



PHILIPPINE BIDDING DOCUMENTS

Supply and Delivery of Desktop Computers

Government of the Republic of the Philippines

BID REFERENCE NO. 2025 - 001

Preface

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines for use by any branch, constitutional commission or office, agency, department, bureau, office, or instrumentality of the Government of the Philippines, National Government Agencies, including Government-Owned and/or Controlled Corporations, Government Financing Institutions, State Universities and Colleges, and Local Government Unit. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the Approved Implementing Rules and Regulations of RA 12009.

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

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

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

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

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

Table of Contents

Glossary of Acronyms, Terms, and Abbreviations	4
Section I. Invitation to Bid.....	7
Section II. Instructions to Bidders.....	11
1. Scope of Bid	12
2. Funding Information.....	12
3. Bidding Requirements	12
4. Corrupt, Fraudulent, Collusive, and Coercive Practices.....	12
5. Eligible Bidders.....	12
6. Origin of Goods	13
7. Subcontracts	13
8. Pre-Bid Conference	13
9. Clarification and Amendment of Bidding Documents	13
10. Documents comprising the Bid: Eligibility and Technical Components	14
11. Documents comprising the Bid: Financial Component	14
12. Bid Prices	14
13. Bid and Payment Currencies	15
14. Bid Security	15
15. Sealing and Marking of Bids	16
16. Deadline for Submission of Bids	16
17. Opening and Preliminary Examination of Bids	16
18. Domestic Preference	16
19. Detailed Evaluation and Comparison of Bids	16
20. Post-Qualification	17
21. Signing of the Contract	17
Section III. Bid Data Sheet	18
Section IV. General Conditions of Contract	25
1. Scope of Contract	26
2. Advance Payment and Terms of Payment	26
3. Performance Security	26
4. Inspection and Tests	26
5. Warranty	27
6. Liability of the Supplier	27
Section V. Special Conditions of Contract	28
Section VI. Schedule of Requirements	32
Section VII. Technical Specifications	33
Section VIII. Checklist of Technical and Financial Documents	37

Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid

Notes on the Invitation to Bid

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 50 of the Approved Implementing Rules and Regulations of RA 12009.

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 SUPPLY AND DELIVERY OF DESKTOP COMPUTERS

BID REFERENCE NO. 2025 - 001

APPROVED BUDGET FOR THE CONTRACT (ABC): PHP 19,585,250.00

1. The **National Council on Disability Affairs (NCDA)** through the **General Appropriation Act (GAA) FY 2025** intends to apply the sum of **Nineteen Million Five Hundred Eighty-Five Thousand Two Hundred Fifty Pesos (P19,585,250.00)** **Only** being the ABC to payments under the contract for the **Supply and Delivery of 391 Desktop Computers**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The NCDA now invites bids for the above Procurement Project. Delivery of Goods is required **within forty five (45) calendar days upon receipt of the Notice to Proceed**. Bidders should have completed, within **five (5) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "*pass/fail*" criterion as specified in the Section 59 of the Approved Implementing Rules and Regulations of RA 12009.
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.
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 - Fridays, 8:00am - 5:00pm).
6. A complete set of Bidding Documents may be acquired by interested Bidders on **May 23, 2025** 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 *Twenty-Five Thousand Pesos Only (PhP 25,000.00)*. 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 **June 5, 2025, 10:00am** at NCDA Building, MPH and/or video conferencing or webcasting via Google Meet [<https://meet.google.com/unr-vwaw-evx>], 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 **June 17, 2025, 11:30am**. 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 **June 17, 2025, 1:30pm** at MPH, NCDA Building, Isidora St., Brgy. Holy Spirit, Quezon City and/or via Google Meet. 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	May 23, 2025
Issuance and Availability of Bidding Documents	May 23, 2025
Pre-Bid Conference	Jun 5, 2025 , 10:00am
Deadline submission and Receipt of Bids	Jun 17, 2025 11:30am
Opening of Bid and Bid Evaluation	Jun 17, 2025 1:30pm
Post Qualification	Jun 18 - 20, 2025
Approval of Resolution / Issuance of Notice of Award	Jun 23, 2025
Contract preparation & Signing	Jun 25, 2025
Issuance of Notice to Proceed	Jun 25, 2025

12. The **NCDA** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 70 of the Approved Implementing Rules and Regulations of RA 12009, without thereby incurring any liability to the affected bidder or bidders.
13. For further information, please refer to:
BAC Secretariat
Finance and Administrative Divisions, 2nd Floor NCDA Building,
Isidora St., Brgy. Holy Spirit, Quezon City
Cell Phone No.: 09438305841; Landline No.: 5310-4760
Email Address: bacsec@ncda.gov.ph

You may visit the following websites:

For downloading of Bidding Documents: www.ncda.gov.ph

Original Signed
EXEQUIEL A. FRANCISCO
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

The Procuring Entity, *National Council on Disability Affairs (NCDA)* wishes to receive Bids for the *Supply and Delivery of Desktop Computers* with Bid Reference number *2025 - 001*.

2. Funding Information

2.1. The GOP through the source of funding as indicated below for *FY 2025* in the amount of *Nineteen Million Five Hundred Eighty-Five Thousand Two Hundred Fifty Pesos (P19,585,250.00) Only*.

2.2. The source of funding is General Appropriations Act Fund FY 2025.

3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of the Approved Implementing Rules and Regulations of RA 12009, 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, an SLCC that is similar to the procurement project to be bid, and whose value, adjusted to current prices using the Philippine Statistics Authority (PSA) consumer price indices, must be at least fifty percent (50%) of the ABC. It may allow bidders to present a combination of contracts completed within the same period, provided their total value is at least fifty percent (50%) of the ABC, thus: a) The bidder should have completed at least one (1) similar contract amounting to at least 25% of the ABC; and b) The bidder should have completed other contracts, whether similar or not, with an aggregate amount of at least 25% of the ABC.
- 5.3. The Bidders shall comply with the eligibility criteria under Section 52.4 of the Approved Implementing Rules and Regulations of RA No. 12009.

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

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 **MPH, NCDA Building, Isidora St., Brgy. Holy Spirit, Quezon City** and/or through Google Meet [<https://meet.google.com/unr-vwaw-evx>] as indicated in paragraph 7 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.2 should have been completed within five (5) years prior to the deadline for the submission and receipt of bids, Pursuant to, an SLCC that is similar to the procurement project to be bid, and whose value, adjusted to current prices using the Philippine Statistics Authority (PSA) consumer price indices, must be at least fifty percent (50%) of the ABC. It may allow bidders to present a combination of contracts completed within the same period, provided their total value is at least fifty percent (50%) of the ABC, thus: a) The bidder should have completed at least one (1) similar contract amounting to at least 25% of the ABC; and b) The bidder should have completed other contracts, whether similar or not, with an aggregate amount of at least 25% of the ABC.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 79.6 of the Approved Implementing Rules and Regulations of RA 12009.
- 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 60.2 of the Approved Implementing Rules and Regulations of RA 12009.

12. Bid Prices

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

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

- i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
- ii. The cost of all customs duties and sales and other taxes already paid or payable;
- iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
- iv. The price of other (incidental) services, if any, listed in the **BDS**.

b. For Goods offered from abroad:

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

13. Bid and Payment Currencies

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

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

14. Bid Security

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

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.

- 14.2. The Bid and bid security shall be valid until **120 calendar days from the Bid Opening.** Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

Each Bidder shall submit **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 corrupted shall be considered non-responsive and, thus, automatically disqualified.

16. Deadline for Submission of Bids

- 16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 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 paragraph 10 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 58.4 of the Approved Implementing Rules and Regulations of RA 12009 shall prevail.

- 17.2. The preliminary examination of bids shall be governed by Section 59 of the Approved Implementing Rules and Regulations of RA 12009.

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 79 of the Approved Implementing Rules and Regulations of RA 12009.

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC

shall consider the conditions in the evaluation of Bids under Section 59 of the Approved Implementing Rules and Regulations of RA 12009.

- 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 14 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 52.4.1.4 of the Approved Implementing Rules and Regulations of RA 12009. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as **one (1) 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 52.4.1.5 of the Approved Implementing Rules and Regulations of RA 12009, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

- 20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Most Economically Advantageous 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 66.5.c of the Approved Implementing Rules and Regulations of RA 12009 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. <i>Supply and Delivery of Desktop Computers.</i></p> <p>b. completed within five (5) years prior to the deadline for the submission and receipt of bids.</p>												
7.1	Subcontracting is not allowed.												
10	<p>Instructions regarding indexing of Eligibility and Technical Components:</p> <p>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.</p> <p>The first envelope (Technical Component) shall contain the eligibility and technical documents. The bidder shall submit the documents provided in Section VIII (Checklist of Technical and Financial Documents) and must be <i>properly indexed</i> as follows:</p> <table border="1" data-bbox="357 1003 1380 2022"> <tr> <th colspan="2">ENVELOPE NO. 1 TECHNICAL COMPONENT</th></tr> <tr> <th></th><th>CLASS "A" DOCUMENTS</th></tr> <tr> <th>INDEX TABS</th><td>LEGAL DOCUMENTS</td></tr> <tr> <td>I - 1</td><td>Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages)</td></tr> <tr> <th></th><th>TECHNICAL DOCUMENTS</th></tr> <tr> <td>I-2</td><td> <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</p> </td></tr> </table>	ENVELOPE NO. 1 TECHNICAL COMPONENT			CLASS "A" DOCUMENTS	INDEX TABS	LEGAL DOCUMENTS	I - 1	Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages)		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</p>
ENVELOPE NO. 1 TECHNICAL COMPONENT													
	CLASS "A" DOCUMENTS												
INDEX TABS	LEGAL DOCUMENTS												
I - 1	Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages)												
	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</p>												

		<p>Proceed (NTP)</p> <p>(For private contracts, NOA or NTP shall not be required.) (See sample form in Section IX)</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 Section 52.4.1.3 of the Implementing Rules and Regulations of the New Government Procurement Law or Republic Act No. 12009, 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.) (See sample form in Section IX)</p>
	I-4	<p>Bid Security in any form. 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)</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 (Accomplish/use form in Section VI)</p>
	I-6	<p>Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable</p>
	I-6-a, I-6-b, I-6-c, etc.	<p>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</p>
	I-7	<p>Original duly signed and notarized 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</p>
	I-8	<p>Company profile which shall include information on the</p>

		<p>number of years in the business and the list of its officers.</p> <p>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.</p>
	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>
	<p>Instructions regarding indexing of financial documents: The second envelope shall contain documents comprising the financial component of the bid indexed as follows:</p>	
	INDEX TABS	FINANCIAL DOCUMENTS
	II-1	Original of duly signed and accomplished Financial Bid Form (see Form in Section IX).

	II-2 Original of duly signed and accomplished Bid Price Schedule (s) (original Form in Section IX must be submitted)
12	<i>No further instruction.</i>
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: <ul style="list-style-type: none"> a. The amount of not less than Php 391,705.00 (2%) of ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than Pph 979,262.50 (5%) of ABC, if bid security is in Surety Bond.
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> <div style="border: 1px solid black; padding: 10px; margin: 10px 0;"> <p style="text-align: center;">TECHNICAL COMPONENT</p> <p style="text-align: center;">BID FOR THE Supply and Delivery of Computers</p> <p style="text-align: center;">[COMPANY NAME] [COMPANY ADDRESS] [E-MAIL ADDRESS]</p> <p style="text-align: center;">MR. EXEQUIEL A. FRANCISCO Chairperson NCDA BIDS AND AWARDS COMMITTEE</p> <p style="text-align: center;">DO NOT OPEN BEFORE 1:30 p.m., June 17, 2025</p> <p>Check one:</p> <p style="margin-left: 40px;">Original - Technical Component Copy No. 1 - Technical Component Copy No. 2 - Technical Component</p> </div>

	<p style="text-align: center;">FINANCIAL COMPONENT</p> <p style="text-align: center;">BID FOR THE Supply and Delivery of Computers</p> <p style="text-align: center;">[COMPANY NAME] [COMPANY ADDRESS] [E-MAIL ADDRESS]</p> <p style="text-align: center;">MR. EXEQUIEL A. FRANCISCO Chairperson NCDA BIDS AND AWARDS COMMITTEE</p> <p style="text-align: center;">DO NOT OPEN BEFORE 1:30 p.m., June 17, 2025</p> <p>Check one:</p> <p style="padding-left: 40px;">Original - Technical Component Copy No. 1 - Technical Component Copy No. 2 - Technical Component</p> <p>The two envelopes shall be enclosed and sealed in one single envelope containing the following marking:</p> <div style="border: 1px solid black; padding: 10px; margin: 10px 0;"> <p style="text-align: center;">BID FOR THE Supply and Delivery of Computers</p> <p style="text-align: center;">[COMPANY NAME] [COMPANY ADDRESS] [E-MAIL ADDRESS]</p> <p style="text-align: center;">MR. EXEQUIEL A. FRANCISCO Chairperson NCDA BIDS AND AWARDS COMMITTEE</p> <p style="text-align: center;">DO NOT OPEN BEFORE 1:30 p.m., June 17, 2025</p> <p>Check one:</p> <p style="padding-left: 40px;">Original Copy No. 1 Copy No. 2</p> </div>
17	<p><i>Bid opening shall be conducted on June 17, 2025, 1:30 p.m. at the Multi-Purpose Hall, NCDA Building, Isidora St., Brgy. Holy Spirit, Quezon City and/or via Google Meet.</i></p>

	<p><i>The following are the rules to be observed:</i></p> <p><i>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 Google meet.</i></p> <p><i>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.</i></p> <p><i>c. The access link for the video conference will be sent to the declared e-mail address.</i></p> <p><i>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.</i></p> <p><i>The Opening of the Bids shall be conducted via video-conferencing and actual face to face meeting. Named members of the BAC shall be physically present during the opening of the bids to physically assess and evaluate the bids submission 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.</i></p>
17.2	<p><i>The preliminary examination of bids shall be governed by Section 61.3 and 61.4 of the Approved Implementing Rules and Regulations of RA 12009. (See annex A for the Criteria)</i></p>
19.3	<p><i>One (1) Lot - Supply and Delivery of Desktop Computers</i></p>
20.2	<p><i>For purposes of post-qualification, the Procuring Entity requires the Bidder with the Most Economically Advantageous Bid (MEARB) 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 MEAB:</i></p> <p><i>1. The latest income tax returns and business tax returns filed and paid through the BIR Electronic Filing and Payment System (EFPS):</i></p> <p><i>Note: The latest income and business tax returns are those within the last six (6) months preceding the date of bid submission.</i></p> <p><i>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.</i></p> <p><i>3. Other appropriate licenses and permits required by law.</i></p>
21.2	<p><i>No further instruction.</i></p>

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 12009 and its Approved Implementing Rules and Regulations, 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 112 and 74.2 of the Approved Implementing Rules and Regulations of the RA 12009 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 Section 71.1.5 of the Approved Implementing Rules and Regulations of the RA 12009.

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

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 68 of the Approved Implementing Rules and Regulations of the RA 12009.

4. Inspection and Tests

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

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

5. Warranty

- 5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 90 of the Approved Implementing Rules and Regulations of the RA 12009.
- 5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

Section V. Special Conditions of Contract

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>In case of Goods supplied from abroad, the delivery terms applicable to the Contract are DDP delivered at GPPB-TSO New Building at UP Compound, Commonwealth Avenue, Diliman, Quezon City. In accordance with INCOTERMS.”</p> <p>In case of Goods supplied from within the Philippines, the delivery terms applicable to this Contract are delivered to GPPB-TSO New Building at UP Compound, Commonwealth Avenue, Diliman, Quezon City. 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> <ul style="list-style-type: none"> a. <i>performance or supervision of on-site assembly and/or start-up of the supplied Goods;</i> b. <i>furnishing of tools required for assembly and/or maintenance of the supplied Goods;</i> c. <i>furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; and</i> d. <i>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.</i>

	<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; and b. 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; and ii 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 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 one (1) side as follows:</p> <p>Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM 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, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit. 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>
	<p>Payment shall be made through Land Bank's LDDAP-ADA/Bank Transfer facility, minimum of thirty (30) days after the submission of Billing and User Acceptance of the product. Bank Transfer fee shall be charged against the creditor's account.</p>
	<p><i>The supplier shall send at least two (2) IT technicians as support for the inspection and testing of the computers.</i></p>

Section VI. Schedule of Requirements

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

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
1	Supply and Delivery of Desktop Computers including all other peripherals required under Section VII. Technical Specifications	391 units	1 Lot	Within 45 calendar days upon receipt of the Notice to Proceed

I hereby verify to comply with all the above requirements.

Signature over the printed name of the authorized representative

Company name

Date

Section VII. Technical Specifications

[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]

This form itself must be submitted.

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

Technical Specifications

Item	Specification	Statement of Compliance	Offer	Supporting Documents to be Submitted (Please indicate the page no. and paragraph no. in your proposal)
	<p>A. Desktop Computers Minimum Technical Specification:</p> <ol style="list-style-type: none"> 1. Quantity: 391 Units 2. Type: Desktop Computer 3. Microprocessor: At least Intel Core i5-13500 or higher or equivalent; latest Intel Chipset and Graphics 4. Memory: At least 16GB DDR4 or higher or equivalent 5. Graphics Card: Integrated Graphics 6. Hard Disk: At least 1 TB 7200 RPM; 256GB Solid-State Drive (SSD) NVMe M.2 7. Network and Wireless Connectivity; Bluetooth at least 5.1 8. Input / Output Ports: 2xUSB 3.2; 1xUSB-C 3.2 Gen1; 3xUSB Rear Panel; 1xheadphone/microphone combo jack (3.5mm); 1xHDMI Port; 1xDisplay Port 9. Display: LCD Monitor 21" IPS 10. Sound and Microphone: Integrated/built-in high-definition audio system and microphone 11. Peripherals: Wired Keyboard and Mouse 			

	<p>same brand as the computer</p> <p>12. Software: Pre-installed Windows 11 Pro, 64-bit with activated and updated Windows Defender; Microsoft Office.</p> <p>13. Environment: With Eco labels such as but not limited to Energy Star, EPEAT, TCO, 80 Plus, and CEC Environmental Protection. The supplier shall submit a copy of certification for this purpose.</p> <p>14. Warranty: At least 3-years on all parts and labor/services. At least 3years on-site Metro Manila . The Supplier shall provide a call center (tollfree) or contact number of technical assistances within working hours available from Mondays to Fridays.</p>			
	<p>Other Requirements:</p> <p>1.The Supplier shall have an authorized Certificate of Distributorship and shall have the authority to extend the warranty from the original equipment manufacturer or OEM of the computer.</p> <p>2.The Supplier shall deliver recognized brand of computer and has been marketed in the Philippines for the last twenty (20) years. Brand should have technical support services in the Philippines.</p> <p>3.The Supplier shall have a product website</p>			

	<p>that can be viewed easily by the End-user.</p> <p>4.The supplier must have NO reports recurring technical issues with products supplied to government agencies.</p> <p>5.The computers and its peripherals shall be brand new and free from any defects.</p> <p>6.The computers shall be a derived model that is readily available in the Philippine market and not a cloned unit or custombuilt.</p> <p>7.The Supplier shall ensure the availability of spare parts and components, for the computer, for a period of five (5) years, thus, the equipment to be delivered shall not be an end-of-life (EOL) model at the time of the bidding.</p> <p>8.The Supplier shall deliver equipment made with sustainable materials, energy-efficient power supply, and with recyclable packaging.</p>			
--	--	--	--	--

*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.*

Signature over the printed name of the authorized representative

Company 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 59 of the Approved Implementing Rules and Regulations of RA 12009.

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- ☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) **in accordance with Section 8.5.2 of the IRR;**

Technical Documents

- ☐ (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- ☐ (c) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 52.4.1.3 of the Approved Implementing Rules and Regulations of RA No. 12009, within the relevant period as provided in the Bidding Documents; **and**
- ☐ **(d)** Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission **or** Original copy of Notarized Bid Securing Declaration; **and**
- ☐ (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- ☐ **(f)** Original duly signed and notarized Omnibus Sworn Statement (OSS) **and** if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- ☐ **(g)** The prospective bidder’s computation of Net Financial Contracting Capacity (NFCC) **or** A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.
- ☐ (h) 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

II. FINANCIAL COMPONENT ENVELOPE

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

Other documentary requirements under RA No. 12009 (as applicable)

- ☐ (k) *[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.

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

Supply and Delivery of Desktop Computers

MEARB Criteria

- **Bidder Name:** _____

Evaluation Criteria

Criteria	Weight (%)	Bidder Score
Technical Specifications	(60%)	
Processor (Higher) Microprocessor: At least Intel Core i5-13500 or higher or equivalent; latest Intel Chipset and Graphics	(10%) Max. = 10, Min. = 6	
Memory: At least 16GB DDR4 or higher or equivalent	(10%) Max. = 10, Min. = 6	
Hard Disk: At least 1 TB 7200 RPM; 256GB Solid-State Drive (SSD) NVMe M.2	(10%) Max. = 10, Min. = 6	
Graphics Card: Integrated Graphics Network and Wireless Connectivity; Bluetooth at least 5.1 Input / Output Ports: 2xUSB 3.2; 1xUSB-C 3.2 Gen1; 3xUSB Rear Panel; 1xheadphone/microphone combo jack (3.5mm); 1xHDMI Port; 1xDisplay Port	(5%) Max. = 5, Min. = 3	
Display: LCD Monitor 21" IPS	(5%) Max. = 5, Min. = 3	
Software: Pre-installed Windows 11 Pro, 64-bit with activated and updated Windows Defender; Microsoft Office.	(10%) Max. = 10, Min. = 6	
Environment: With Eco labels such as but not limited to Energy Star, Environmental Protection. The supplier shall submit a copy of certification for this purpose.	(2%) Max. = 2, Min. = 1	
Warranty: At least 3-years on all parts and labor/services. At least 3years on-site (Metro Manila. The Supplier shall provide a call center	(5%) Max. = 5, Min. = 2	

Criteria	Weight (%)	Bidder Score
(tollfree) or contact number of technical assistance within working hours available from Mondays to Fridays.		
Delivery Time	(3%) Max. = 3, Min. = 1	
2. Price proposal	40%	
Total	100%	

Quality

- Passing rate: 34%



Section IX. Bidding Forms

TABLE OF CONTENTS

List of all Ongoing government & Private Contracts including	
Contracts Awarded but not yet started	44
Statement of Single Largest completed Contract	
which are similar in nature	45
Financial Bid Form	46
Bid Price Schedule	48
Omnibus Sworn Statement	49
Bid Securing Declaration	52
Form of Bid Security (Bank Guarantee)	54
Net Financial Contracting Capacity (NFCC) Form	55
Credit Line Form	56
Contract Agreement Form	58
Form of Performance Security (Bank Guarantee)	64
Performance Securing Declaration	65

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 : _____

Sample form only.

FINANCIAL BID FORM

Date: _____

Project Identification No: _____

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: _____

FORM IX - D

(The following form must be filled out and submitted)

Bid Price Schedule

Procurement of Desktop Computers ABC = ₱ 19,585,250.00				
ITEM SPECIFICATION	UOM	QTY	Unit Price	Total Amount
I. Desktop Computer Brand and Model Offered: _____ _____ _____	Unit	391	P	P
GRAND TOTAL: (inclusive of VAT)				P
Amount in Words: 				

Name:

Legal Capacity:

Signature:

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

FORM IX - E

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

REPUBLIC OF THE PHILIPPINES)

CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:

1. [Select one, delete the other:]

[If a sole proprietorship:] I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder];

[If a partnership, corporation, cooperative, or joint venture:] I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];

2. [Select one, delete the other:]

[If a sole proprietorship:] As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;

[If a partnership, corporation, cooperative, or joint venture:] I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable:));

3. [Name of Bidder] is not “blacklisted” or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting:**

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

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

6. *[Select one, delete the rest:]*

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a partnership or cooperative:] None of the officers and members of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a corporation or joint venture:] None of the officers, directors, and controlling stockholders of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
- Carefully examining all of the Bidding Documents;
 - Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

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

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

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

FORM IX - F

This form itself must be submitted.

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

BID-SECURING DECLARATION

ITB No. 2025 - 001 : SUPPLY AND DELIVERY OF DESKTOP COMPUTERS

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any 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 Bid/Most Economically Advantageous and Responsive Bid/Most Advantageous and Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this ____ day of June, 2025 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 2025 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: _____

FORM IX - I

Credit Line Form

Date: _____

GLENDA D. RELOVA

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 _____,
20__ in the City of _____. Affiant exhibiting to me his/her Valid
Identification _____, Number _____.

NOTARY PUBLIC

Doc. No.:

Page No.:

Book No.:

Series of _____

FORM IX - J

Draft

CONTRACT AGREEMENT FORM

CONTRACT FOR THE SUPPLY AND DELIVERY OF DESKTOP COMPUTERS

KNOW ALL MEN BY THESE PRESENTS:

This Contract, made and entered into in Quezon City, Philippines, this ____ day of _____, 20__ 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, **MS. GLENDA D. RELOVA**, 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;

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) lot of desktop computers must be delivered within forty five (45) days 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

GLEND A D. RELOVA

For the PROCURING ENTITY

SUPPLIER

SIGNED IN THE PRESENCE OF:

DANDY VICTA

OIC - DEPUTY EXECUTIVE DIRECTOR

CERTIFIED FUNDS AVAILABLE:

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>
GLEND A. RELOVA		

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 6 pages including the page whereon this Acknowledgement 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 _____, 20____ in Quezon City, Metro Manila, Philippines.

NOTARY PUBLIC

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

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

FORM IX - L

(The following form must be filled out and submitted)

REPUBLIC OF THE PHILIPPINES)

CITY OF _____) S.S.

PERFORMANCE SECURING DECLARATION

ITB No. 2025-001: Supply and Delivery of Desktop Computers

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/manufacturer/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 _____ 20__ 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 ____.