

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Procurement of GOODS

Government of the Republic of the Philippines

**SUPPLY AND DELIVERY OF BRANDED
AND BRAND NEW INFORMATION
TECHNOLOGY, PARTS, ACCESSORIES
AND PERIPHERALS FOR OFFICE OF
STUDENT HOUSING**

UPLB-S-011-02-21

**Sixth Edition
July 2020**

Preface

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

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

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

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

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

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

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid

Notes on the Invitation to Bid

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

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

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

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



INVITATION TO BID FOR
UPLB-S-011-02-21, SUPPLY AND DELIVERY OF
BRANDED AND BRAND NEW INFORMATION
TECHNOLOGY, PARTS, ACCESSORIES AND
PERIPHERALS FOR OFFICE OF STUDENT HOUSING

1. The **UNIVERSITY OF THE PHILIPPINES LOS BAÑOS (UPLB)**, through the **8222700 2021** intends to apply the sum of **SIX MILLION TWO HUNDRED SEVENTY THOUSAND PESOS (PhP6,270,000.00)** being the ABC to payments under the contract for ***UPLB-S-011-02-21, SUPPLY AND DELIVERY OF BRANDED AND BRAND NEW INFORMATION TECHNOLOGY, PARTS, ACCESSORIES AND PERIPHERALS FOR OFFICE OF STUDENT HOUSING***. Bids received in excess of the ABC shall be automatically rejected at bid opening.

ITEM DESCRIPTION	QTY	UNIT ABC	TOTAL ABC
<i>SUPPLY AND DELIVERY OF BRANDED AND BRAND NEW INFORMATION TECHNOLOGY, PARTS, ACCESSORIES AND PERIPHERALS FOR OFFICE OF STUDENT HOUSING</i>	1 LOT		6,270,000.00

2. The summary of the bidding activities is as follows:

Advertisement/Posting of Invitation to Bid	25 January 2021
Issuance and availability of Bid Documents	26 January 2021
Pre-bid conference	02 February 2021, 10:30 am
Deadline of Submission of Request for Clarification	04 February 2021
Last Day of Issuance of Bid Bulletin	09 February 2021
Deadline for Submission of Bids	16 February 2021, 1:15 pm

3. The **UNIVERSITY OF THE PHILIPPINES LOS BAÑOS (UPLB)** now invites bids for the above Procurement Project. Delivery of the Goods is required by within **thirty (30) calendar days upon receipt Notice to Proceed**. Bidders should have completed, within **ten years (2011-2020)** 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).



Republic of the Philippines
UNIVERSITY OF THE PHILIPPINES LOS BAÑOS

Bids and Awards Committee (Goods)

SPMO, Rambutan Road, College, Laguna

Tel. No. (049) 544-0382

<http://www.bac.uplb.edu.ph>

4. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

~~*[Select one of the two following paragraphs and delete the other depending on the existence of conditions under Section 23.4.1.2 of the 2016 revised IRR of RA No. 9184]*~~

a. ~~*[Select this paragraph if conditions (a), (c), and (d) under Section 23.4.1.2 of the 2016 revised IRR of RA No. 9184 do not exist:]*~~ 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.

b. ~~*[Select this paragraph if condition (a), (c), or (d) under Section 23.4.1.2 of the 2016 revised IRR of RA No. 9184 exists:]*~~ Bidding is open to all interested bidders, whether local or foreign, subject to the conditions for eligibility provided in the 2016 revised IRR of RA No. 9184.

5. Prospective Bidders may obtain further information from **UPLB BAC Secretariat through email at jdunson@up.edu.ph** and inspect the Bidding Documents at the address given below during office hours from **8:00 am to 5:00 pm, Monday to Friday**.

6. A complete set of Bidding Documents may be acquired by interested Bidders from the BAC Secretariat starting on **26 January 2021** from the given address and website(s) below for a non-refundable bidding documents fee amounting to **TEN THOUSAND PESOS (PHP10,000.00)**

Bidding documents fee payment shall be made through deposit or on-line transfer of fund to:

Bank Name: Landbank of the Philippines Los Baños Branch

Account Number: 1892-1005-07

Account Name: UPLB Trust Project Fund

UPLB Cashier’s Office shall issue the corresponding Official Receipt which can be claimed at their office every Monday to Friday from 8:00 am to 12:00 noon only. Bidders may contact the Cashier’s Office through telephone number (049)536-3558 or in their email address, cashiersoffice.uplb@up.edu.ph for information and instruction. Bidders are required to include two copies of Deposit/ Transfer Slip with



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bank validation or any other equivalent proof of payment in the documents for submission during opening day in lieu of the OR.

It may also be downloaded free of charge from the websites of the Philippine Government Electronic Procurement System (PhilGEPS) and UPLB BAC, provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

7. The UNIVERSITY OF THE PHILIPPINES LOS BAÑOS (UPLB) will hold a Pre-Bid Conference¹ on **02 February 2021, 10:30 am** through video conferencing or webcasting via Zoom application, which shall be open to prospective bidders. Link for the meeting may be viewed at the BAC website or can be requested through the BAC Secretariat via email.
 8. Bids must be duly received by the BAC Secretariat through **manual submission** at the office address indicated below, on or before **16 February 2021, 1:15 pm.** 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 **will follow shortly after the deadline of the submission of bids** via Zoom application. Link for the meeting may be viewed at the BAC website. Link for the meeting may be viewed at the BAC website or can be requested through the BAC Secretariat via email. Bids will be opened in the presence of the bidders' representatives who choose to attend the online activity.
- UPLB SPMO Conference Room**
Supply and Property Management Office
Rambutan Road, College, Laguna.
11. The UNIVERSITY OF THE PHILIPPINES LOS BAÑOS (UPLB) reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
 12. Bidders shall read the bidding documents carefully and strictly comply with the requirements indicated in the bidding documents. Failure to comply may lead to disqualification of the bid.

¹ May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a Pre-Bid Conference.



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<http://www.bac.uplb.edu.ph>

13. Bidders are encouraged to properly use tabs and identify the documents submitted for ease of reference in the opening of the bids.

14. For further information, please refer to:

JAYBEE M. PUNZALAN

Chair, BAC Secretariat

SPMO, Rambutan Road, College, Laguna

Tel. No. (049) 544-0382

Email address: bacsecretariat.uplb@up.edu.ph

<http://www.bac.uplb.edu.ph>

15. You may visit the following websites:

For downloading of Bidding Documents: <https://philgeps.gov.ph>

<https://bac.uplb.edu.ph>

ATTY. ERIC PAUL D. PERALTA

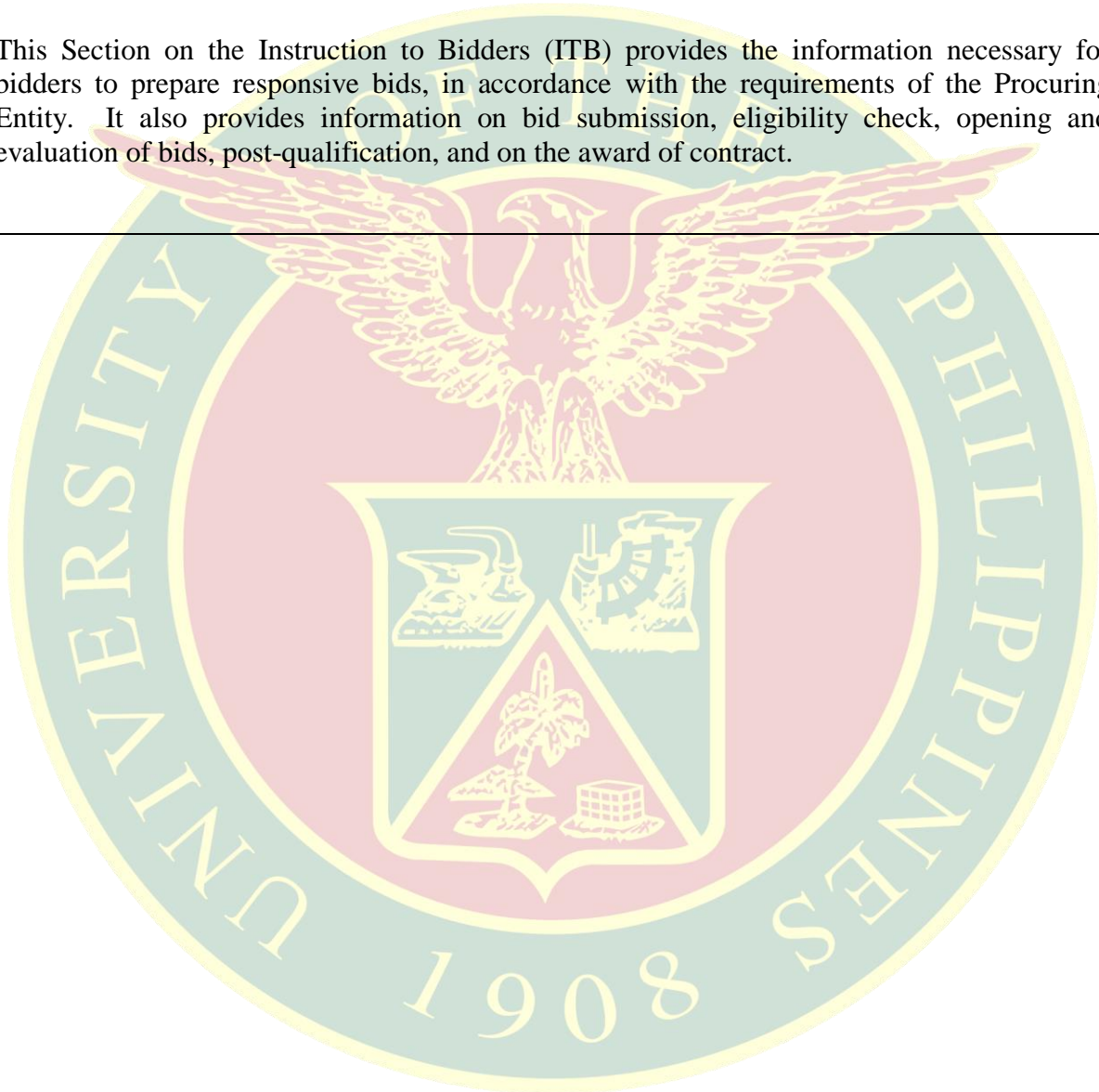
Chair, BAC Goods



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, UNIVERSITY OF THE PHILIPPINES LOS BAÑOS (UPLB) wishes to receive Bids for the **SUPPLY AND DELIVERY OF BRANDED AND BRAND NEW INFORMATION TECHNOLOGY, PARTS, ACCESSORIES AND PERIPHERALS FOR OFFICE OF STUDENT HOUSING**, with identification number **UPLB-S-011-02-21**.

[Note: The Project Identification Number is assigned by the Procuring Entity based on its own coding scheme and is not the same as the PhilGEPS reference number, which is generated after the posting of the bid opportunity on the PhilGEPS website.]

The Procurement Project (referred to herein as “Project”) is composed of **1 LOT**, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for **8265200 2021** in the amount of SIX MILLION TWO HUNDRED SEVENTY THOUSAND PESOS (**PhP6,270,000.00**)

2.2. The source of funding is:

[If an early procurement activity, select one and delete others:]

~~a. NGA, the National Expenditure Program.~~

~~b. GOCC and GFIs, the proposed Corporate Operating Budget.~~

~~c. LGUs, the proposed Local Expenditure Program.~~

[If not an early procurement activity, select one and delete others:]

a. NGA, the General Appropriations Act or Special Appropriations.

~~b. GOCC and GFIs, the Corporate Operating Budget.~~

~~c. LGUs, the Annual or Supplemental Budget, as approved by the Sanggunian.~~

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 2016 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 sought 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 Bidder 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, that 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 percent (25%) 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

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

The Procuring Entity has prescribed that:

[Select one, delete other/s]

- ~~a. Subcontracting is allowed. The portions of Project and the maximum percentage allowed to be subcontracted are indicated in the **BDS**, which shall not exceed twenty percent (20%) of the contracted Goods.~~

b. Subcontracting is not allowed.

~~7.2. [If Procuring Entity has determined that subcontracting is allowed during the bidding, state:] The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.~~

~~7.3. [If subcontracting is allowed during the contract implementation stage, state:] The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end user unit.~~

~~7.4. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.~~

~~8. Pre-Bid Conference~~

~~The Procuring Entity will hold a pre bid conference for this Project on the specified date and time **through videoconferencing/webcasting via Zoom application** as indicated in paragraph 6 of the **IB**.~~

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *ten years (2011-2020) [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. ~~Financial proposals for single or multi-year Framework Agreement shall be submitted before the deadline of submission of bids as prescribed in the **IB**. For multi-year Framework Agreement, evaluation of the financial proposal during this stage is for purposes of determining eligibility and whether or not such financial proposal is within the ABC.~~

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 price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

12.2. ~~For Framework Agreement, the following should also apply in addition to Clause 12.1:~~

- ~~a. For a single year Framework Agreement, the prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.~~
- ~~b. For a multi year Framework Agreement, the prices quoted by the Bidder during submission of eligibility documents shall be the ceiling and the price quoted during mini-competition must not exceed the initial price offer. The price quoted during call for mini-competition shall be fixed during the Bidder's performance of that Call-off and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.~~

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 Declaration² or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until **one hundred twenty (120) calendar days from the date of the opening of bids**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- ~~14.3. In the case of Framework Agreement, other than the grounds for forfeiture under the 2016 revised IRR, the bid security may also be forfeited if the successful bidder fails to sign the Framework Agreement, or fails to furnish the performance security or performance securing declaration. Without prejudice on its forfeiture, bid securities shall be returned only after the posting of performance security or performance securing declaration, as the case may be, by the winning Bidder or compliant Bidders and the signing of the Framework Agreement.~~

15. Sealing and Marking of Bids

Each Bidder shall submit **two copies** of the first and second components (one original and one copy of the original) 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. For multi year Framework Agreement, the submission of bids shall be for the initial evaluation of their technical and financial eligibility. Thereafter, those declared eligible during the said initial eligibility evaluation and entered into a Framework Agreement with the Procuring Entity shall submit anew their best financial offer at the address and on or before the date and time indicated in the Call for each mini competition.~~

² 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.

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. For multi-year Framework Agreement, determination of margin of preference shall be conducted every call for Mini-Competition.~~

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.

~~a. In the case of single-year Framework Agreement, the Lowest Calculated Bid shall be determined outright after the detailed evaluation;~~

~~b. For multi-year Framework Agreement, the determination of the eligibility and the compliance of bidders with the technical and financial aspects of the projects shall be initially made by the BAC, in accordance with Item 7.4.2 of the Guidelines on the Use of Framework Agreement.~~

- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case may be. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.

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

sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

- 19.4. The Project shall be awarded as follows:

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

~~Option 1—One Project having several items that 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 or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

~~20.1. For multi year Framework Agreement, all bidders initially determined to be eligible and financially compliant shall be subject to initial post-qualification. The BAC shall then recommend the execution of a Framework Agreement among all eligible, technically and financially compliant bidders and the Procuring Entity and shall be issued by HoPE a Notice to Execute Framework Agreement. The determination of the Lowest Calculated Bid (LCB) shall not be performed by the BAC until a Mini Competition is conducted among the bidders who executed a Framework Agreement. When a Call for Mini Competition is made, the BAC shall allow the bidders to submit their best financial proposals on such pre-scheduled date, time and place to determine the bidder with the LCB.~~

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 Lowest Calculated Bid, or in the case of multi-year Framework Agreement, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant, 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**. For every mini-competition in Framework Agreement, the LCB shall likewise submit the required documents for final Post Qualification.

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**.

For Framework Agreement, the following provisions shall apply:

~~21.2. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Framework Agreement Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.~~

~~21.3. Within ten (10) calendar days from receipt of the Notice to Execute Framework Agreement with the Procuring Entity, the successful Bidder or its duly authorized representative shall formally enter into a Framework Agreement with the procuring entity for an amount of One Peso to be paid to the procuring entity as a consideration for the option granted by the procuring entity to procure the items in the Framework Agreement List when the need arises.~~

~~21.4. The Procuring Entity shall enter into a Framework Agreement with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.~~

~~21.5. The following documents shall form part of the Framework Agreement:~~

- ~~a. Framework Agreement Form;~~
- ~~b. Bidding Documents;~~
- ~~c. Call offs;~~
- ~~d. Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements 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;~~
- ~~e. Performance Security or Performance Securing Declaration, as the case may be;~~
- ~~f. Notice to Execute Framework Agreement; and~~
- ~~g. Other contract documents that may be required by existing laws and/or specified in the **BDS**.~~

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be: (SLCC)</p> <p>a. projects that are similar in nature or related to the item being participated in like INFORMATION TECHNOLOGY, PARTS, ACCESSORIES AND PERIPHERALS</p> <p>b. completed within ten years (2011-2020) prior to the deadline for the submission and receipt of bids.</p>
7.1	Subcontracting is not allowed.
12	The price of the Goods shall be quoted DDP to the UNIVERSITY OF THE PHILIPPINES LOS BAÑOS or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a</p> <p>a. Bid Securing Declaration,</p> <p style="padding-left: 40px;"><i>or any of the following forms and amounts:</i></p> <p>b. The amount of not less than <u>125,400.00</u> <i>[the amount equivalent to two percent (2%) of ABC]</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p>c. The amount of not less than <u>313,500.00</u> <i>[the amount equivalent to five percent (5%) of ABC]</i> if bid security is in Surety Bond.</p> <ul style="list-style-type: none"> • If bidders opted to pay bid/security bond with cashier's/ manager's check issued by a recognized Universal or Commercial bank or combination of cash and check, the payee shall be the <u>University of the Philippines Los Baños</u>. Payment must be remitted to UPLB Cashier's Office prior to the scheduled opening time and the original copy and photocopied/scanned copy of corresponding Official Receipt issued must be included in the technical documents to be submitted during the opening. The original copy of Official Receipt will be returned to the bidder right after the conclusion of bid opening. Bidders may also pay

through deposit or on-line transfer of fund to:

- **Account Number: 1892-1005-15**
- **Account Name: UPLB General Project Fund**

- If the bidders opt to submit Surety Bond the conditions of the obligations shall include Sec. 23.1 (b), 34.2, 40.1 and 69.1 except 69.1 (f) of the Revised Implementing Rules and Regulations of RA 9184. Submit the original copy of the Official Receipt for **premium payment** and
- If the bidder opts to submit Bid Securing Declaration, prescribed form for Secretary's Certificate Board Resolution Supporting Bid-Securing Declaration Of Corporate Bidders and Special Power of Attorney shall be use.

19.3	LOT NO. PLEASE SEE ATTACHED PRICE SCHEDULE	ITEM NO.	END-USER	ABC (PhP)
20.2	<p><i>List of additional post-qualification documents relevant to the Project that may be required by University of the Philippines Los Baños:</i></p> <ol style="list-style-type: none"> 1. U.P. Questionnaire for Bidders 2. BIR 2303 3. Latest income and business tax returns (BIR Form 1701 or 1702) filed and paid through the BIR Electronic Filing and Payment System (eFPS) 4. Latest Value Added Tax Returns (Forms 2550M and 2550Q) or Percentage Tax Returns (forms 2551M) filed and paid through the BIR Electronic Filing and Payment System (eFPS) 5. Compliance to all existing laws and regulations 			
21.1	<p><i>List of additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity.</i></p> <ol style="list-style-type: none"> 1. Signed Notice of Award 2. Performance Security in accordance with Section 39 of the Revised IRR of RA 9184 which includes the Performance Securing Declaration (PSD) as an alternate performance security during a state of calamity or imposition of community quarantine pursuant to GPPB Resolution No.09-2020 dated 7 May 2020 			

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

~~2.3. For a single year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call Off shall not vary from the prices quoted by the Supplier in its bid.~~

~~2.4. For multi-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call Off shall not vary from the prices quoted by the Supplier during conduct of Mini-Competition.~~

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.

~~In the case of Framework Agreement, the Bidder may opt to furnish the performance security or a Performance Securing Declaration as defined under the Guidelines on the Use of Framework Agreement.~~

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

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

5. Warranty

- 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 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

Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered UNIVERSITY OF THE PHILIPPINES LOS BAÑOS. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered UNIVERSITY OF THE PHILIPPINES LOS BAÑOS. 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 OFFICE OF STUDENT HOUSING/ JV RIENDA/ jvbrienda@gmail.com</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

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

f. ~~[Specify additional incidental service requirements, as needed.]~~

The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

Spare Parts –

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

Select appropriate requirements and delete the rest.

- 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:
 - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
 - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

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

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of three times the warranty period.

Spare parts or components shall be supplied as promptly as possible, but in any case, within **one** month of placing the order.

	<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 four (4) sides as follows:</p> <p>Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>

	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <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	<i>No further instruction.</i>
4	The inspections and tests that will be conducted in accordance with Section VII. Technical Specifications.

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	<i>UPLB-S-011-02-21 , SUPPLY AND DELIVERY OF BRANDED AND BRAND NEW INFORMATION TECHNOLOGY, PARTS, ACCESSORIES AND PERIPHERALS FOR OFFICE OF STUDENT HOUSING</i>	1 LOT	1 LOT	30 CALENDAR DAYS UPON RECEIPT OF PO/ NTP

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying their Bids. In the context of Competitive Bidding, the specifications (*e.g.* production/delivery schedule, manpower requirements, and after-sales service/parts, descriptions of the lots or items) must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of transparency, equity, efficiency, fairness, and economy in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words “*or at least equivalent.*” References to brand names cannot be used when the funding source is the GOP.

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.

Technical Specifications

SEE ATTACHED TECHNICAL SPECIFICATIONS

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

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

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

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

Checklist of Technical and Financial Documents

(TO BE PLACED IN ENVELOPE A)

BIDS AND AWARDS COMMITTEE (GOODS)

PUBLIC BIDDING:		UPLB-S-011-02-21, SUPPLY AND DELIVERY OF BRANDED AND BRAND NEW INFORMATION TECHNOLOGY, PARTS, ACCESSORIES AND PERIPHERALS FOR OFFICE OF STUDENT HOUSING	
ABC:		₱6,270,000.00	
PREBID CONFERENCE (DATE):		Tuesday, 02 February, 2021	
PREBID CONFERENCE (TIME):		10:30 AM	
SUBMISSION OF BIDS (DATE):		Tuesday, 16 February, 2021	
SUBMISSION OF BIDS (TIME):		1:15 PM	
NAME OF COMPANY:			
FIRST ENVELOPE			
ENVELOPE 1: ELIGIBILITY REQUIREMENTS			
CLASS "A" DOCUMENTS			
LEGAL DOCUMENTS			
1	PhilGEPS Certificate of Registration and Membership (Platinum); WITH VALID AND CURRENT Class "A" documents: OR	<input type="checkbox"/>	
1.i.	Updated and valid Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document; AND	<input type="checkbox"/>	
1.ii	Valid and Current Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas; AND	<input type="checkbox"/>	
1.iii	Updated and valid Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).	<input type="checkbox"/>	
TECHNICAL DOCUMENTS			
2	Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid. The statement shall include for each contract the following (SF-GOOD-13a): a. name of contract; b. date and period of contract; c. amount of contract and value of outstanding contracts; d. date of delivery/ performance; e. end-user's acceptance or official receipts issued for the contract (if completed); f. copy of the contract AND	<input type="checkbox"/>	
3	Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; AND	<input type="checkbox"/>	
4	Original copy of Bid Security	<input type="checkbox"/>	
	FORMS OF BID SECURITY	Amount of Bid Security (Equal to Percentage of the ABC)	
	a) Bid Securing Declaration	NOTARIZED	<input type="checkbox"/>
	b) Cash, Cashier's/ managers check issued by a Universal or Commercial Bank equivalent to Two Percent (2%)	₱125,400.00	<input type="checkbox"/>
	c) Surety Bond equivalent to Five Percent (5%)	₱313,500.00	<input type="checkbox"/>
	If security bond, attach the original copy of the official receipt of premium payment and certification issued by the Insurance Commission		
5	Conformity with the Technical Specifications, which may include	<input type="checkbox"/>	
5.i	Manpower requirements (list names and designations); for equipment bidding, list down in-house technicians and maintenance personnel.	<input type="checkbox"/>	
5.ii	Statement on the production/ delivery schedule and procedure on how to proceed with the project	<input type="checkbox"/>	
5.iii	After-sales service/parts (state warranty, guarantee, etc.), if applicable; AND	<input type="checkbox"/>	
6	Original copy of Notarized and duly signed Omnibus Sworn Statement (SEE ATTACHED FORM)	<input type="checkbox"/>	
	It should be supported with	<input type="checkbox"/>	
	1. Original Notarized Special Power of Attorney if the signatory is other than the owner for sole proprietorship, or	<input type="checkbox"/>	
	2. Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative in accordance with the forms provided in the bidding documents.	<input type="checkbox"/>	
FINANCIAL DOCUMENTS			
7	Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; AND	<input type="checkbox"/>	
8	Duly signed Net Financial Contracting Capacity (NFCC) Computation; OR	<input type="checkbox"/>	
	A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation at least 10% of the ABC	<input type="checkbox"/>	

CLASS "B" DOCUMENTS			
9	If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence; OR duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.	<input type="checkbox"/>	
OTHER DOCUMENTS			
10	Brochures/manuals/illustration/catalogues/literatures/plan/certification/ samples (if applicable) –submit two (2) copies each for the original bid and only one (1) copy for Copy1, indicate Lot No., Item No. and company name	<input type="checkbox"/>	
11	Proof of manufacturer's/Supplier's warranty for the brand being offered, whichever is applicable.	<input type="checkbox"/>	
12	Site Inspection Certificate issued by the end-user (in case of Goods) or UPMO (for Infra projects)		N/A
13	BIDDING DOCUMENTS FEE (original receipt and one (1) photocopy of the official receipt)	<input type="checkbox"/>	
14	OTHER APPROPRIATE LICENSES AND PERMITS REQUIRED BY LAW AND STATED IN THE BIDDING DOCUMENTS.	<input type="checkbox"/>	
15	Other documentary requirements under RA No. 9184 (as applicable) <input type="checkbox"/> [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. <input type="checkbox"/> Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.	<input type="checkbox"/>	
SECOND ENVELOPE			
ENVELOPE 2: FINANCIAL COMPONENT			
1	Original of duly signed and accomplished FINANCIAL BIDFORM; and	<input type="checkbox"/>	
2	Original of duly signed and accomplished PRICE SCHEDULE(S)	<input type="checkbox"/>	
3	Soft-copy of the filled-up TECHNICAL SPECIFICATIONS (in excel file)- for the original bid envelope only	<input type="checkbox"/>	
POST QUALIFICATION (IF FOUND TO BE THE LOWEST CALCULATED BIDDER (LCB), PLEASE SUBMIT WITHIN 5 CALENDAR DAYS FROM RECEIPT OF NOTICE)			
1	Income Tax Return and Business Tax Returns Only tax returns filed and taxes paid through the BIR Electronic Filing and Payment System	<input type="checkbox"/>	
2	General Information Sheet and Complete Articles of Corporation /Incorporation	<input type="checkbox"/>	
3	Registration with the BIR EFPS	<input type="checkbox"/>	
4	Notarized Accomplished UP System Questionnaire for Prospective Bidders	<input type="checkbox"/>	

¹ Expendable Supplies. Refer to articles which are normally consumed in use within one (1) year or converted in the process of manufacture or construction, or those having a life expectancy of more than one (1) year (e.g. medicines, stationary, fuel and spare parts)

² Section 23.4.1.4 provides that if the prospective bidder submits a computation of its NFCC, the NFCC must be at least equal to the ABC based on the given computation:
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.

Note:The abovementioned documents shall be arranged according to the checklist and properly labeled/tagged for easy checking.

Important Notice: All forms and attachments shall be included in the Bid Documents to be submitted to the BAC on or before the deadline of submission of the Bids, otherwise the bidder shall be automatically ineligible if found incomplete upon opening of the Bid.

Section IX. Bidding Forms

Standard Form Number: SF-GOOD-13a

Revised on: July 28, 2004

List of all Ongoing Government & 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 Nos.	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	
<u>Government</u>								
<u>Private</u>								
						Total Cost		

Note: This statement shall be supported with:

- 1 Notice of Award and/or Contract
- 2 Notice to Proceed issued by the owner
- 3 Certificate of Accomplishments signed by the owner or authorized representative

Submitted by : _____
(Printed Name & Signature)

Designation : _____

Date : _____

Standard Form Number: SF-GOOD-13b

Revised on: July 28, 2004

Statement of Single Largest Completed Contract for Government & Private Contracts completed which are similar in nature

Business Name : _____

Business Address : _____

Name of Contract	d. Owner's Name e. Address f. Telephone Nos.	Nature of Work	Bidder's Role		d. Amount at Award e. Amount at Completion f. Duration	a. Date Awarded b. Contract Effectivity c. Date Completed
			Description	%		
<u>Government</u>						
<u>Private</u>						

Note: This statement shall be supported with:

- 1 Contract
- 2 Certificate of Completion
- 3 Certificate of Acceptance

Submitted by : _____
(Printed Name & Signature)

Designation : _____

Date : _____

NFCC FORM:

FINANCIAL DOCUMENTS FOR ELIGIBILITY CHECK

- A. Summary of the Applicant Firm's/Contractor's assets and liabilities on the basis of the attached income tax return and audited financial statement, stamped "RECEIVED" by the Bureau of Internal Revenue or BIR authorized collecting agent, for the immediately preceding year and a certified copy of Schedule of Fixed Assets particularly the list of construction equipment.

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

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

NFCC = K (current asset – current liabilities) minus value of all outstanding works under ongoing contract including awarded contracts yet to be started

NFCC = P _____

$K = 15$

Herewith attached are certified true copies of the income tax return and audited financial statement: stamped "RECEIVED" by the BIR or BIR authorized collecting agent for the immediately preceding year.

Submitted by:

Name of Firm/Contractor

Signature of Authorized Representative

Date: _____

Standard Form Number: SF-GOOD-15
Revised on: July 28, 2004

COMMITTED CREDIT LINE CERTIFICATE

Date: _____

Name of the Head of the Procuring Entity
Name of the Procuring Entity
Address of the Procuring Entity

CONTRACT/PROJECT : _____
COMPANY/FIRM : _____
ADDRESS : _____
BANK/FINANCING INSTITUTION : _____
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/Distributor/Manufacturer/Contractor> of the Notice of Award and such line of credit shall be maintained until the project is completed by the Contractor.

This Certification is being issued in favor of said <Supplier/Distributor/Manufacturer/Contractor> in connection with the bidding requirement of (Name of the Procuring Entity) 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 : _____

Concurred By:

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

One of the financial document requirements from a bidder for Eligibility Check is, in lieu of an NFCC statement, a certificate of commitment specific to the contract at hand, issued by a licensed bank to extend to it a credit line if awarded the contract to be bid, in an amount not lower than that set by the procuring entity in the Bidding Documents, which shall be at least equal to ten percent (10%) of the approved budget for the contract to be bid.

Name of the Procuring Entity

Project Reference Number
Name of the Project
Location of the Project

Note:

The amount committed should be machine validated.

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20____, affiant exhibited to me his/her Community Tax Certificate No. _____ issued on _____ at _____, Philippines.

Notary Public
Until 31 December 20____
PTR No. _____
Issued at: _____
Issued on: _____
TIN No. _____

Doc. No. _____
Page No. _____
Book No. _____
Series of _____.

One of the financial document requirements from a bidder for Eligibility Check is, in lieu of an NFCC statement, a certificate of commitment specific to the contract at hand, issued by a licensed bank to extend to it a credit line if awarded the contract to be bid, in an amount not lower than that set by the procuring entity in the Bidding Documents, which shall be at least equal to ten percent (10%) of the approved budget for the contract to be bid.

JOINT VENTURE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

That this JOINT VENTURE AGREEMENT is entered into by and between:
_____, of legal age, _____, owner/proprietor of
_____ and a resident of _____.

-and-

_____, of legal age, _____,
owner/proprietor of _____ a resident of
_____.

That both parties agree to join together their capital, manpower, equipment, and other resources and efforts to enable the Joint Venture to participate in the Eligibility Check, Bidding and Undertaking of the hereunder stated Contract of the _____.

NAME OF PROJECT

CONTRACT AMOUNT

That both parties agree to be jointly and severally liable for their participation in the Eligibility Check, Bidding and Undertaking of the said contract.

That both parties agree that _____ and/or _____ shall be the Official Representative of the Joint Venture, and are granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Joint Venture in the Eligibility Check, Bidding and Undertaking of the said contract, as fully and effectively and the Joint Venture may do and if personally present with full power of substitution and revocation.

That this Joint Venture Agreement shall remain in effect only for the above stated Contracts until terminated by both parties.

Done this ____ day of _____, in the year of our Lord _____.

Name of Authorized Representative/ Owner: _____

Signature: _____

Date: _____

Note: Bidders must indicate "NOT APPLICABLE" in the prescribed GPPB format of Joint Venture Agreement.

FORMAT OF BID SECURING DECLARATION FOR ALL TYPES OF BIDDERS

*[Bidder's Letterhead]*¹

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

x-----x

BID SECURING DECLARATION

Invitation to Bid: *[Insert Reference number]*

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

I/We³, 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 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 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 the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

¹ Preferred, but not required.

² Select one and delete the other. Adopt the same instruction for similar terms throughout the document.

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

[Insert
Bidder:
Authorized Representative:
Title / Description:
Signature:

]

SUBSCRIBED AND SWORN to before me this ____ day of [month] [year], affiant exhibiting to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. _____ .

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ [date issued], [place issued]

IBP No. _____ [date issued], [place issued]

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

FORMAT OF OMNIBUS POWER OF ATTORNEY FOR BIDDINGS FOR SOLE PROPRIETORS AND REGISTERED PARTNERSHIPS

SPECIAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That I, _____, being the sole proprietor/owner/managing partner of the business firm known as “_____”, duly-registered as such with the Department of Trade and Industry / Securities And Exchange Commissions, with business address at _____, do hereby name, constitute and appoint _____ as my authorized representative and attorney-in-fact in any and all bidding proceedings conducted by the UNIVERSITY OF THE PHILIPPINES LOS BAÑOS, and in transactions relating thereto, for purposes of representing me therein and acting in my behalf, in particular, to make binding declarations, assurances, representations and commitments in my behalf; to execute and submit document/s, statements and declarations for and in my behalf, including Bid-Securing Declarations as a form of bid security; and generally, to perform such other acts as may be deemed necessary or expedient by such representative/s under the circumstances.

HEREBY GIVING AND GRANTING unto said attorney-in-fact all powers and functions necessary to place this appointment into effect, in such manner as I could have had I been personally present, and hereby RATIFYING AND CONFIRMING all things that said attorney-in-fact will commit to, represent, or otherwise do on my behalf in view of this appointment.

EXECUTED this ___ day of _____, 20___, in _____.

(sgd) _____
Proprietor / Managing Partner

SPECIMEN SIGNATURE

OF ATTORNEY-IN-FACT: _____

REPUBLIC OF THE PHILIPPINES)

_____) s.s.

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in _____, personally appeared _____, with identification: _____

_____, known to me and to me known as the same person who executed the foregoing Special Power of Attorney, and who acknowledged to me that he/she executed the same freely and voluntarily for the purposes stated therein.

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

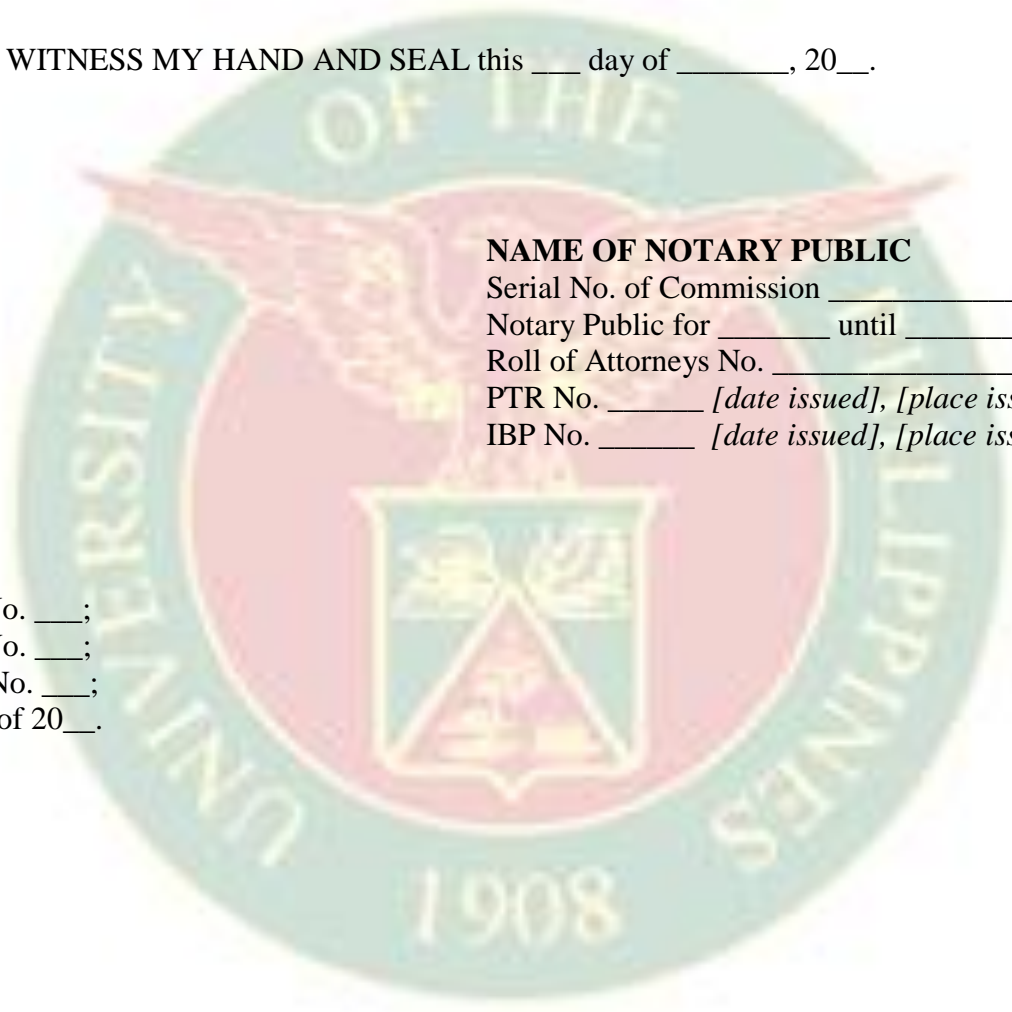
Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ [date issued], [place issued]

IBP No. _____ [date issued], [place issued]

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



FORMAT OF OMNIBUS BOARD RESOLUTION FOR BIDDINGS FOR CORPORATIONS AND COOPERATIVES

REPUBLIC OF THE PHILIPPINES)

_____) s.s.

SECRETARY’S CERTIFICATE

I, _____, of legal age, being the Corporate Secretary of _____ *CORPORATION* (the “**CORPORATION**”), a corporation established and existing under and by virtue of Philippine laws, with offices at _____

_____, after being sworn in accordance with law do hereby certify that at the Regular/Special Meeting of the Board of Directors of the corporation held on _____, at which meeting a quorum was present and acted throughout, the following Resolution was unanimously passed and adopted:

RESOLVED, to hereby designate and authorize the following person/s as the corporation’s representative/s in any and all bidding proceedings conducted by the UNIVERSITY OF THE PHILIPPINES LOS BAÑOS and transactions relating thereto:

<u>NAME</u>	<u>POSITION/RANK</u>
_____	_____
_____	_____

RESOLVED, FURTHER, to fully authorize the aforementioned corporate representative/s to make binding declarations, assurances, representations and commitments in behalf of the corporation, and to execute and submit document/s, statements and declarations for and in the corporation’s behalf, including Bid-Securing Declarations as a form of bid security, as may be deemed necessary or expedient by such representative/s under the circumstances.

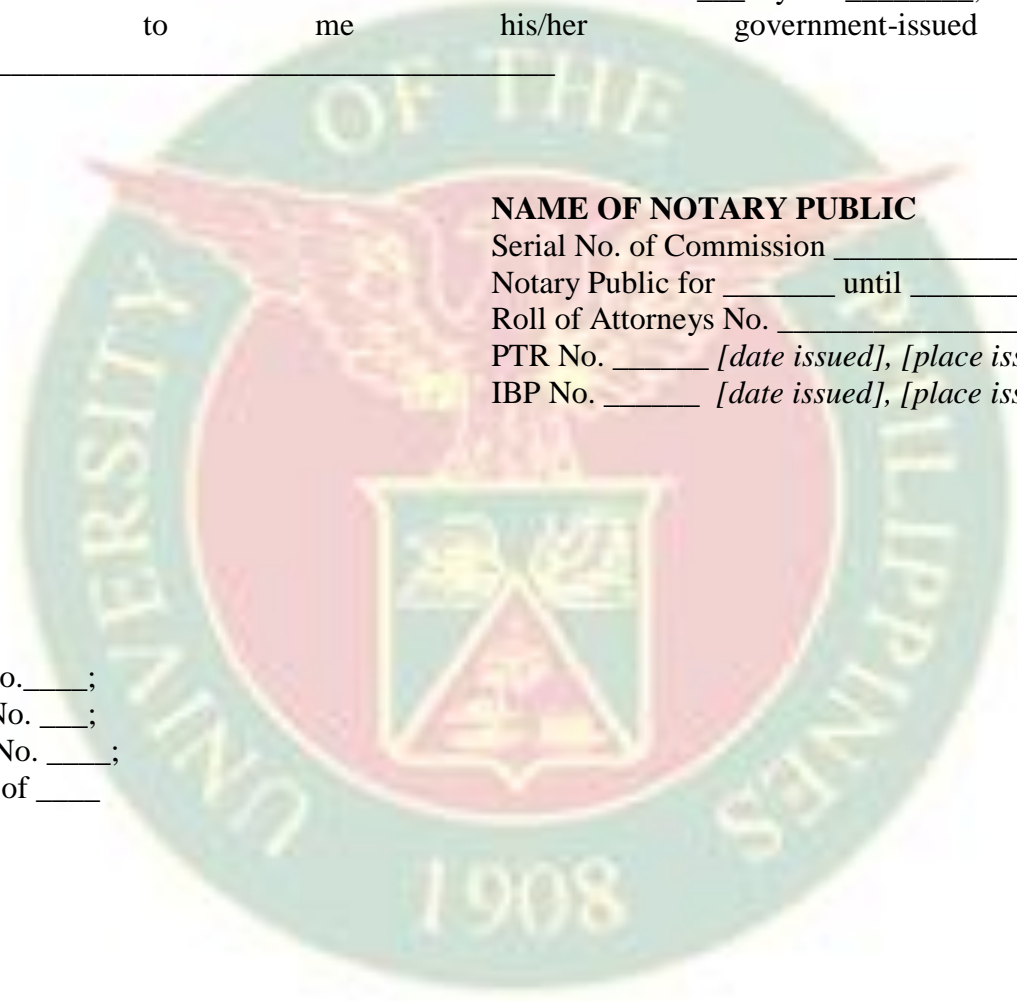
RESOLVED, FINALLY, that the said corporate representatives shall be tasked with lawfully doing or causing to be done in behalf of the corporation all things necessary to give effect to this Resolution, and all such acts are so hereby ratified and confirmed as binding on the corporation

I further certify that the foregoing Resolution is outstanding and effective and has not been amended, repealed or superseded to date.

Signed this ___ day of _____, 20__, in _____.

Corporate Secretary

SUBSCRIBED AND SWORN to before me this ___ day of _____, 20__, affiant
exhibiting to me his/her government-issued ID:



NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ [date issued], [place issued]

IBP No. _____ [date issued], [place issued]

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

Omnibus Sworn Statement (Revised)

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 following responsibilities as a Bidder:

a) Carefully examine all of the Bidding Documents;

b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;

c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and

d) Inquire or secure 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.

11. *[Name of bidder]* hereby assigns the following contact number/s and email address/es as the official telephone/fax number and contact reference of the company where the BAC and UPLB notices may be transmitted.

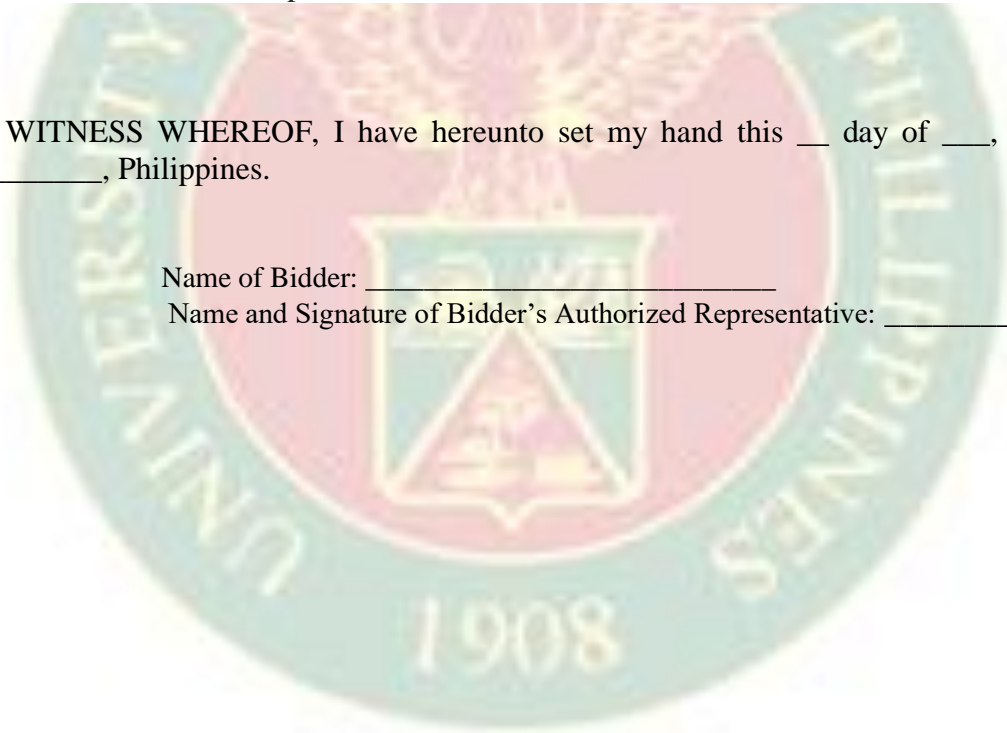
Telephone No/s.: _____
Fax No/s.: _____
Email Add/s.: _____
Mobile no.: _____

It is understood that notice/s transmitted in any of the above-stated telephone/fax numbers and/or e-mail address/es are deemed received as of its transmittal and the reckoning period for the reglementary periods stated in the bidding documents and the revised Implementing Rules and Regulations of Republic Act No. 9184 shall commence from receipt thereof.

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

Name of Bidder: _____

Name and Signature of Bidder's Authorized Representative: _____



Republic of the Philippines)
_____) S.S

SUBSCRIBED AND SWORN TO before me this ____ day of _____ 20__ affiant exhibiting to me his Government Issued Identification (GIID) _____ issued on _____ at _____.

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ [date issued], [place issued]

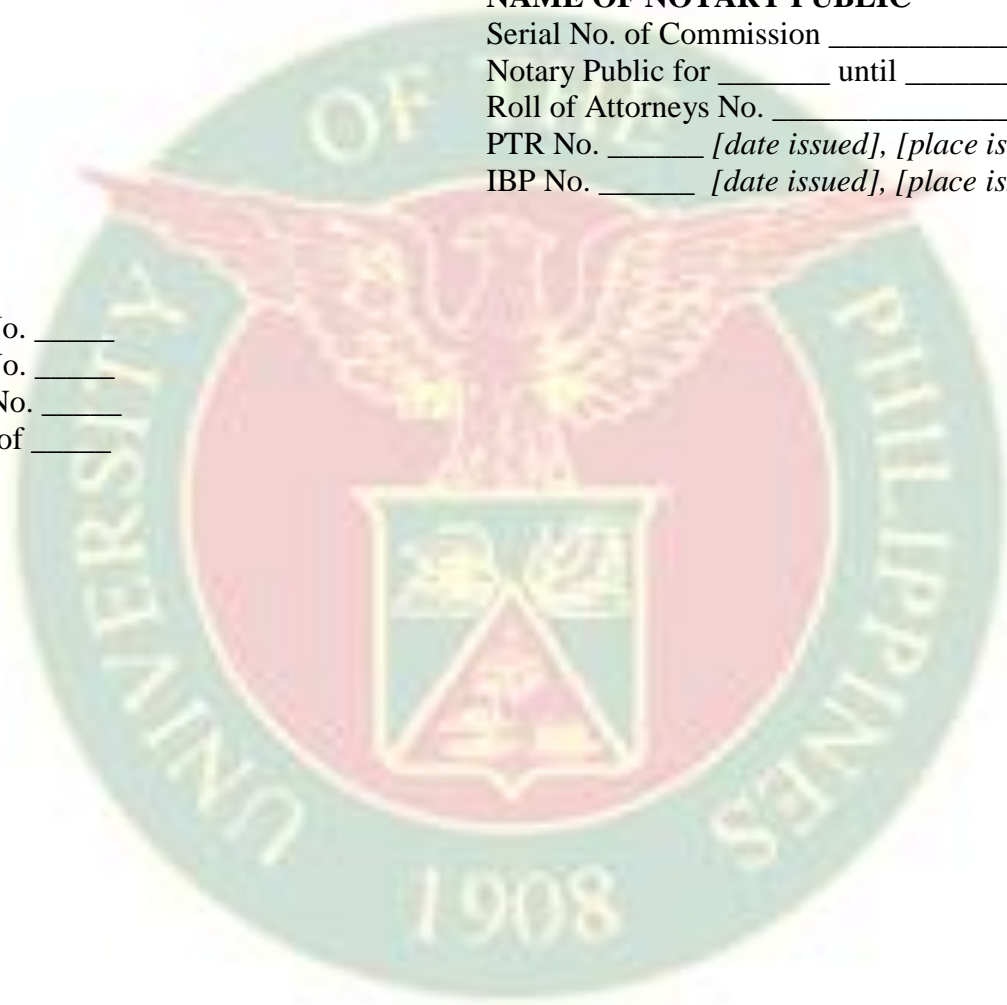
IBP No. _____ [date issued], [place issued]

Doc. No. _____

Page No. _____

Book No. _____

Series of _____



GPPB Resolution No. 16-2020, dated 16 September 2020

Bid Form

Date: _____

BID NO. *UPLB-S-011-02-21*
***SUPPLY AND DELIVERY OF BRANDED AND BRAND NEW INFORMATION
TECHNOLOGY, PARTS, ACCESSORIES AND PERIPHERALS FOR OFFICE
OF STUDENT HOUSING***

To: **BIDS AND AWARDS COMMITTEE**
University of the Philippines Los Baños
College, Laguna

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: _____



BID PRICES/ PRICE FORM/ BILL OF QUANTITIES

Please see attached PRICE SCHEDULE



Performance Securing Declaration (Revised)

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

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

PERFORMANCE SECURING DECLARATION

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

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

I/We, the undersigned, declare that:

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

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

[Insert NAME OF BIDDER OR ITS
AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

SUBSCRIBED AND SWORN to before me this ___ day of [month] [year], affiant exhibiting to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. _____ .

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ [date issued], [place issued]

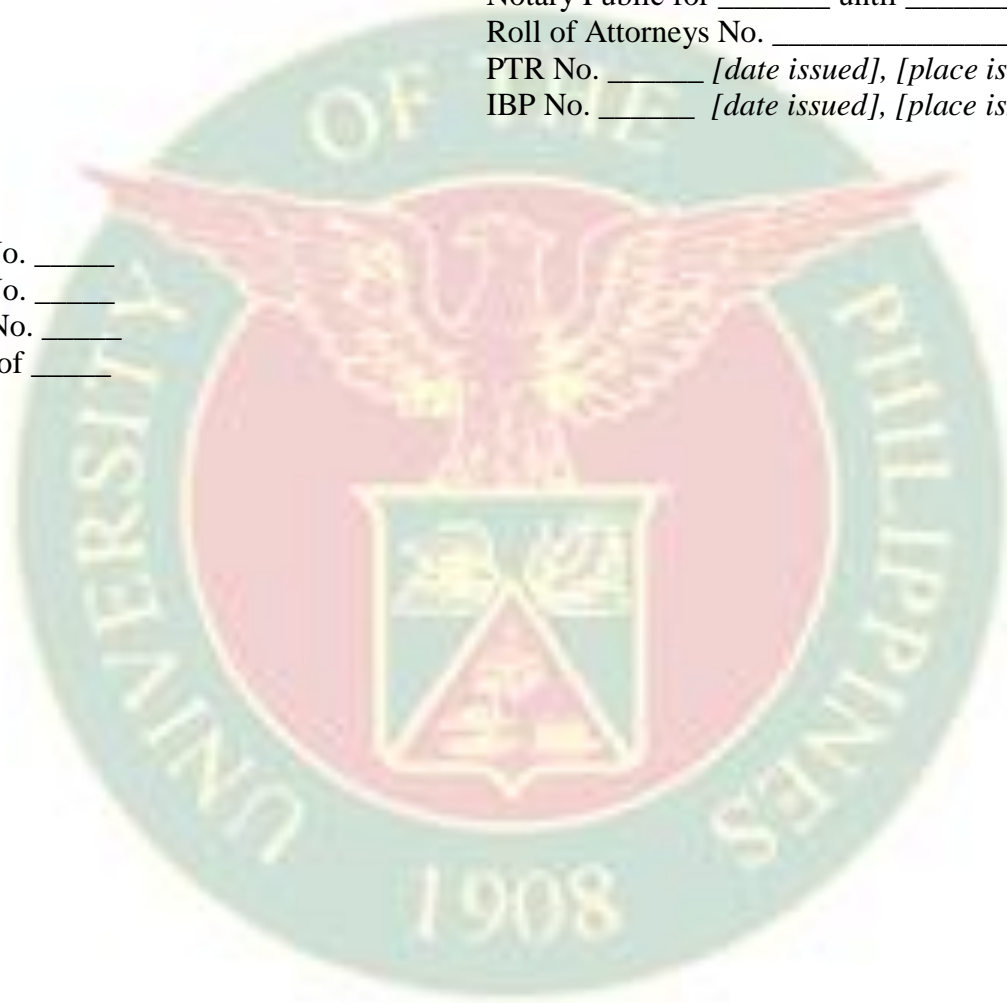
IBP No. _____ [date issued], [place issued]

Doc. No. _____

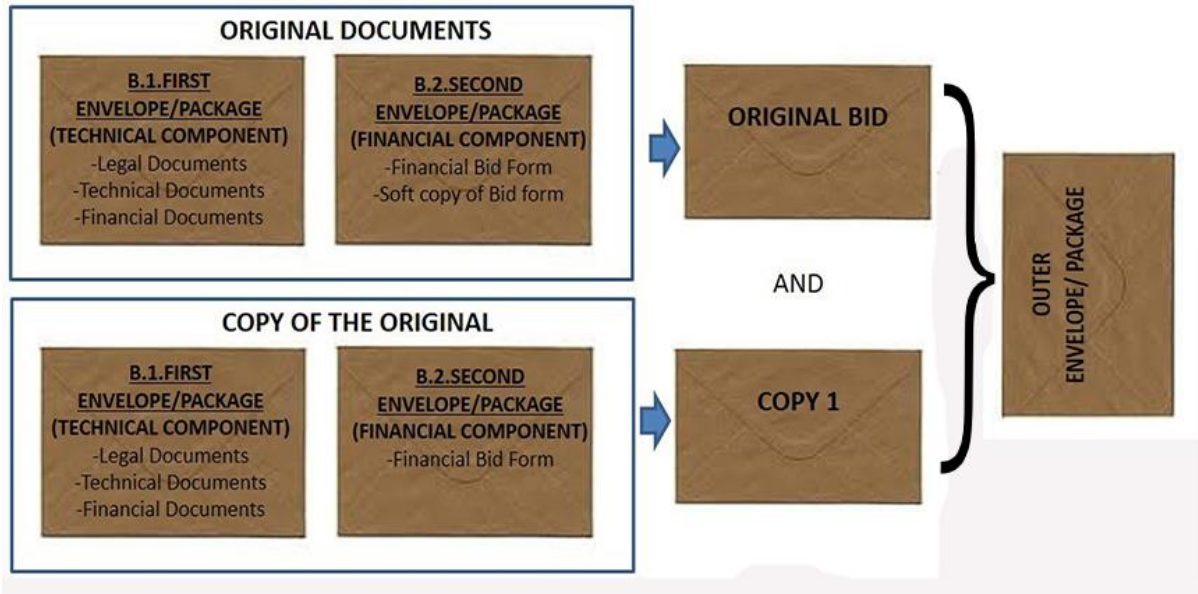
Page No. _____

Book No. _____

Series of _____



Packaging of Proposals (ITB No. 15)



All contents of the envelopes shall be arranged as enumerated in the checklist of requirements and labeled accordingly to facilitate the checking of the submitted documents. The format and signing of bids, and the sealing and marking of bids shall be in accordance with Section II. C.19 and 20 of the ITB respectively.

PACKAGING OF PROPOSAL

KINDLY WRAP YOUR BIDS WITH PLASTIC BEFORE SUBMITTING THE DOCUMENTS.