

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

- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case may be. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:
- One Project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the 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

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	<p>For this purpose, contracts similar to the Project shall be:</p> <p>a. 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 two (2) contracts similar to the Project and the aggregate contract amounts should be equivalent to at least 50% of the ABC as required above.</p> <p>The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.</p> <p>b. Bidders should have completed, within three (3) years from the date of submission and receipt of bids.</p>
7.1	Subcontracting is not allowed.

Instructions regarding indexing of Eligibility and Technical Components:

The bidding shall make use of the two-envelope system; i.e., the first envelope for the Technical Component and the second envelope for the Financial Component of the bid.

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) and must be properly indexed as follows:

ENVELOPE NO. 1							
TECHNICAL COMPONENT							
	CLASS "A" DOCUMENTS						
INDEX TABS	LEGAL DOCUMENTS						
I - 1	<div>Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages)</div> <div>Or, in lieu of the Platinum PhilGEPS Certificate:</div> <table><tr><td>I - 1.a</td><td>Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for a sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,</td></tr><tr><td>I - 1.b</td><td>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><tr><td>I - 1.c</td><td>Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).</td></tr></table>	I - 1.a	Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for a sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,	I - 1.b	Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas	I - 1.c	Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).
I - 1.a	Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for a sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,						
I - 1.b	Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas						
I - 1.c	Tax clearance per E.O. 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> <p>1. Copies of the Contracts; and</p> <p>(If there is no contract, the purchase order (P.O.) may be submitted as long as the terms and conditions are included therein.)</p> <p>2. Copies of the Notice of Award (NOA) or Notice to Proceed (NTP)</p> <p>(For private contracts, NOA or NTP shall not be required.)</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>(See sample form in Section IX)</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;</p> <p>or</p> <p>Original copy of Notarized Bid Securing Declaration (use form in Section IX)</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>(Accomplish/use the form in Section VI)</p>	

	I-6	Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable (Accomplish/use the form in Section VII)
	I-6-a, I-6-b, I-6-c, etc.	Corresponding to each set of supporting documents in relation to the Bidder's conformity with the technical specifications as enumerated and specified in Sections VI and VII, if any
	I-7	Original duly signed Omnibus Sworn Statement (OSS) (Accomplish/use form in Section IX) 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
	I-8	Company profile which shall include information on the number of years in the business and the list of its officers. Names, addresses, and location sketches of the main office and branch office/s if any, and warehouse and service facilities with their respective telephone numbers including photos showing the company's business name.
	I-9	Authority of the representative/signatory.
	I-10	Certification that prospective bidder is an authorized licensee/ distributor/ supplier/ reseller of the brand/s or item/s of goods offered in its proposal.
		FINANCIAL DOCUMENT
	I-11	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-12	<p>The prospective bidder's computation of Net Financial Contracting Capacity (NFCC); (See sample form in Section IX)</p> <p>or</p> <p>A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation</p>	
		Class "B" Document	
	I-13	<p>If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;</p> <p>or</p> <p>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.</p>	

11	<p>Instructions 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><tr><th>INDEX TABS</th><th>FINANCIAL DOCUMENTS</th></tr><tr><td>II-1</td><td>Original of duly signed and accomplished Financial Bid Form (original Form in Section IX must be submitted, no recopying or retyping shall be allowed)</td></tr><tr><td>II-2</td><td>Original of duly signed and accomplished Bid Price Schedule (s) (original Form in Section IX must be submitted, no recopying or retyping shall be allowed)</td></tr></table>	INDEX TABS	FINANCIAL DOCUMENTS	II-1	Original of duly signed and accomplished Financial Bid Form (original Form in Section IX must be submitted, no recopying or retyping shall be allowed)	II-2	Original of duly signed and accomplished Bid Price Schedule (s) (original Form in Section IX must be submitted, no recopying or retyping shall be allowed)
INDEX TABS	FINANCIAL DOCUMENTS						
II-1	Original of duly signed and accomplished Financial Bid Form (original Form in Section IX must be submitted, no recopying or retyping shall be allowed)						
II-2	Original of duly signed and accomplished Bid Price Schedule (s) (original Form in Section IX must be submitted, no recopying or retyping shall be allowed)						
12	No further instructions.						
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:</p> <p>a. The amount of not less than Php 64,200.00 (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 Php 160,500.00 (5%) of ABC if bid security is in Surety Bond.</p>						
15	<p>Instructions re: 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>						

TECHNICAL COMPONENT
BID FOR THE
Procurement of Anti-Virus for NCDA

[COMPANY NAME]
[COMPANY ADDRESS]
[E-MAIL ADDRESS]

MR. DANDY VICTA
Chairperson
NCDA BIDS AND AWARDS COMMITTEE

DO NOT OPEN BEFORE 1:30 PM, December 1, 2021

Check one:

- Original - Technical Component
- Copy No. 1 - Technical Component
- Copy No. 2 - Technical Component

FINANCIAL COMPONENT

BID FOR THE
Procurement of Anti-Virus for NCDA

[COMPANY NAME]
[COMPANY ADDRESS]
[E-MAIL ADDRESS]

MR. DANDY VICTA
Chairperson
NCDA BIDS AND AWARDS COMMITTEE

DO NOT OPEN BEFORE 1:30 PM, December 1, 2021

Check one:

- Original - Technical Component
- Copy No. 1 - Technical Component
- Copy No. 2 - Technical Component

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

	<div><div>BID FOR THE Procurement of Anti-Virus for NCDA</div><div>[COMPANY NAME] [COMPANY ADDRESS] [E-MAIL ADDRESS]</div><div>MR. DANDY VICTA Chairperson NCDA BIDS AND AWARDS COMMITTEE</div><div>DO NOT OPEN BEFORE 1:30 PM, December 1, 2021</div><div>Check one: Original Copy No. 1 Copy No. 2</div></div>
17	<p>Bid opening shall be conducted on December 1, 2021, 1:30 PM at the Board Room, NCDA Building, Isidora St., Brgy. Holy Spirit, Quezon City and/or video conferencing via Zoom.</p> <p>The following are the rules to be observed:</p> <p>a. Pursuant to the NCDA Workplace Protocol, prospective bidders submitting their respective bids shall be invited to attend the opening of bids via video conferencing thru the Zoom application.</p> <p>b. 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 to access the video conference.</p> <p>c. 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 the Bids shall be conducted via video-conferencing and actual face-to-face meetings. Named members of the BAC shall be physically present during the opening of the bids to physically assess and evaluate the submission of the bids of the bidders while the bidders, as well as the other members / TWG / Observers, shall be in attendance through video-conferencing to ensure transparency of the proceedings.</p>
19.3	No further instructions.
20.2	For purposes of post-qualification, the Procuring Entity requires the Bidder with the Lowest Calculated Bid (LCB) to submit the following documentary requirements within a non-extendible period of five (5) calendar days from receipt by the bidder of the notice the BAC that it submitted the LCB:

	<p>1. The latest income tax returns and business tax returns filed and paid through the BIR Electronic Filing and Payment System (EFPS):</p> <p>Note: The latest income and business tax returns are those within the last six (6) months preceding the date of bid submission.</p> <p>2. Valid and subsisting Platinum Certificate of PhilGEPS Registration or PhilGEPS Registration Number if the procuring entity is a Philippine foreign office or post, provided that participating bidders should register with the PhilGEPS prior to bid opening.</p> <p>3. Other appropriate licenses and permits are required by law.</p>
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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 prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

4. Inspection and Tests

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

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

5. Warranty

- 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

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

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>For Goods supplied from abroad, the delivery terms applicable to the Contract are DDP delivered in Manila. In accordance with INCOTERMS.</p> <p>For Goods supplied from within the Philippines, the delivery terms applicable to this Contract are delivered in Manila. 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 personnel from the Management Information Systems Office and Property Division, Office of Administrative Services, Supreme Court.</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> <p>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</p> <p>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</p> <p>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</p>

	<p>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</p> <p>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.</p> <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>
	<p>Spare Parts –</p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <ul style="list-style-type: none">a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; andb. in the event of termination of production of the spare parts:<ul style="list-style-type: none">i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; andii following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested. <p>The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the cost thereof are included in the contract price.</p> <p>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.</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within one (1) month of placing the order.</p>
	<p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final</p>

	<p>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.</p> <p>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> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity</p> <p>Name of the Supplier</p> <p>Contract Description</p> <p>Final Destination</p> <p>Gross weight</p> <p>Any special lifting instructions</p> <p>Any special handling instructions</p> <p>Any relevant HAZCHEM classification</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</p>

	<p>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> <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.</p>
2.2	No further instructions.
4	No further instructions.
5	No further instructions.

Section VI. Schedule of Requirements

The delivery schedule expressed as a specific month period stipulates hereafter a delivery date which is the date of delivery of services to the procuring entity.

Procurement of Anti-Virus			
Item No.	Description	Quantity	Delivered, Weeks/Months
		TOTAL	
I	Anti-Virus		The supplier shall deliver, within the non-extendible period of fifteen (15) calendar days.

I hereby certify to comply and deliver all the above requirements.

Name of Company / Bidder

Signature over Printed Name of Bidder

Date

Section VII.

Technical Specifications

Bidders must state either “**Comply**” or “**Not Comply**” in each of the individual parameters of each Specification stating the corresponding performance parameter of the item offered. Statements of “Comply” or “Not Comply” must be supported by evidence and cross-referenced to that evidence or may copy the specification stated in verbatim if applicable. A statement of “Comply” or “Not Comply” 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.

Recopying is not allowed and may be a ground for disqualification.

Procurement of Anti-Virus			
BRANDED AND BRAND -			
Item	Minimum Specifications	Supporting Documents to be Submitted (Please indicate the page no. and paragraph no. in your proposal)	Statement of Compliance
ISO Certification	Manufactured by an ISO 9001 or ISO 9002 certified Personal Computer Factory as to where it is manufactured	Certified true copy of ISO certification	
Anti-virus Specifications	I. ANTI-MALWARE (Desktop/laptop) 1. The solutions must have multiple anti-malware engines – with the combination of the traditional Signature based, heuristic, Cloud-Assisted		

	<p>scanning and Machine Learning Technology – for superior scanning and detection capability.</p> <ol style="list-style-type: none">2. The solution should be able to provide security for heterogeneous IT environment. It shall support a range of platforms – including Mac, Linux and Windows – including the new Windows 10 and Windows Server 2016 operating system and above.3. Lightweight mode for Threat Protection (“Cloud mode”). Light antivirus databases with enabled KSN (require less RAM and drive space).4. The solution should provide protection against new and unknown malwares. It should have an urgent detection system that may help protect the system against new threats, even before the release of a new malware signature.5. The solution should be able to monitor the behaviour of applications automatically. It should have Behavioural Detection, Exploit, Anti-Rootkit and Remediation Engine that monitor the system – real time – and will detect any suspicious behaviour deeper within your system and application that roll back actions done by malware.6. The solution should have Protection against encryption for shared folders unique anti-cryptor mechanism capable of blocking encryption of files on the shared resources from the malicious process running on another machine on the same network.		
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	<ul style="list-style-type: none">7. The solution should have a deeper level of protection that could work on the lowest level of a computers operating system.8. The solution should have technologies allowing improving its performance by estimating file threat level on the basis of its last modification date. File last modification date is compared against its first scan date, creation date, and antivirus databases release date.9. The solutions should have Host-based Intrusion Prevention System (HIPS) and personal firewall that would protect against hacker attacks. It should be able to control inbound and outbound traffic – by setting up parameters for an individual port, IP address or application.10. The solution should have a Network Threat Blocker mechanism that detects and monitors suspicious activity on your network. It should be pre-configurable on how the system should respond when suspicious behaviour is detected.11. The solutions should be able to auto-quarantine or auto-delete identified malwares without end-user interaction.12. The solution should be able to scan body text and attachments of incoming email messages that are delivered through POP3/IMAP mail clients.13. The solution should be able to block malicious / phishing URLs.	
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	<div>14. The solution should be able to scan password protected compressed files for malicious programs.</div> <div>15. The solution should be able to re-launch itself automatically – when file server restarts – on events that the server experiences fault or suffering an unplanned shut down.</div>		
	<div>II. END-POINT CONTROLS</div> <div>DEVICE CONTROL</div> <div>1. The solution should be able to allow administrator to set policy and control to any connected device, on any connection bus (not only USB), at any time.</div> <div>2. The solutions should be able to support device management and shall allow administrator to monitor, block or make the device Read –Only along with the option of providing exceptions.</div> <div>3. The solution should be able to block or allow devices based on specific serial number.</div> <div>4. The solution should be able to generate logs of events associated with deleting and saving files on USB device.</div> <div>5. The solution should be able to generate logs of list of trusted Wi-Fi networks, based on network name, encryption type, and authentication type.</div> <div>WEB CONTROL</div> <div>1. The solution should be able to filter each client’s web browser usage. It should be able to permit, prohibit, limit or audit user’s access to</div>		

	individual websites or categories of websites – including games websites, gambling sites or social networks.		
	III. VULNERABILITY AND PATCH MANAGEMENT <ol style="list-style-type: none"> 1. The solution should be able to check operating system and other application vulnerabilities. 2. The solution should be able to patch Microsoft systems files and other 3rd party applications seamlessly. Patching should be automatic or scheduled. 		
	IV. DATA PROTECTION <ol style="list-style-type: none"> 1. The solution should be capable of doing Full-Disk Encryption (FDE) and protects data on hard-drives. 		
	V. UNIFIED CONSOLE <ol style="list-style-type: none"> 1. The solutions shall support Policy Enforcement 2. The solutions should provide pre-defined policies as well as provide provision to change and customize policies based on groupings. 3. The solution should have a single and unified management console to all its security and control features. 4. The solutions can be installed on Windows / Mac, Mobile (IOS and Android). 5. The solution shall support reporting in the following format like XML, HTML and or PDF 		

	<p>VI. CERTIFICATIONS AND ACCREDITATIONS</p> <ol style="list-style-type: none"> 1. The solution should be recognized by ICSA Lab and NSS Lab. 2. The solution must be certified by the following 3rd Party testing organization: VB100, AV Comparatives – with + ADVANCE rating at least 3 consecutive years. 		
	<p>VII. CPU UTILIZATION</p> <ol style="list-style-type: none"> 1. Should not cause slowness and hanging of the operating system and applications software. 		
	<p>VIII. SUBSCRIPTION PERIOD</p> <ol style="list-style-type: none"> 1. 3 years 2. Subscription period should only start upon activation and not upon purchase. 		
	<p>IX. MAINTENANCE AND SUPPORT LEVEL AGREEMENT</p> <ol style="list-style-type: none"> 1. The solution should have a local distributor representative in the Philippines that has been operating for at least five (5) years now. 2. The supplier of the solution should have at least three (3) certified engineers for end-point solution. 3. The solution must be able to provide a 3-tier support. The local reseller as the first level of support, the distributor as the second-level and the principal as the third-level of support. 4. The supplier of the solution must be able to provide a comprehensive after-sales support and Maintenance 		

	<p>agreement with options of 8x5, 8x7 SLA.</p> <p>5. The supplier of the solution must be able to provide support through Phone, Email, Web-Remote Assistance and On-Site/On-Call support.</p> <p>6. The supplier of the solution must be able to provide quarterly systems check-up for health monitoring.</p>		
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I hereby certify that all statements indicated under the **Statement of Compliance** are true and correct, otherwise, if found untrue and incorrect either during bid evaluation or post-qualification, the same shall give rise to automatic disqualification of our bid.

Name of Company/Bidder

Bidder’s Signature over Printed Name

Date: _____

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

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

First Envelope:

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- ☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
or in lieu of the Platinum PhilGEPS Certificate:
- ☐ (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;

The statement shall be supported by the following documents:

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.)

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 five (5) years prior to the date of bid submission. **and**

Supporting Document/s:

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.)

- ☐ (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; **(use Form in Section IX)**

and

- ☐ (h) Conformity with the Schedule of Requirements, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable **(Accomplish/use form in Section VI); and**
- ☐ (i) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable **(use (Accomplish/use form in Section VII);**

Attach corresponding to each set of supporting documents in relation to the Bidder's conformity with the technical specifications as enumerated and specified in Sections VI and VII, if any.

and

- ☐ (j) Original duly signed Omnibus Sworn Statement (OSS) **(use Form in Section IX);**

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.

- ☐ (k) Company profile which shall include information on the number of years in the business and the list of its officers.

Names, addresses and location sketches of main office and branch office/s if any, and warehouse and service facilities with their respective telephone numbers including photo showing the company's business name.

- ☐ (l) Authority of the representative/signatory.
- ☐ (m) Certification that prospective bidder is an authorized licensee/ distributor/ supplier/ reseller of the brand/s or item/s of goods offered in its proposal. (if applicable)

Financial Documents

- ☐ (n) 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**
- ☐ (o) 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

- ☐ (p) 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.

Second Envelope:

II. FINANCIAL COMPONENT ENVELOPE

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

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

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

Section IX. Bidding Forms

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FORM IX - A

Sample form only

**Statement of all Ongoing Government and Private Contracts
Including Contracts Awarded but not yet Started**

Name of Contract	Date of the Contract	Contract Duration	Owner's Name and Address	Kinds of Goods	Amount of Contract	Value of Outstanding Contract

Name of Company : _____
Signature over Printed Name of Representative : _____
Date : _____

FORM IX - B

Sample form only

**Statement of Single Largest Completed Contract
Similar to the Contract to be Bid**

Name of 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 or Sales Invoice

Name of Company : _____
Signature over Printed Name of Representative : _____
Date : _____

Form IX - C

Sample form only.

FINANCIAL BID FORM

Date:

Project Identification N°:

To: **The Bids and Awards Committee**
National Council on Disability Affairs (NCDA)
NCDA Building, Isidora St., Brgy. Holy Spirit, Quezon City

Gentlemen and/or Ladies:

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

If our Bid is accepted, we undertake:

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

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

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

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

(if none, state "None")]

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

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

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

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

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

Dated this _____ day of _____ 20____.

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

***This form itself must be submitted.
Recopying is not allowed and may be a ground for disqualification.***

OMNIBUS SWORN STATEMENT

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:

I am the [1. sole proprietor; 2. duly authorized and designated representative] of
_____ *[Name of Bidder]* with office address at
_____ *[Address of Bidder]*.

As the [1. owner and sole proprietor, I have full power and authority to do, execute
and perform any and all acts necessary;][2. duly authorized and designated
representative, I am granted full power and authority to do, execute, and perform any and
all acts necessary as shown in the attached document showing proof of authorization
(e.g., duly notarized Secretary's Certificate issued by the corporation or the members of
the joint venture), or Special Power of Attorney, whichever is applicable] to represent
_____ *[Name of Bidder]* in the bidding for the
Procurement of Desktop Computers;

_____ *[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;

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;

_____ *[Name of Bidder]* is authorizing the Head of
the Procuring Entity or his duly authorized representative(s) to verify all the documents
submitted;

*(In the following three paragraphs, please choose and answer only one that is applicable
to the bidder)*

(1) *If a sole proprietorship:* The owner or the 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, or 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;

(2) *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;

(3) *If a corporation or a 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;

_____ *[Name of Bidder]* complies with existing labor laws and standards;

_____ *[Name of Bidder]* is aware of and has undertaken the following 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) Made 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 **Procurement of Anti-Virus for NCDA**

_____ *[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.

In case advance payment was made of given, failure to perform or deliver any of the obligations and undertaking 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. 3185 s. 1930, as amended, or the Revised Penal Code.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20__ at _____, Philippines.

AFFIANT/S
Bidder's Representative/Authorized Signatory

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20__, affiant/s exhibiting to me his/her/their Competent Evidence of Identity.

Name	ID No.	Issued At	Issued On
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

NOTARY PUBLIC

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 20__.

FORM IX - F

*This form itself must be submitted.
Recopying is not allowed and may be a ground for disqualification.*

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

BID-SECURING DECLARATION

ITB No. 2021 - 005 : PROCUREMENT OF ANTI-VIRUS FOR NCDA

To: **NATIONAL COUNCIL ON DISABILITY AFFAIRS (NCDA)**
NCDA Bldg., Isidora St., Brgy. Holy Spirit, Quezon City

I/We2, 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 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 cts 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 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;
 - (c) I am/we are declared as the bidder with the Lowest Calculated and Responsive Bid/Highest Rated and Responsive Bid4, 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 _____, 2021 at Quezon City.

Affiant/s
[Name/s and Signature/s of the Bidder's Authorized Representative and his/her/their legal capacity/ies]

Name of Bidder Represented

SUBSCRIBED AND SWORN to before me this ____ day of June 2021 at Quezon City., Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her/their Competent Evidence of Identity.

Name	ID No.	Issued At	Issued On
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

NAME OF NOTARY PUBLIC

Doc. No. ____
Page No. ____
Book No. ____
Series of ____.

FORM IX - G

Sample Only

Form of Bid Security (Bank Guarantee)

WHEREAS, *[insert name of Bidder]* (hereinafter called the “Bidder”) has submitted his bid dated *[insert date]* for the *[insert name of contract]* (hereinafter called the “Bid”).

KNOW ALL MEN by these presents that We *[insert name of Bank]* of *[insert name of Country]* having our registered office at *[insert address]* (hereinafter called the “Bank” are bound unto *[insert name of PROCURING ENTITY]* (hereinafter called the “Entity”) in the sum of *[insert amount]*² for which payment well and truly to be made to the said Entity the Bank binds himself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this ____ day of ____ 20__.

THE CONDITIONS of this obligation are:

1. If the Bidder:
 - (a) withdraws his Bid during the period of bid validity specified in the Form of Bid; or
 - (b) does not accept the correction of arithmetical errors of his bid price in accordance with the Instructions to Bidder; or
2. If the Bidder having been notified of the acceptance of his bid by the Employer during the period of bid validity:
 - (a) fails or refuses to execute the Contract Form in accordance with the Instructions to Bidders, if required; or
 - (b) fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders.

We undertake to pay to the Entity up to the above amount upon receipt of his first written demand, without the Entity having to substantiate his demand, provided that in his demand the Entity will note that the amount claimed by him is due to him owing to the occurrence of one or both of the two (2) conditions, specifying the occurred condition or conditions.

The Guarantee will remain in force up to and including the date *[insert days]* days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Entity, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE _____

SIGNATURE OF THE BANK

WITNESS

SEAL

(Signature, Name and Address)

FORM IX – H

Sample Only

Net Financial Contracting Capacity (NFCC) Form

- a. Summary of the Bidder-Supplier’s/Distributor’s/Manufacturer’s assets and liabilities on the basis of the attached audited financial statements, stamped “RECEIVED” by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions, for the preceding calendar/tax year which should not be earlier than two (2) years from the date of bid submission.

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

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

NFCC = [(Current assets minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.

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

NFCC =
₱ _____

Submitted by:

Signature over Printed Name of Authorized Representative

Business Name of Bidder

Date: _____

Credit Line Form

Date: _____

ENGR. EMERITO L. ROJAS
Head of the Procuring Entity
National Council on Disability Affairs
NCDA Building, Isidora St., Brgy. Holy Spirit, Quezon City

CONTRACT/PROJECT	:	_____
COMPANY/FIRM	:	_____
ADDRESS	:	_____
BANK/FINANCING INST.	:	_____
ADDRESS	:	_____
AMOUNT	:	_____

This is to certify that the above Bank/Financing Institution with business address indicated above, commits to provide the (Supplier/Distributor/Manufacturer/Contractor), if awarded the above-mentioned Contract, a credit line in the amount specified above which shall be exclusively used to finance the performance of the above-mentioned contract subject to our terms, conditions and requirements.

The credit line shall be available within fifteen (15) calendar days after receipt by the (Supplier/Supplier/Distributor/Manufacturer/Contractor) of the Notice of Award and such line of credit shall be maintained for one hundred twenty (120) calendar days from the date of opening of bids.

This Certification is being issued in favor of said (Supplier/Supplier/Distributor/Manufacturer/Contractor) in connection with the bidding requirement of the Department of Social Welfare and Development – Field Office VII for the above-mentioned Contract. We are aware that any false statements issued by us make us liable for perjury.
Name and Signature of Authorized Financing Institution Officer:

Official Designation

Name & Signature of (Supplier/Distributor/Manufacturer/Contractor's)
Authorized Representative: _____
Official Designation

Note: The Amount committed should be machine validated

SUBSCRIBED AND SWORN TO BEFORE ME, this _____ day of _____, 2017
in the City of _____. Affiant exhibiting to me his/her Valid Identification
_____, Number _____.

NOTARY PUBLIC

Doc. No.:
Page No.:
Book No.:
Series of 2017

CONTRACT AGREEMENT FORM

CONTRACT FOR THE SUPPLY AND DELIVERY OF ANTI-VIRUS FOR NCDA

KNOW ALL MEN BY THESE PRESENTS:

This Contract, made and entered into in Quezon City, Philippines, this ____ day of _____, 2021 by and between:

The **NATIONAL COUNCIL ON DISABILITY AFFAIRS (NCDA)**, a government agency with principal office at NCDA Building, Isidora Street, Brgy. Holy Spirit, Quezon City, 1127, Philippines, herein referred to as the “**PROCURING ENTITY**” and represented herein by its Head of the Procuring Entity (HOPE) and Executive Director, **MR. EMERITO L. ROJAS**, who is duly authorized to represent the same in this agreement,

AND

_____, a firm incorporated under the laws of the Philippines, with a postal address at _____ duly represented by Authorized Representative, _____, herein referred to as the “**SUPPLIER**”,

WHEREAS, the NCDA Bids and Awards Committee published on _____ an Invitation to Bid for the Procurement of Desktop Computers and a Server. The Invitation to Bid was posted on the PhilGEPS, on the NCDA Website, and on the Bulletin Boards located in conspicuous places within the PROCURING ENTITY’S premises;

WHEREAS, the SUPPLIER won in the public bidding conducted by the PROCURING ENTITY on _____ and was recommended by the NCDA BAC, in its Resolution dated _____, to be awarded the contract for the supply and delivery of Desktop Computers and Server;

NOW THEREFORE, for and in consideration of the foregoing premises and the stipulations set forth, the PROCURING ENTITY and the SUPPLIER hereby agree on the following:

ARTICLE I

CONTRACT DOCUMENTS

1.1 OFFICIAL BID DOCUMENTS. The SUPPLIER shall perform its contractual obligation in accordance with the following Official Bid Documents which are made integral parts of this Contract:

1.1.1 Proposal and Price Schedule submitted by the SUPPLIER, including the eligibility requirements, technical and financial proposals, and all other documents or statements submitted;

- 1.1.2 Bid Forms and all other documents submitted, including corrections to the bid, if any
- 1.1.3 Schedule of Requirements;
- 1.1.4 Technical Specifications;
- 1.1.5 General and Special Conditions of the Contract;
- 1.1.6 Supplemental Bid Bulletins, if any;
- 1.1.7 Performance Security;
- 1.1.8 Notification of Award and the SUPPLIER's conforme thereto;
- 1.1.9 Other contract documents that may be required by existing laws and/or the PROCURING ENTITY in the Bidding Documents. The SUPPLIER agrees that additional 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.

1.2 COMPLEMENTARY NATURE. This Contract and the Official Bid Documents shall be complementary with each other, and what one prescribes shall be prescribed by all. In case of discrepancy between this Contract and the Official Bid Documents, the Official Bid Documents shall prevail.

1.3 INCIDENTAL ITEMS. 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.

ARTICLE II

EFFECTIVITY AND TERM OF SERVICE

2.1 EFFECTIVITY DATE. This Contract shall take effect upon receipt by the SUPPLIER of the Notice to Proceed or the effectivity date stated therein, whichever comes later. Performance of all obligations shall be reckoned from the effectivity date of the Contract.

2.2 DELIVERY DATE. Complete supply and delivery of one (1) unit of pneumatic hot foil stamping machine must be delivered within _____ from receipt of the Purchase Order.

2.3 CONTRACT PRICE. For and in consideration of the full and satisfactory delivery of the goods by the SUPPLIER and the acceptance thereof by the PROCURING ENTITY, the PROCURING ENTITY shall pay the agreed contract price of _____ (P_____).

ARTICLE III

REPRESENTATIONS/WARRANTIES

3.1 PERFORMANCE WARRANTY. The SUPPLIER represents and warrants that it has the capacity to perform its obligations and undertakings according to the terms and conditions of this Contract and the Official Bid Documents and hereby agrees and warrants that it shall faithfully observe and comply therewith.

3.2 PRODUCT AND SERVICE WARRANTY. . The SUPPLIER agrees to guarantee the goods against manufacturing defects from the date of issuance of the Certificate of Final Acceptance. In case of any defect discovered or found within this period, the SUPPLIER shall make the necessary replacement or repairs at no expense to the PROCURING ENTITY.

3.3 WARRANTY SECURITY. After acceptance by the PROCURING ENTITY of the goods, a warranty security shall be required from the SUPPLIER in the form of (1) retention money in the amount equivalent to one percent (1%) of every progress payment; or (2) a special bank guarantee equivalent to one percent (1%) of the total contract price which shall be valid for the entire period of the warranty from the date of acceptance. The warranty security shall answer for any loss, damage, injury or expense which may be incurred as a result of any defect in the goods. The said amount shall only be released after the lapse of the warranty period.

ARTICLE IV PERFORMANCE SECURITY

4.1 AMOUNT AND FORM. The SUPPLIER shall, within ten (10) calendar days from receipt of Notice of Award, post a performance security as a condition precedent to the signing of this Contract to guarantee and secure the timely and complete performance of its commitment under this Contract and the Official Bid Documents. The performance security shall either be (1) in cash or cashier's/manager's check issued by a Universal or Commercial Bank equivalent to five percent (5%) of the total contract price; or (2) bank draft/ guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank, equivalent to five percent (5%) of the total contract price; or (3) a surety bond equivalent to thirty percent (30%) of the total contract price, callable on demand and issued by the GSIS or any of the bonding companies duly accredited by the NCDA.

4.2 DISCHARGE OF THE SECURITY. The performance security shall be released to the SUPPLIER upon the issuance of the Certificate of Final Acceptance by the PROCURING ENTITY; Provided, however, that the performance security was not forfeited as a result of the delay or default in the performance of the obligations of the SUPPLIER.

4.3 FORFEITURE. The failure of the SUPPLIER to comply with any of the requirements or undertakings hereof shall constitute sufficient ground for the forfeiture of its performance security.

ARTICLE V TERMINATION OF CONTRACT

5.1 TERMINATION FOR DEFAULT. The PROCURING ENTITY shall have the right to pre-terminate this Contract in whole or in part for default of the SUPPLIER or breach or violation of the terms and conditions of this Contract for just cause to determined by the PROCURING ENTITY, which determination shall be final and binding to the SUPPLIER.

5.2 TERMINATION FOR UNLAWFUL ACTS. The PROCURING ENTITY shall have the right to terminate this Contract, which termination shall take effect immediately upon receipt of the Notice of Termination, in case it is determined prima facie that the SUPPLIER has engaged, before or during the implementation of this Contract, in unlawful deeds and behavior relative to the acquisition and implementation thereof.

5.3 COMPLETED DELIVERY. In the event of pre-termination or termination of this Contract by the PROCURING ENTITY, the PROCURING ENTITY shall pay the SUPPLIER for the Project delivered up to the date of pre-termination or termination unless such pre-termination was due to the acts or omissions of the SUPPLIER or breach of this Contract and the Official Bid Documents by the SUPPLIER.

5.4 REMEDIAL RIGHTS. Any pre-termination or termination of this Contract shall be without prejudice to any other rights or remedies a party may be entitled to under this Contract and the Official Bid Documents, or under any law, and shall neither affect any accrual of rights or liabilities of either party nor the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after pre-termination or termination.

ARTICLE VI
VENUE OF ACTIONS

6.1 Any dispute arising from this Contract which cannot be resolved amicably by the contracting parties **shall be tried** in the proper court of the **City of Quezon only**, to the exclusion of all other venues.

IN WITNESS WHEREOF, the parties have signed this agreement on the date and place first above-stated.

National Council on Disability Affairs

<hr/>	<hr/>
ENGR. EMERITO L. ROJAS	
For the PROCURING ENTITY	SUPPLIER

SIGNED IN THE PRESENCE OF:

<hr/>	<hr/>
DANDY VICTA	
Project Evaluation IV	

CERTIFIED FUNDS AVAILABLE:

<hr/>
FELICIA B. HERMOGENES
Accountant III

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
Quezon City, Metro Manila) S.S.

BEFORE ME, a Notary Public, for and in Quezon City, Metro Manila, personally appeared the following individuals, bearing their respective identification documents as follows:

<i>Name</i>	<i>Identification Document/No.</i>	<i>Place/Date of Issue</i>
-------------	------------------------------------	----------------------------

MR. EMERITO L. ROJAS

known to me and to me known to be the same individuals who executed the foregoing Contract and acknowledging to me that the same is their free act and deed and that of the judicial entities that they respectively represent.

This Contract consisting of 5 pages including the page whereon this Acknowledgment is written, has been signed on each and every page hereof by the parties hereto and their instrumental witnesses, and sealed by my notarial seal.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal this _____day of _____, 2021 in Quezon City, Metro Manila, Philippines.

NOTARY PUBLIC

Doc No. ____;
Page No. ____;
Book No. ____;
Series of 2021

FORM IX - K

Form of Performance Security (Bank Guarantee)

To : *[Name of PROCURING ENTITY]*
[Address of PROCURING ENTITY]

WHEREAS, *[insert name and address of Supplier]* (hereinafter called the "Supplier") has undertaken, in pursuance of Contract No. *[insert number]* dated *[insert date]* to execute *[insert name of contract and brief description]* (hereinafter called the "Contract");

AND WHEREAS, it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS, we have agreed to give the Supplier such a Bank Guarantee;

NOW THEREFORE, we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Supplier, up to a total of *[insert amount of guarantee]* proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of *[insert amount of guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Supplier before presenting us with the demand.

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

This guarantee shall be valid until the date of your issuance of the Notice of Final Acceptance.

SIGNATURE AND SEAL OF THE GUARANTOR

NAME OF BANK

ADDRESS

DATE

(The following form must be filled out and submitted; recopying/retyping this form is not allowed and may be a ground for disqualification)

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

PERFORMANCE SECURING DECLARATION

ITB No. 2021-05: Procurement of Anti-Virus for NCDA

To : **NATIONAL COUNCIL ON DISABILITY AFFAIRS (NCDA)**
NCDA Bldg., Isidora St., Brgy. Holy Spirit, Quezon City

I/We, the undersigned, declared that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacture/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of (10) 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 the 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 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 _____ 20__ at _____.

Affiant/s [Name/s and Signature/s of the Bidder's Authorized Representative and
his/her/their legal capacity/ies]

Name of Bidder Represented

SUBSCRIBED AND SWORN to before me this ____ day of June 2021 at Quezon City., Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her/their Competent Evidence of Identity.

Name	ID No.	Issued At	Issued On
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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