



REPUBLIC OF THE PHILIPPINES  
Department of Health  
**NATIONAL CENTER FOR MENTAL HEALTH**  
Nueve de Febrero Street, Mandaluyong City, Philippines  
**BIDS AND AWARDS COMMITTEE**



Telephone No. 531-9001 loc. 242

Telefax No. 5318318

E-mail: bacncmh@yahoo.com

Website: www.ncmh.gov.ph

## CHECKLIST FOR BIDDERS

Project: **Public Bidding for the Rental / Lease of (145) units of Desktop Computer CY 2021**

Approved Budget for the Contract (ABC):

**PhP 6,960,000.00**

Date/Time and Venue of Opening of Bids:

**December 14, 2020, 09:00 AM**

**BAC Conference Room, NCMH-Compound**

### Instructions:

1. A bidder must submit one (1) original during submission and opening of bids and two (2) additional copies of the original are requested to be submitted on the submission of the additional requirements for post qualification. All documents shall be current and updated.
2. The "ORIGINAL" copy of the bid form shall be typed or written in ink and shall be signed by the bidder or its duly authorized representative.
3. To facilitate the evaluation of the bids, bidders are advised to compile the documents in two (2) separate folders (i.e., one for Eligibility/Technical Documents and another for Financial Documents), properly labelled and tabbed, and following the sequence provided herein.

### CHECKLIST OF TECHNICAL AND FINANCIAL DOCUMENTS' ENVELOPE

#### I. TECHNICAL COMPONENT ENVELOPE

##### CLASS "A" DOCUMENTS

##### A. LEGAL DOCUMENTS

- (1) REGISTRATION CERTIFICATE FROM PHILIPPINE GOVERNMENT ELECTRONIC PROCUREMENT SYSTEM (PHILGEPS) – Platinum Membership; or
- (2) BUSINESS REGISTRATION CERTIFICATE from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives, or any proof of such registration as stated in the BDS; and
- (3) MAYOR'S PERMIT (valid and current) issued by the city or municipality where the principal place of business of the prospective bidder is located; and
- (4) TAX CLEARANCE CERTIFICATE (valid and current) for Bidding Purposes, per Executive Order No. 398, s. 2005, as finally reviewed and approved by BIR.

##### B. TECHNICAL DOCUMENTS

- (1) Statement of ALL ITS ON-GOING 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, using the form prescribed in Annex: Bidding Forms; and

*\*All spaces should be filled up with correct information.*

- (2) Statement of the Bidder's SINGLE LARGEST COMPLETED CONTRACT (SLCC)\* similar to the contract to be bid, in accordance with ITB Clause 5.4 and using the form prescribed in Annex: Bidding Forms.

**NOTE:** Similar project refers to "Rental of Desktop Computer", costing at least fifty percent (50%) of the ABC.

*\*All spaces should be filled up with correct information.*

(3) **BID SECURITY** in any of the following form:

- (3.1) **Notarized Bid Securing Declaration**, using the form prescribed in Annex: Bidding Forms; or
- (3.2) **Cash, Cashier's/Manager's Check**, issued by a Universal or Commercial Bank (not less than 2% of the ABC); or
- (3.3) **Bank Draft/Guarantee or an irrevocable Letter of Credit** issued by a Universal or Commercial Bank, or by a foreign bank but shall be accompanied by a confirmation from a Universal or Commercial Bank(not less than 2% of the ABC); or
- (3.4) **Surety Bond, callable upon demand** [issued by a surety or insurance company, with a certification from the Insurance Commission as authorized to issue such instrument](not less than 5% of the ABC).
- (4) Conformity to **TECHNICAL SPECIFICATIONS**, using the prescribed form in Section VII of the Bidding Documents and showing compliance to each item description provided for by NCMH;
- (5) **Notarized OMNIBUS SWORN STATEMENT** in accordance with Section 25.3 of the IRR of RA 9184, using the form prescribed in Annex: Bidding Forms.
- (6) **AUTHORITY OF THE SIGNATORY**, whichever is applicable:
  - (a) Special Power of Attorney, in case of single proprietorship.
  - (b) Resolution from the General Manager or President, if partnership.
  - (c) Board resolution with Secretary's Certificate, in case of Corporation.
  - (d) Resolution signed by all the joint-venture partners, in case of Joint-Venture.

#### **FINANCIAL DOCUMENTS**

- (7) **The Supplier's AUDITED FINANCIAL STATEMENTS**, showing among others the 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 date of bid submission. (CY 2019 with comparative statement CY 2019 and CY 2018).
- (8) Duly signed **NET FINANCIAL CONTRACTING CAPACITY (NFCC) COMPUTATION**, in accordance with ITB Clause 5.5, or a commitment from a Universal **OR** Commercial Bank to extend a Credit Line in favor of the prospective bidder if awarded the contract to be bid.

#### **CLASS "B" DOCUMENTS: IF APPLICABLE —**

- (9) **JOINT VENTURE AGREEMENT (JVA)**, in case the joint venture is already in existence; or  
In the absence of a JVA, **Duly Notarized Statements** (i.e., Protocol/Undertaking of Agreement) from all the potential joint venture partners should be included in the bid, stating: *That*, they will enter into and abide by the provisions of the JVA in the event that the bid is successful; and *That*, failure to enter into a joint venture in the event of a contract award shall be ground for the forfeiture of the bid security (Section 23.1(b) of the 2016 Revised IRR).

#### **NOTES:**

- (a) The JVA or the Protocol must specify the company/partner and the name of the office

designated as the authorized representative of the joint venture.

- (b) Each partner of the joint venture shall submit their respective Legal (I.A) —Eligibility Documents.
- (c) The submission of technical and financial eligibility documents by any of the joint venture partners constitutes compliance: *Provided that*, the partner responsible to submit the NFCC shall likewise submit the Statement of all of its ongoing contracts and latest Audited Financial Statements.  
**\*\*\*\*IF NOT APPLICABLE INDICATE IN A SEPARATE SHEET WITH TABBING THAT JOINT VENTURE AGREEMENT IS NOT APPLICABLE\*\*\*\***

**FINANCIAL COMPONENT ENVELOPE**

- (1) Original of duly signed and completed **FINANCIAL BID FORM. And**
- (2) Original of duly signed and completed **PRICE SCHEDULE FORM.**

**Note well:**

1. Any missing, incomplete, or patently insufficient document in the above-mentioned checklist shall be considered "FAILED" (as per Rule IX, Sec. 30.1 of R.A. No. 9184).
2. In case of discrepancies between this checklist and the bidding documents the latter shall prevail.

The above checklist was discussed and agreed upon by the members of the NCMH Bids and Awards Committee in consultation with its Technical Working Group, including the proponent /end-user/ implementing unit.



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## SECTION II: INSTRUCTION TO BIDDERS

### 1. Scope of Bid

The Procuring Entity, **NATIONAL CENTER FOR MENTAL HEALTH**, wishes to receive Bids for the **RENTAL / LEASE OF (145) ONE HUNDRED FORTY FIVE UNITS OF DESKTOP COMPUTER CY 2021**.

The Procurement Project (referred to herein as "Project") is composed of:

CATEGORY	PROPOSED BUDGET FOR THE CONTRACT (ABC)
<b>Public Bidding for the Rental / Lease of (145) One Hundred Forty Five Units of Desktop Computer CY 2021</b>	<b>Php 6,960,000.00</b>

the details of which are described in Section VII (Technical Specifications).

### 2. Funding Information

2.1 The GOP through the source of funding as indicated below for GAA CY 2021 in the amount of **Php 6,960,000.00**

2.2 The source of funding is:

- a. **NGA, the National Expenditure Program.**

### 3. Bidding Requirements

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

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

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

### 4. Corrupt, Fraudulent, Collusive, and Coercive Practices

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive,

coercive, and obstructive practices defined under Annex "I" of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

## 5. Eligible Bidders

5.1 Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

5.2 *[Select one, delete other/s]*

- a. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
  - i. When a Treaty or International or Executive Agreement as Provided in Section 4 of the RA No. 9184 and its revised IRR allow foreign bidders to participate;
  - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
  - iii. When the Goods ought to be procured are not available from local suppliers; or
  - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- b. Foreign ownership limited to those allowed under the rules may participate in this Project.

5.3 Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No. 9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

*[Select one, delete the other/s]*

- a. **For the procurement of Non-expendable Supplies and Services: The Bidders must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.**
- b. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.
- c. For procurement where the Procuring Entity has determined, after the conduct of market research, the imposition of either (a) or (b) will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding: the Bidder should comply with the following requirements: *[Select either failure or monopoly of bidding based on market research conducted]*
  - i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least *fifty percent (50%) in the case of non-expendable supplies and services or twenty-five (25%) percent in the case of expendable supplies* of the ABC for this Project; and

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

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

## 6 Origin of Goods

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

## 7 Subcontracts

- Subcontracting is not allowed

## 8 Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on **December 2, 2020 (Wednesday) – 9:00 AM, at BAC Conference Room, Procurement Section of the National Center for Mental Health** as indicated in paragraph 6 of the IB.

## 9 Clarification and Amendment of Bidding Documents

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

## 10 Documents comprising the Bid: Eligibility and Technical Components

- 10.1 The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2 The Bidder's SLCC as indicated in ITB Clause 5.3 should have been completed *within [state relevant period as provided in paragraph 2 of the IB]* prior to the deadline for the submission and receipt of bids.
- 10.3 If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13 – 2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

## 11 Documents comprising the Bid: Financial Component

- 11.1 The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2 If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.

- 11.3 Any bid exceeding the ABC indicated in paragraph 1 of the IB shall not be accepted.
- 11.4 For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184
- 11.5 *Not applicable*

## 12 Bid Prices

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

- a. For Goods offered from within the Procuring Entity's country:
  - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
  - ii. The cost of all customs duties and sales and other taxes already paid or payable;
  - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
  - iv. The price of other (incidental) services, if any, listed in e.
- b. For Goods offered from abroad:
  - i. Unless otherwise stated in the BDS, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the BDS. In quoting the prices, the Bidder shall be free to use transportation, through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
  - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

12.2 *Not applicable*

## 13 Bid and Payment Currencies

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

13.2 Payment of the contract price shall be made in:

- a. Philippine Pesos.

## 14 Bid Security

- 14.1 The Bidder shall submit a Bid Securing Declaration<sup>2</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall not be less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2 The Bid and bid security shall be valid until *[120 calendars from the date of Submission and Opening of Bids]*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 14.3 *Not applicable*

## **15 Sealing and Marking of Bids**

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

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

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

## **16 Deadline for Submission of Bids**

- 16.1 The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.
- 16.2 *Not applicable*

## **17 Opening and Preliminary Examination of Bids**

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

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

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

## **18 Domestic Preference**

- 18.1 The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.
- 18.2 *Not applicable*

## **19 Detailed Evaluation and Comparison of Bids**

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



19.2 *Not applicable*

19.3 The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

19.4 The Project shall be awarded as follows:

*[Select one, delete the other/s]*

Option 1 – One Project having several items shall be awarded as one contract.

Option 2 – One Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.

Option 3 – One Project having several items, which shall be awarded as separate contracts per item.

*[Delete Options 2 and 3 if Framework Agreement will be used.]*

19.5 Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots of 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 of items participated in by the prospective Bidder.

## **20 Post-Qualification**

20.1 *[Include if Framework Agreement will be used:]*

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

## **21 Signing of the Contract**

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



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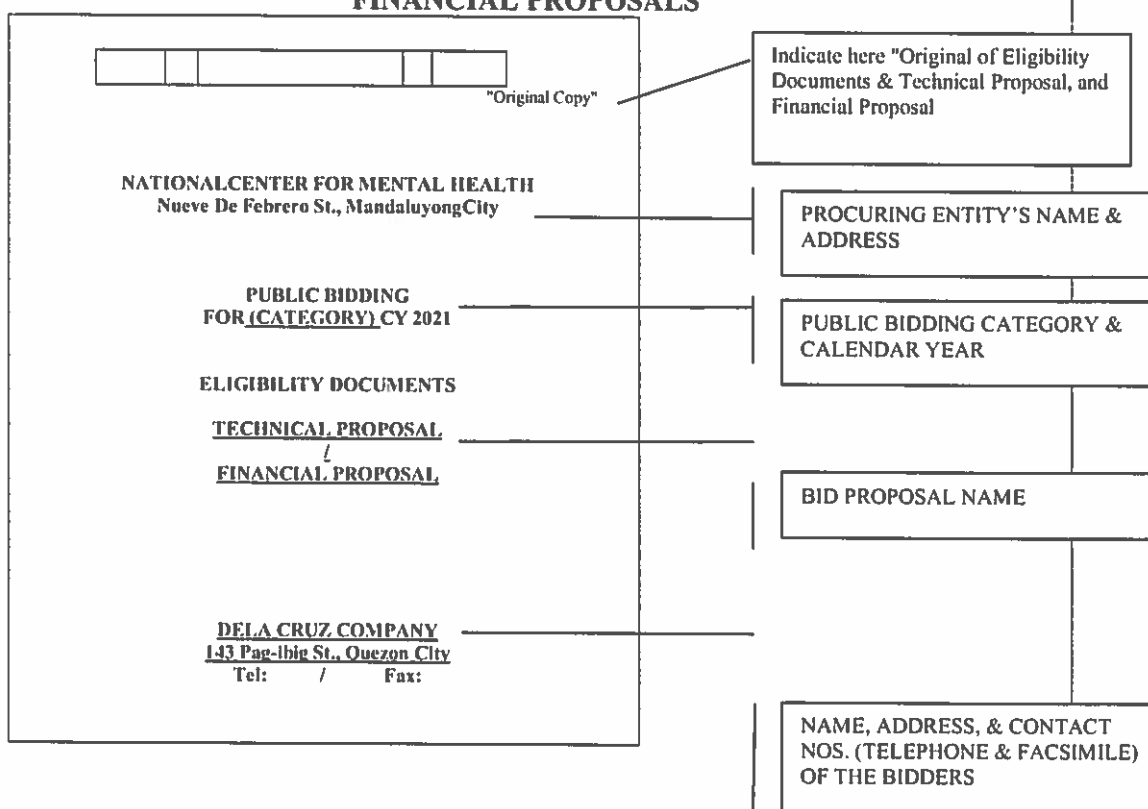
## SECTION III: BID DATA SHEET

ITB Clause					
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p><b>a. Public Bidding for the Rental / Lease of (145) One Hundred Forty Five Units of Desktop Computer CY 2021</b></p> <p>b. Completed within <i>two (2) years</i> prior to the deadline for the submission and receipt of bids.</p>				
7.1	Subcontracts is not allowed				
12	The Price of the Goods shall be quoted in Philippine Peso.				
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <p>a. The amount is not less than two percent (2%) of ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p>b. The amount is not less than five percent (5%) of ABC, if bid security in is Surety Bond.</p>				
16.	The Bid Securing Declaration, Performance Securing Declaration, Joint Venture Agreement or duly notarized statements from all the potential joint venture partners, Contract Agreement Form, and Omnibus Sworn Statement shall be notarized in accordance with the latest Rules on National Practice				
19.3	<p style="text-align: center;"><b>PUBLIC BIDDING FOR THE RENTAL / LEASE OF (145) ONE HUNDRED FORTY FIVE UNITS OF DESKTOP COMPUTER CY 2021</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">CATEGORY</th> <th style="text-align: center;">PROPOSED BUDGET FOR THE CONTRACT (ABC)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Public Bidding for the Rental / Lease of (145) One Hundred Forty Five Units of Desktop Computer CY 2021</td> <td style="text-align: center;">Php 6,960,000.00</td> </tr> </tbody> </table>	CATEGORY	PROPOSED BUDGET FOR THE CONTRACT (ABC)	Public Bidding for the Rental / Lease of (145) One Hundred Forty Five Units of Desktop Computer CY 2021	Php 6,960,000.00
CATEGORY	PROPOSED BUDGET FOR THE CONTRACT (ABC)				
Public Bidding for the Rental / Lease of (145) One Hundred Forty Five Units of Desktop Computer CY 2021	Php 6,960,000.00				
20.2	<p>Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that is submitted the Lowest Calculated Bid, the Bidder shall submit its</p> <p>a. Current and Valid Tax Clearance</p> <p>b. Latest Annual Income Tax Return (with corresponding eFPS Filing Reference Number and successful payment page or its equivalent proof of payment, if applicable).</p> <p>c. Certificate of Philgeps Registration (Platinum Membership)</p> <p>d. Current and Valid Mayor's Permit</p>				

21.2	<p>Additional contract documents relevant to the Project that is required by the Procuring Entity:</p> <ol style="list-style-type: none"> <li>a. <b>Notice of Award or Notice to Proceed or Contract</b> issued by the owners, as attachment for the Statement of the Prospective bidder of <b>All Its On Going Government and Private Contracts</b>.</li> <li>b. <b>Notice of Award or Contract</b> Issued by the owners, as attachment for the <b>Single Largest Completed Contract (SLCC)</b></li> <li>c. Certificate of Good Performance (For current service provider (NCMH), obtain certificate from End-User; For new bidder/s, obtain certificate from latest institution (End-User) with similar services)</li> </ol>
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The Eligibility Documents and Technical Proposal combined in one folder and the Financial Proposal in separate Folder (**WHITE FOLDER**). Each folder with fastener on top, with **Table of Contents and Tabs** (properly labeled according to the checklist for bidders issued).

### MARKING FOR ELIGIBILITY/TECHNICAL PROPOSALS / FINANCIAL PROPOSALS



**NOTE:** Color of Folder is **WHITE**

*Note: All tabbing shall be in words / title based on the Checklist.*

The Eligibility Documents & Technical Proposals shall be placed in one envelope and the Financial Proposal also placed in another envelope (WHITE). All envelopes shall have the following markings:

NAME OF THE PROCURING ENTITY'S BAC,  
PROCURING ENTITY'S NAME & ADDRESS

NCMH-BAC FOR *CATEGORY*  
NATIONALCENTER FOR MENTAL HEALTH  
Nueve de Febrero St., Mandaluyong City

PUBLIC RE-BIDDING FOR *CATEGORY*, CY 2021

PUBLIC BIDDING  
CATEGORY &  
CALENDAR YEAR

### MARKINGS FOR ENVELOPES

DELA CRUZ COMPANY  
143 Pag-Ibig St., Quezon City  
Tel: \_\_\_\_\_ / Fax: \_\_\_\_\_

DO NOT OPEN BEFORE: \_\_\_\_ / \_\_\_\_ : \_\_\_\_

NAME, ADDRESS & CONTACT NUMBERS (Telephone & Facsimile) OF THE BIDDER, "DO NOT OPEN" LABEL WITH THE DATE & TIME OF THE SUBMISSION & OPENING OF BIDS



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## **SECTION IV: GENERAL CONDITIONS OF THE CONTRACT**

### **1. Scope of Work**

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

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

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

### **2. Advance Payment and Terms of Payment**

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

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

### **3. Performance Security**

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

### **4. Inspection and Tests**

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section 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.

Special Conditions of the Contract

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

**5. Warranty**

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

6.2 The Procuring Entity shall promptly notify the Supplier in writing if 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.



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**SECTION V:**

**SPECIAL CONDITIONS OF CONTRACT**

GCC Clause	
1	<p><b>Delivery and Documents –</b></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 if this Contract shall be as follows:</p> <p>“The delivery terms applicable to this Contract are delivered to <i>Different Pavilion / Offices of the National Center for Mental Health</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <b>Mr. Rommel Rodriguez, Head - IHOMP</b>.</p> <p><b>Incidental Services –</b></p> <p>The Supplier is required to provide all of the following services, including additional services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <p><i>Select appropriate requirements and delete the rest.</i></p> <ul style="list-style-type: none"> <li>a. Performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. Furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>d. Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</li> <li>e. Training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</li> <li>f. <i>[Specify additional incidental service requirements, as needed.]</i></li> </ul> <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><b>Spare Parts –</b></p> <p>The Supplier is required to provide all of the following materials, notifications, and information</p>

	<p>pertaining to spare parts manufactured or distributed by the Supplier;</p> <p><i>Select appropriate requirements and delete the rest.</i></p> <ul style="list-style-type: none"> <li>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</li> <li>b. In the event of termination of production of the spare parts: <ul style="list-style-type: none"> <li>i. Advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and</li> <li>ii. Following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.</li> </ul> </li> </ul> <p>The spare parts and other components required are listed in <b>Section VI (Schedule of Requirements)</b> 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 of components for the Goods for a period of <i>[indicate here the time period specified. If not used indicate a time period of three times the warranty period]</i>.</p> <p>Spare parts of components shall be supplied as promptly as possible, but in any case, within <i>[insert appropriate time period]</i> months of placing the order.</p>
	<p><b>Packaging –</b></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 four (4) sides as follows:</p> <ul style="list-style-type: none"> <li>Name of the Procuring Entity</li> <li>Name of the Supplier</li> <li>Contract Description</li> <li>Final Destination</li> <li>Gross Weight</li> <li>Any special lifting instructions</li> <li>Any special handling instructions</li> <li>Any relevant HAZCHEM classifications</li> </ul>
	<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><b>Transportation –</b></p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the</p>



	<p>Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippines registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine Registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p><b>Intellectual Property Rights –</b></p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	Not applicable
4	The inspections and tests that will be conducted are: <i>[indicate the applicable inspections and test]</i>



**BIDS AND AWARDS COMMITTEE**

Telephone No. 531-9001 loc. 242

Telefax No. 5318318

E-mail: bacncmh@yahoo.com

Website: www.ncmh.gov.ph

**Section VI**  
**Schedule of Requirements**

**ITB No. 2021-006**

ITEM NO.	DESCRIPTION	QTY	DELIVERY SITE			DELIVERY PERIOD and TERMS OF PAYMENT "Time is of the essence for the delivery of the following goods"
			OFFICE	FACILITY	ADDRESS	
1	Application for the Rental / Lease of (145) One Hundred Forty Five units of Desktop Computers CY-2021	145 Units	Different Pavilion / Offices (See Quantity / Distribution as per Terms of Reference)	NCMH	9 De Febrero Mandaluyong City	<p>a. Delivery shall be made at NCMH within seven (7) calendar days upon signing of the Lease Agreement. The Supplier shall submit a draft Lease Agreement for review and/or approval by NCMH.</p> <p>b. Payment of the lease shall be made on a monthly basis.</p>
<b>CONFORME:</b>						
<i>(Company Name)</i>						
<i>(Name and Signature of Authorized Representative)</i>						



REPUBLIC OF THE PHILIPPINES

Department of Health

NATIONAL CENTER FOR MENTAL HEALTH

Nueve de Febrero Street, Mandaluyong City, Philippines

BIDS AND AWARDS COMMITTEE



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## SECTION VII TECHNICAL SPECIFICATIONS

ITB No. 2021-006

### PROVISION FOR RENTAL / LEASE OF 145 UNITS OF DESKTOP COMPUTERS CY 2021

**INSTRUCTION:** 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 Bidders 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 provisions of ITB Clause 3.1(a) (ii) and/or GCC Clause 2.1(a)(ii).

Technical Specifications Particulars	Requirements	Statement of Compliance
1. Application for the Rental / Lease of 145 units of Desktop Computer Service	<u>The initial lease term will be twelve (12) months, renewable for the next twenty four (24) months,</u> subject to NCMH management review and assessment of service provided by the Contractor	
<b>CONFORME:</b>		
<i>(Company Name)</i>		
<i>(Name and signature of Authorized Representative)</i>		

## TERMS OF REFERENCE FOR RENTAL / LEASE OF 145 UNITS OF DESKTOP COMPUTER

### I. Quantity/Distribution

NCMH intends to lease 145 Desktop Computers to be distributed as follows:

Pavilion/Offices	Wards/ Nurse Stns	Admin/ Section Office	Doctors Office	TOTAL
1	9		2	11
2 (ACIS 1,2,3)	3	1	1	5
2 (ER Psych)			1	1
2 (OPS)			5	5
2 (OPS Child)			1	1
2 (Clinical Research)			2	2
3	4	1	1	6
4	3	1	1	5
5	4	1	1	6
6	3	1	1	5
7 (PHIC Stn, CSR, SS, ER, FMI, MMI, OR, Surgery, ICU)	10			10
8	1		1	2
9, 10	3	1	1	5
12, 14	2	1	1	4
18, 19, 21	3	0	1	4
22	1			1
23, 24, 25, 26, 27, 28, 30	7	1	1	9
Camarin 32, 33 (Ward,Collecting, Medical Records)	1	2		3
11	2	1	1	4
34, 35	4	1	1	6
Dental		4		4
Laboratory (Anatomic)		3		3
Laboratory (Clinical)		3		3
Radiology		3		3
Pharmacy		3		3
QMO		1		1
Finance		2		2

<b>CONFORME:</b>
(Company Name)
(Name and Signature of Authorized Representative)

Billing		3		3
Philhealth		3		3
Accounting		3		3
Budget		1		1
Cashier		2		2
Collecting		2		2
HRMO/Payroll		6		6
Procurement		3		3
PETRO		2		2
Dietary		2		2
Transport		1		1
Security		2		2
*		1		
	60	62	23	145

**II. Desktop Specification**

Processor: Intel Core i53.4Ghz(at least 3rd Gen)or AMD-equivalent (AMD 10 5<sup>th</sup> Gen, 3.4 Ghz)  
Memory: 8Gb DDR4  
Hard Drive: 1TB  
GPU: at least 1 GB  
Monitor: 22" LED  
USB Optical keyboard and mousew/ mousepad  
Optical Drive: DVD+R write capable; 8x CD/DVD Burner Double Layer  
Internal Multicard Reader  
Wi-Fi enabled, built-in wireless LAN 802.11 G/N Card module  
Ports: 2 x USB 3.0 (front), 4 x USB 2.0 (rear), HDMI and DVI port, Integrated Dual Gigabit LAN, Audio ports  
With Uninterrupted Power Supply (UPS)  
With Integrated HD Webcam  
OS: Genuine MS Windows 10 Professional 64 bit Pro  
App: MS Office Pro 2016  
Antivirus: Licensed

**III. Lease Service Requirements:**

- a. The supplier shall provide brand new desktop computers and warrant the leased equipment against any form of defects during the entire lease. They shall also provide monthly preventive maintenance and repair.
- b. The supplier shall provide at least two (2) onsite technician to be stationed three times a week at NCMH IHOMP Unit Office to respond to service requests from end-users. "Service request" as used herein is defined as technical problems that are computer hardware-related including the UPS, operating system, antivirus and MS Office applications.

<b>CONFORME:</b>
(Company Name)
(Name and Signature of Authorized Representative)

- c. NCMH IHOMP Unit shall be responsible for all other system applications installation, maintenance and troubleshooting.
- d. Network access, administration and troubleshooting (LAN and Internet) shall also be the responsible of IHOMP Unit except for NIC and wireless module related hardware problems.
- e. The supplier shall provide a replacement or service unit on premise standby in case there is a need for any of the leased equipment to be pulled out for repairs. The service unit should be the same with the specification of the items originally leased.
- f. The supplier shall keep and maintain the leased equipment in good operating condition, regularly update operating system and antivirus patches, and conduct routine virus scan.
- g. In cases where damages of the leased equipment arising from negligence, mishandling, tampering and unwarranted troubleshooting by the end-user, and/or missing parts have been detected, an incident report shall be submitted by the supplier to IHOMP Unit Head. If upon determination of the cause warrants the end-user to be liable for the damages incurred, he/she shall pay the supplier the amount equivalent to the current price of the item at the time of delivery.
- h. The supplier or any of its employee or representative shall comply and observe the policies, rules and regulations of NCMH while inside its premises. Likewise, the supplier shall take the necessary steps and disciplinary actions on its employees and/or representatives who violated said policies, rules and regulations.
- i. NCMH shall NOT be held liable to the supplier in case of loss due to fortuitous events, such as but not limited to fire, flood, lightning, typhoon, earthquake, inundation, storm, riot or any other unforeseen disabling cause of acts of God, provided that such loss is without fault or negligence on the part of NCMH and its employees.
- j. Supplier shall, in all cases, hold NCMH and the equipment subject of the lease free and harmless from any claim, charges, demands, including but not limited to attachments writs and/or foreclosures, and in the event any of these occur at the time of the lease. Supplier is liable to NCMH for whatever damages that the latter may incur by reason of the attachments, seizure, sale and/or any form of dispossession of the leased equipment including but not limited to loss of earning opportunity during the period of dispossession.
- k. A Non-Disclosure Agreement shall be executed by the Supplier. In case of equipment pullout, all business, technical and personnel information and data and related documentation, in whatever form, shall be treated strictly confidential in nature. At the end of the lease agreement all data and

CONFORME:
<i>(Company Name)</i>
<i>(Name and Signature of Authorized Representative)</i>

information that have been inadvertently retained in the leased equipment shall be treated in strictly confidential in nature and the supplier shall immediately delete the same and shall not retain copies in whatever form.

**IV. Project Cost and Procurement**

This project is estimated to cost **Php6,960,000.00**( Php 4,000/PC/month x 12 months x 145 PCs ) for a year's contract. Procurement will be done through open bidding. All items for procurement will be included in one lot bid.

**V. Term of Lease**

**Funding will be on a yearly basis and the renewal of contract for the following years (January 1, 2022 to December 31, 2022 and January 1, 2023 to December 31, 2023) will be based on the result of evaluation from the end user with a requirement of a "very satisfactory performance rating".**

**VI. Delivery and Terms of Payment**

- a. Delivery shall be made at NCMH within thirty (30) calendar days from date of effectivity as indicated in the Notice to Proceed (NTP). The Supplier shall submit a draft Lease Agreement for review and/or approval by NCMH.
- b. For and in consideration of the lease contract of lease executed, NCMH (lessee) shall pay the Supplier (lessor) a **monthly lease of Five Hundred Eighty Thousand Pesos (Php 580,000.00) for 145 Desktop Computer Units.**

<b>CONFORME:</b>
<i>(Company Name)</i>
<i>(Name and Signature of Authorized Representative)</i>

APPENDIX "1"

**Bid Form for the Procurement of Goods**  
(Shall be submitted with the Bid)

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**BID FORM**

Date : \_\_\_\_\_

Project Identification No. : \_\_\_\_\_

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

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

If our Bid is accepted, we undertake:

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

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

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

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

_____	_____	_____
_____	_____	_____

(if none, state "None") ]

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

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

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

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



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

Name: \_\_\_\_\_

Legal capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

Date: \_\_\_\_\_

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

**For Goods Offered from Within the Philippines**

Name of Bidder \_\_\_\_\_ Project ID No. \_\_\_\_\_ Page \_\_\_\_ of \_\_\_\_

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

Name: \_\_\_\_\_

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

Name of the Procuring Entity \_\_\_\_\_

Project Reference Number \_\_\_\_\_

Name of the Project \_\_\_\_\_

Location of the Project \_\_\_\_\_

List of all Ongoing Government and Private Contracts including Contracts Awarded but not yet started

Business Name : \_\_\_\_\_

Business Address : \_\_\_\_\_

Name of Contract / Project Cost	a. Owner's Name b. Address c. Telephone No.	Nature of Work	Bidder's Role		a. Date Awarded b. Date Started c. Date of Completion		% Of Accomplishment		Value of Outstanding Works / Undelivered Portion
			Description	%	Planned	Actual			
Government									
Private									

Note: This statement shall be supported with:  
 1. Notice of Award and / or Contract (Government and Private Contracts)  
 2. Sales Invoices (Private Contracts)

Submitted by : \_\_\_\_\_  
 (Signature AbovePrinted Name)

Designation : \_\_\_\_\_

Date : \_\_\_\_\_

Name of the Procuring Entity

Project Reference Number  
 Name of the Project  
 Location of the Project

Statement of Single Largest Completed Contract which is similar in nature for the past 2 years

Business Name : \_\_\_\_\_  
 Business Address : \_\_\_\_\_

Name of Contract	a. Owner's Name b. Address c. Telephone No.	Nature of Work	Bidder's Role		a. Amount of Award b. Amount at Completion c. Duration	a. Date Awarded b. Contract Effectivity c. Date Completed
			Description	%		
Government						
Private						

Note: This statement shall be supported with:  
 1. Notice of Award and/or Contract (Government and Private Contracts)  
 2. Sales Invoice (Private Contracts)

Submitted by : \_\_\_\_\_  
 (Signature Above-Printed Name)  
 Designation : \_\_\_\_\_  
 Date : \_\_\_\_\_

## Omnibus Sworn Statement (Revised)

*[shall be submitted with the Bid]*

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REPUBLIC OF THE PHILIPPINES )  
CITY/MUNICIPALITY OF \_\_\_\_\_ )  
S.S.

### AFFIDAVIT

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

1. *[Select one, delete the other:]*

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

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

2. *[Select one, delete the other:]*

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

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

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

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
6. *[Select one, delete the rest:]*

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

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

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

7. [Name of Bidder] complies with existing labor laws and standards; and
8. [Name of Bidder] is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
  - a. Carefully examining all of the Bidding Documents;
  - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
  - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the [Name of the Project].
9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or

converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

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

*[Insert NAME OF BIDDER OR ITS  
AUTHORIZED  
REPRESENTATIVE]  
[Insert signatory's legal capacity]  
Affiant*

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

## Bid Securing Declaration Form

*[shall be submitted with the Bid if bidder opts to provide this form of bid security]*

---

REPUBLIC OF THE PHILIPPINES)  
CITY OF \_\_\_\_\_ ) S.S.

### BID SECURING DECLARATION Project Identification No.: *[Insert number]*

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
  - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
  - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
  - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

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

*[Insert signatory's legal capacity]*

Affiant

**[Jurat]**

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



**Contract Agreement Form for the Procurement of Goods (Revised)**  
*[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]*

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**CONTRACT AGREEMENT**

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:
  - i. Philippine Bidding Documents (PBDs);
    - i. Schedule of Requirements;
    - ii. Technical Specifications;
    - iii. General and Special Conditions of Contract; and
    - iv. Supplemental or Bid Bulletins, if any
  - ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;  
  
Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
  - iii. Performance Security;
  - iv. Notice of Award of Contract; and the Bidder's conforme thereto; and
  - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.
4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

*[Insert Name and Signature]*

*[Insert Name and Signature]*

*[Insert Signatory's Legal Capacity]*

*[Insert Signatory's Legal Capacity]*

for:

for:

*[Insert Procuring Entity]*

*[Insert Name of Supplier]*

**Acknowledgment**

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

## Performance Securing Declaration (Revised)

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

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REPUBLIC OF THE PHILIPPINES)  
CITY OF \_\_\_\_\_) S.S.

### PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents] To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

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

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

*[Insert NAME OF BIDDER OR ITS  
AUTHORIZED REPRESENTATIVE]  
[Insert signatory's legal capacity]  
Affiant*

**[Jurat]**

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