



PB 2023-12

**PUBLIC BIDDING FOR THE SUPPLY, DELIVERY,
INSTALLATION, CONFIGURATION,
MIGRATION AND COMMISSIONING OF WINDOWS
SERVER UPGRADE OF THE OFFICE OF THE
OMBUDSMAN**

**Sixth Edition
July 2020**

Table of Contents

Glossary of Acronyms, Terms, and Abbreviations3

Section I. Invitation to Bid.....6

Section II. Instructions to Bidders.....10

1. Scope of Bid 11

2. Funding Information..... 11

3. Bidding Requirements 11

4. Corrupt, Fraudulent, Collusive, and Coercive Practices..... 11

5. Eligible Bidders..... 12

6. Origin of Goods 12

7. Subcontracts 12

8. Pre-Bid Conference 12

9. Clarification and Amendment of Bidding Documents 12

10. Documents comprising the Bid: Eligibility and Technical Components12

11. Documents comprising the Bid: Financial Component 13

12. Bid Prices 13

13. Bid and Payment Currencies 14

14. Bid Security 14

15. Sealing and Marking of Bids 14

16. Deadline for Submission of Bids 14

17. Opening and Preliminary Examination of Bids 15

18. Domestic Preference 15

19. Detailed Evaluation and Comparison of Bids 15

20. Post-Qualification 16

21. Signing of the Contract 16

Section III. Bid Data Sheet17

Section IV. General Conditions of Contract.....20

1. Scope of Contract 21

2. Advance Payment and Terms of Payment 21

3. Performance Security 21

4. Inspection and Tests 21

5. Warranty 22

6. Liability of the Supplier 22

Section V. Special Conditions of Contract23

Section VI. Schedule of Requirements27

Section VII. Technical Specifications28

Section VIII. Checklist of Technical and Financial Documents35

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



Republic of the Philippines
OFFICE OF THE OMBUDSMAN
Agham Road, Diliman, Quezon City 1105

INVITATION TO BID FOR
PUBLIC BIDDING FOR THE SUPPLY, DELIVERY, INSTALLATION,
CONFIGURATION, MIGRATION AND COMMISSIONING OF WINDOWS SERVER
UPGRADE OF THE OFFICE OF THE OMBUDSMAN

1. The Office of the Ombudsman, through the General Appropriations Act for CY 2023, intends to apply the sum of **Three Million Seven Hundred Ninety-Six Thousand One Hundred Pesos (P3,796,100.00)**, being the Approved Budget for the Contract (ABC) to payments under the contract for the **Public Bidding for the Supply, Delivery, Installation, Configuration, Migration and Commissioning of Windows Server Upgrade of the Office of the Ombudsman with Project Identification No. PB 2023-12**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The Office of the Ombudsman now invites bids for the **Public Bidding for the Supply, Delivery, Installation, Configuration, Migration and Commissioning of Windows Server Upgrade of the Office of the Ombudsman (PB2023-12)**.
3. **Delivery of goods and services for this project is required within ninety days (90 days) from receipt of the Notice to Proceed.** These goods and services for this project covers the supply, delivery, installation, configuration, migration, and all other necessary services to be completed within 90 days from receipt of the Notice to Proceed.
4. Bidders should have completed, within five (5) years from the submission and receipt of bids, a contract similar to the Project, equivalent to at least fifty percent (50%) of the ABC. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II, Instructions to Bidders.
5. 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) 9184, otherwise known as the “Government Procurement Reform Act”.
6. 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 5183. Interested bidders should be enrolled in the Electronic Filing and Payment System (eFPS) program of the Bureau of Internal Revenue (BIR), pursuant to Executive Order No. 398, RR 3-2005, and must be registered under the Philippine Government Electronic Procurement System (PhilGEPS).
7. Prospective Bidders may obtain further information from the Office of the Ombudsman-Bids and Awards Committee Secretariat-Main (BAC Sec-Main) via email at [**bac@ombudsman.gov.ph**](mailto:bac@ombudsman.gov.ph) and inspect the Bidding Documents posted at the Ombudsman and the PhilGEPS websites.
8. A complete set of Bidding Documents may be acquired/downloaded by the interested Bidders starting **18 October 2023 to 10 November 2023 from the address below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB**, in the amount of **Five Thousand Pesos (P5,000.00)**. The

Procurement Entity shall allow the bidder to present its proof of payment for the fees **through electronic means not later than the submission of their bids.**

The bidding documents may also be downloaded **FREE OF CHARGE** from the websites of PhilGEPS and the Office of the Ombudsman, provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

- 9. The Office of the Ombudsman will hold a **Pre-Bid Conference on 27 October 2023 (Friday) at 09:30A.M. through video conferencing via Google Meet application**, which shall be open to prospective bidders. Prospective bidders should signify their intention to participate by sending an **email to BAC Secretariat-Main** through the email address given below. The Meeting Link and other details related to the video conference will be sent to the participants at least one (1) day before the event through email.
- 10. Bids must be duly received by the BAC Secretariat-Main through manual/physical submission at the designated receiving area with authorized receiving personnel of the Central Records Division of the Office of the Ombudsman on or before **10 November 2023 (Friday) at 02:00P.M. Late bids shall not be accepted. Unsealed or unmarked bid envelopes shall be rejected.** (Reference: Sec. 25.9, Updated 2016 RIRR of RA 9184).
- 11. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
- 12. **Bid opening** shall be on **13 November 2023 (Monday) at 01:30P.M. through video conferencing using Google Meet application** (face-to-face for the BAC Secretariat Main personnel). The Meeting Link and other details related to the video conference will be sent to the participants at least one (1) day before the event through email. Bids will be opened in the presence of the bidders’ representatives who choose to attend the activity.
- 13. Prospective bidders, who wish to join the pre-bid conference and the bid opening through video conferencing using Google Meet, must sent a letter of intent containing the names and email addresses of interested participants to the BAC Secretariat-Main email address: **bac@ombudsman.gov.ph**.
- 14. The Office of the Ombudsman 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.
- 15. Please refer to the table below for the cost of the bidding documents and summary of bidding activities:

COST OF BIDDING DOCUMENTS (Non-refundable)	₱5,000.00
INSPECTION/SELLING PERIOD OF BIDDING DOCUMENTS	18 October 2023 to 10 November 2023 - Bidding documents may be downloaded from the PhilGEPS website and Ombudsman website. - For payment of bidding fees, prospective bidders may inquire from the BAC Secretariat Main for payment details. Proof of payment such as deposit slips and transaction receipts may be submitted via email for the issuance of Official Receipt.

PRE-BID CONFERENCE	27 October 2023 (Friday) at 09:30 A.M. - Video Conferencing via Google Meet application - Prospective bidders should signify their intention to participate by sending an email to BAC Secretariat-Main and Google Meet Meeting Link and other details will be provided at least one (1) day before the event.
DEADLINE OF SUBMISSION OF BIDS (Note: Late bids shall not be accepted. Unsealed or unmarked bid envelopes shall be rejected) (Reference: Sec. 25.9, 2016 RIRR of RA 9184)	10 November 2023 (Friday) at 02:00P.M. - Manual/physical submission of bidding documents at the designated receiving area with authorized receiving personnel of Central Records Division of the Office of the Ombudsman, Ombudsman Main Building, Agham Road, Quezon City.
OPENING OF BIDS	13 November 2023 (Monday) at 01:30P.M. - Video Conferencing via Google Meet application - Prospective bidders should signify their intention to participate by sending an email to BAC Secretariat-Main and Google Meet Meeting Link and other details will be provided at least one (1) day before the event.

16. For further information, please refer to:

BIDS AND AWARDS COMMITTEE SECRETARIAT-MAIN

Ground Floor Ombudsman Main Building, Agham Road
Barangay Bagong Pag-asa, Quezon City 1105

☎ (02) 5317-8300 local 2206

✉ bac@ombudsman.gov.ph

www.ombudsman.gov.ph (See Bid Announcements)

***Note:** Please communicate through the email addresses or telephone number provided above. Also, all requests should be in writing and addresses to the BAC Secretariat-Main.*

17. You may visit the following websites for downloading of Bidding Documents:

- **Office of the Ombudsman Official Website:** www.ombudsman.gov.ph (see links under *Bid Announcements*>under *Invitation to Bid*)
- **Log in at PhilGEPS Website:** <https://notices.philgeps.gov.ph/>

17 October 2023, Quezon City, Philippines.

for:  **ADORACION A. AGBADA**
Assistant Ombudsman, OMB-Luzon/
Chairperson, Bids and Awards Committee

by:  **Dir. NELLIE P. BOGUEN-GOLEZ**
17 October 2023

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, Office of the Ombudsman wishes to receive Bids for the **Public Bidding for the Supply, Delivery, Installation, Configuration, Migration and Commissioning of Windows Server Upgrade of the Office of the Ombudsman** with Project Identification Number: **PB 2023-12**.

[Note: The Project Identification Number is assigned by the Procuring Entity based on its own coding scheme and is not 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 **one (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 the year 2023 in the amount of **THREE MILLION SEVEN HUNDRED NINETY-SIX THOUSAND ONE HUNDRED PESOS (₱3,796,100.00)**.

2.2. The funding for this project is sourced from the NGA, the General Appropriations Act or Special Appropriations.

3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its **Updated 2016 RIRR**, 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 **ITB** 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 **Updated 2016 RIRR** of RA No. 9184 or other integrity violations in competing for the Project.

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the **Updated 2016 RIRR** of RA No. 9184, the Bidder's SLCC shall have, within the last five (5) years from the date of submission and receipt of bids, completed at least one (1) single contract that is similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the **Updated 2016 RIRR** 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. In this project, the Procuring Entity has prescribed that **Subcontracting is not allowed**.

8. Pre-Bid Conference

The Procuring Entity will hold a **Pre-bid conference** for this Project on the specified date and time through video conferencing via **Google Meet application** as indicated in **paragraph 9 of the ITB**.

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 **ITB**, 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 completed, within the last five (5) years from the date of submission and receipt of bids, at least one (1) single contract that is similar to this Project, with an amount of at least fifty percent (50%) of the proposed project for bidding 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 **Updated 2016 RIRR** of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **ITB** shall not be accepted.

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in the **BDS**.
 - b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers

registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.

- ii. The price of other (incidental) services, if any, as listed in the **BDS**.

13. Bid and Payment Currencies

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

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

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration 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) 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.

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

16.1. The Bidders shall submit on the specified date and time at its physical address as indicated in paragraph 10 of the **ITB**.

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 the **ITB**. 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 Main.

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

- 17.2. The preliminary examination of bids shall be governed by Section 30 of the **Updated 2016 RIRR** 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 **Updated 2016 RIRR** of RA No. 9184.

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the **Updated 2016 RIRR** of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the **Updated 2016 RIRR** of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as one project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the **Updated 2016 RIRR** 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

- 20.2. 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, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: <ol style="list-style-type: none"> Supply, delivery, installation and Configuration of Microsoft Products; completed within five (5) years prior to the deadline for the submission and receipt of bids; and In the amount of at least 50% of the Approved Budget for the Contract.
7.1	The Procuring Entity has prescribed that subcontracting is not allowed.
12	The price of the Goods shall be quoted delivered duty paid (DDP) to the Office of the Ombudsman, Agham Road, Diliman, Quezon City or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: <ol style="list-style-type: none"> The amount of not less than ₱75,922.00 which is equivalent to two percent (2%) of the ABC, if bid security is in cash, cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit; or The amount of not less than ₱189,805.00 which is equivalent to five percent (5%) of the ABC, if bid security is in Surety Bond.
15	<p>Each Bidder shall submit one (1) original and one (1) certified true copy of the first (technical) and second (financial) components of its bid.</p> <p>The First Envelope and Second Envelope should be properly marked and sealed as “ORIGINAL COPY – ELIGIBILITY AND TECHNICAL COMPONENT” and “ORIGINAL COPY – FINANCIAL COMPONENT”, respectively, to avoid confusion and BOTH envelopes shall be placed inside ONE BIG SEALED envelope.</p> <p>The bidder shall also submit Copy No. 1 of the First Envelope and Second Envelope and placed inside ONE BIG SEALED envelope with markings on the inner envelopes as “COPY NO. 1 - ELIGIBILITY AND TECHNICAL COMPONENT” and “COPY NO. 1 – FINANCIAL COMPONENT”.</p> <p>For authentication purposes, <u>ALL PAGES</u> of the bidding documents for submission must be certified by the authorized signatory of the participating Bidder/Company. The Bidders/Companies are also reminded to put proper arrangements on each bidding documents.</p> <p>The bidder should use the prescribed <u>Sample Forms under Section VIII</u>.</p>
19.3	<p>PUBLIC BIDDING FOR THE SUPPLY, DELIVERY, INSTALLATION, CONFIGURATION, MIGRATION AND COMMISSIONING OF WINDOWS SERVER UPGRADE OF THE OFFICE OF THE OMBUDSMAN (PB 2023-12)</p> <p>ABC = THREE MILLION SEVEN HUNDRED NINETY-SIX THOUSAND ONE HUNDRED PESOS (₱3,796,100.00)</p> <p>Any bid with a financial component exceeding this amount shall not be accepted. The computation of a prospective bidder’s NFCC must be at least equal to the ABC to be bid, pursuant to Section 23.4.1.4 of the Updated 2016 RIRR of RA No. 9184.</p>

20.2	<p>The bidder with the Lowest Calculated Bid shall submit ALL of the following post-qualification documents:</p> <ol style="list-style-type: none"> 1. SEC/DTI Registration; 2. Valid & Current Mayor’s Permit/ Municipal Licenses–Year 2023; 3. Valid Tax Clearance per Executive Order 398, Series of 2005; 4. Certificate of VAT Registration; 5. Certificate of PhilGEPS Registration; 6. Any proof of enrollment in the Electronic Filing and Payments System (EFPS); 7. Latest income and business tax returns, filed and paid through the Electronic Filing and Payment Systems (EFPS); 8. Latest General Information Sheet (for corporation); 9. Company Profile and Lists of Clients (projects related to the procurement of Microsoft products); 10. Affidavit of Undertaking of the Supplier or Certification of Microsoft showing that the supplier is an authorized partner/reseller for at least 5 years; and 11. List of Microsoft Certified Professional(s) who will render the required services.
21.1	<p>Warranty Security – The obligation for the warranty for the supplies shall be covered by, at the supplier’s option, either retention money in an amount equivalent to one percent (1%) of every progress payment, or a special bank guarantee equivalent to one percent (1%) of the total Contract Price, to be released after three (3) years after final acceptance (from the date of project completion) by the Procuring Entity.</p>

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 Updated 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 Updated 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 Updated Revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

- 5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the Updated 2016 revised IRR of RA No. 9184.
- 5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

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 [Quezon City, (Office of the Ombudsman, Agham Road, Diliman, Quezon City)]. 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 to Quezon City (Office of the Ombudsman, Agham Road, Diliman, Quezon City). Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of goods and services for this project is required within ninety days (90 days) from receipt of the Notice to Proceed. These goods and services for this project covers the supply, delivery, installation, configuration, migration, and all other necessary services to be completed within 90 calendar days.</p> <p>Delivery of the Goods and Services shall be made by the Supplier in accordance with the terms specified in Section VI, Schedule of Requirements.</p> <p>For the purpose of this Clause, the Procuring Entity’s Representative at the Project Site is Management Information System Service (MISS), Office of the Ombudsman-Central Office.</p> <p>Incidental Services -</p> <p>The Supplier/Service Provider 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; and 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. <p>Spare Parts –</p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p>

1. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract.

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

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

Packaging –

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.

The outer packaging must be clearly marked on at least four (4) sides as follows:

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

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.

Transportation –

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.

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

	<p>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	<p>The terms of payment shall be as follows:</p> <ul style="list-style-type: none"> • Bidder/Supplier shall provide a service acceptance report to confirm completion of the project that covers the supply, delivery, installation, configuration, migration, commissioning, and all other necessary services. • 100% payment after the activation and issuance of Certificate of Acceptance by the Inspection and Acceptance Committee of the Office of the Ombudsman and the end-user.
4	<p>Inspection, Testing and Acceptance</p> <p>The inspection and approval as to the acceptability of the Goods and Services vis-à-vis its compliance with the technical specifications and schedule of requirements will be conducted by the Inspection and Acceptance Committee of the Office of the Ombudsman and the end-user.</p>

Section VI. Schedule of Requirements

PB 2023-12:

**PUBLIC BIDDING FOR THE SUPPLY, DELIVERY, INSTALLATION,
CONFIGURATION, MIGRATION AND COMMISSIONING OF WINDOWS
SERVER UPGRADE OF THE OFFICE OF THE OMBUDSMAN**

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/Schedule of Works	Delivery Delivered, Weeks/Months
1	Supply, Delivery, Installation, Configuration, Migration and Commissioning of Windows Server Upgrade of the Office of the Ombudsman	within 90 Days from receipt of the Notice to Proceed
2	System Administration Training	
TOTAL		90 calendar days

Note: Delivery schedule may be adjusted by the end-user upon written notice to the supplier/bidder.

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

Name: _____

Legal Capacity: _____

Signature: _____

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

Date Signed: _____

Section VII. Technical Specifications

Technical Specifications

OMBUDSMAN BID FORM No. 1 – TECHNICAL SPECIFICATION WITH BIDDER’S STATEMENT OF COMPLIANCE

HON. ADORACION A. AGBADA
 Chairperson, Bids and Awards Committee
 Office of the Ombudsman
 Agham Road, North Triangle
 Diliman, Quezon City

Madam:
 Herewith is our TECHNICAL PROPOSAL for your office requirement:

(INSTRUCTION TO BIDDER: **Check ☒** the **“Comply”** box if bidder complies with the Ombudsman Specifications. A Technical Proposal containing unchecked “Comply” boxes would be automatically rated as “FAILED.”)

Item	Technical Specifications	Bidder’s Statement of Compliance*
1	<u>Latest Version of Windows Server Standard Edition</u>	
	Perpetual Licenses for five (5) servers with two (2) processors with at least eight (8) cores each	<input type="checkbox"/> Comply
	Includes eight hundred fifty-seven (857) Device Client Access Licenses (CALs)	<input type="checkbox"/> Comply
2	<u>Implementation Services</u>	
	Installation of the latest Windows server operating system for five (5) virtual machines	<input type="checkbox"/> Comply
	Installation of latest updates/patches/service pack	<input type="checkbox"/> Comply
	Configuration of IP addresses, the fully qualified domain name (FQDN), and basic settings	<input type="checkbox"/> Comply
	Configuration for Directory Services (DS) role	<input type="checkbox"/> Comply
	Configuration of the existing (primary) DS server in preparation for migration	<input type="checkbox"/> Comply
	Migration of existing DS to new DS server(s)	<input type="checkbox"/> Comply
	All system migration activities should be in adherence to the prescribed procedures of the software manufacturer	<input type="checkbox"/> Comply
	Demotion/Decommission of the old DS server(s)	<input type="checkbox"/> Comply
	Upgrade of current Windows Server 2016 to latest version	<input type="checkbox"/> Comply
	All stated services must be performed by Microsoft Certified Professional(s)	<input type="checkbox"/> Comply
	The supplier must be a certified partner or reseller of Microsoft Products for at least 5 years	<input type="checkbox"/> Comply
	Must provide full documentation for all system installation and migration procedures with proof of migration success and troubleshooting of all issues encountered	<input type="checkbox"/> Comply
	The project implementation (installation, configuration, migration, and all other necessary services) must be completed within 90 days from receipt of Notice to Proceed (NTP)	<input type="checkbox"/> Comply
	180-day Workmanship Warranty for the project implementation (installation, configuration, migration, and all other necessary services)	<input type="checkbox"/> Comply

3	<u>System Administration Training</u>	
	Official training for 6 persons on the following Microsoft courses: 1. Course AZ-800T00: Administering Windows Server Hybrid Core Infrastructure 2. Course AZ-801T00: Configuring Windows Server Hybrid Advanced Services	<input type="checkbox"/> Comply
	The official training courses shall be conducted in 2 batches with 3 participants per batch	<input type="checkbox"/> Comply
	All requirements for the hands-on exercises for the training including laptops or computers should be provided by the supplier	<input type="checkbox"/> Comply
	Inclusive of the latest official course materials from Microsoft	<input type="checkbox"/> Comply
	The course instructor must have a valid certification with at least two (2) years of professional experience in teaching Microsoft courses	<input type="checkbox"/> Comply
	The training venue should be within Metro Manila	<input type="checkbox"/> Comply
	Issuance of certificate of completion at the end of each training	<input type="checkbox"/> Comply
	The training should be conducted within 90 days from receipt of Notice to Proceed (NTP)	<input type="checkbox"/> Comply

I hereby certify that the statement of compliance to the foregoing technical specifications are true and correct, otherwise, if found to be false either during bid evaluation or post-qualification, the same shall give rise to automatic disqualification of our bid.

Very truly yours,

Signature Over Printed Name

Position

Company

Telephone Number/s

Email address/es

Date signed

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

OMBUDSMAN BID FORM NO. 2-FINANCIAL PROPOSAL WITH UNDERTAKING

BID FORM

Date : _____

Project Identification No. : **PB 2023-12**

HONORABLE SAMUEL R. MARTIRES

Ombudsman

Office of the Ombudsman

Agham Road, North Triangle

Diliman, Quezon City

Attention: **HON. ADORACION A. AGBADA**

The Chairperson

Bids and Awards Committee-Main

Dear Ombudsman Martires:

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers _____, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to Public Bidding For various information technology (IT) projects for the Office of the Ombudsman for **PUBLIC BIDDING FOR THE SUPPLY, DELIVERY, INSTALLATION, CONFIGURATION, MIGRATION AND COMMISSIONING OF WINDOWS SERVER UPGRADE OF THE OFFICE OF THE OMBUDSMAN**, 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.

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 *[Special Power of Attorney/Secretary's Certificate/Certification from the Bidder/Authority issued by the bidder]*.

We acknowledge that failure to sign each and every page of this Bid Form, including the *attached Detailed Cost Breakdown/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: _____

Please also provide the following details for purposes of Bid notification required under Section 25.7 of the 2016 IRR (kindly provide details of **at least two (2)** officers of your company):

Name of Proprietor/ Managing Partner / President/Officer: _____
Position/Designation: _____
Address: _____
Email Address/es: _____
Contact Number/s: _____

Name of Proprietor/ Managing Partner / President/Officer: _____
Position/Designation: _____
Address: _____
Email Address/es: _____
Contact Number/s: _____

Price Schedule for Goods Offered from Abroad (If applicable)
[shall be submitted with the Bid if bidder is offering goods from Abroad]

For Goods Offered from Abroad

Name of Bidder _____ Project ID No. **PB 2023-12** Page ____ of ____

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)

Name: _____

Legal Capacity: _____

Signature: _____

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

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

For Goods Offered from Within the Philippines

Name of Bidder _____ Project ID No. **PB 2023-12** Page ____ of ____

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

Name: _____

Legal Capacity: _____

Signature: _____

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

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

[Note: The Bidder must **submit two copies** of the first envelope-(1) Original Copy and (2) Copy 1]

Class “A” Documents

Legal Documents

- ☐ Valid and current Certificate of PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR of RA 9184 and GPPB Resolution No. 15-2021 dated 14 October 2021¹.

Notes:

Only the current/updated Certificate of PhilGEPS Registration (Platinum Membership) shall be accepted during the Opening of Bids. Also, expired Certificate shall be a ground for the bid to be considered “failed”.

Technical Documents

- ☐ Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **AND**
- ☐ 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**
- ☐ Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission; **OR**
 - ☐ Original copy of Notarized Bid Securing Declaration; **AND**
- ☐ **Ombudsman Bid Form No. 1** - Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **AND**
- ☐ Original duly signed Omnibus Sworn Statement (OSS) (use GPPB prescribed form as per GPPB Resolution No. 16-2020) [see the sample form]; **AND**
- ☐ Proof of Appointment of Bidder’s Authorized Representative(s):
 - ☐ NOTARIZED Certificate issued by the Corporate Secretary (for Corporation/Cooperative/Joint Venture) or issued by the Managing Partner or President (for Partnership), attesting the appointment of the bidder’s representative(s) [see the sample form]; **OR**
 - ☐ NOTARIZED Special Power of Attorney for Sole Proprietorship (see the sample form).

¹ The following are the related provisions/requirements based on GPPB Resolution No. 15-2021 dated 14 October 2021 regarding submission of valid/current PhilGEPS Certificate of Registration (Platinum Membership):

- LIFT the suspension on the implementation of mandatory submission of the PhilGEPS Certificate of Registration (Platinum Membership) in Competitive Bidding and Limited Source Bidding, thus, fully enforcing Section 8.5.2 and 54.6 of the 2016 revised IRR of RA 9184 starting 01 January 2022; and
- AMEND Sections 23.1(a)(ii) and 24.1(a)(ii) of the 2016 revised IRR of RA 9184 to reflect that the submission of the recently expired Mayor’s Permit together with the Official Receipt as proof that the prospective bidders has applied for renewal within the period prescribed by the concerned local government unit shall be accepted by the PhilGEPS for the purpose of updating the PhilGEPS Certificate of Registration (Platinum Membership) in accordance with Section 8.5.2 of the 2016 revised IRR of RA 9184

Financial Documents

- ☐ BIDDER'S COMPUTATION OF NET FINANCIAL CONTRACTING CAPACITY (NFCC) which must be at least equal to the Approved Budget for the Contract (ABC) based on the submitted AFS under Annex "A" of PhilGEPS Certificate or submitted AFS, and lists of on-going project (s);² **OR**
- ☐ A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC Computation.

Class "B" Documents

- ☐ 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.

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

- ☐ *[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.
- ☐ If the Bidder claims preference as a Domestic Bidder/Domestic Entity, the bidder must submit:
- ☐ Certification from the Department of Trade and Industry stating that the articles forming part of its bid are substantially composed of articles, materials, or supplies grown, produced, or manufactured in the Philippines.

² 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.

II. FINANCIAL COMPONENT ENVELOPE

[Note: The Bidder must submit two copies of the second envelope-(1) Original Copy and (2) Copy 1]

- ☐ Ombudsman Bid Form No. 2 - Original of duly signed and accomplished Financial Bid Form³; AND
- ☐ Original of duly signed and accomplished Price Schedules(s).

Important note:

For authentication purposes, ALL PAGES of the bidding documents for submission must be certified by the authorized signatory of the participating Bidder/Company. The bidders are also reminded to put proper tab on each bidding documents.

The bidder should use the prescribed Sample Forms on the pages indicated in the table of Sample Forms.

³ Note: Where a required item is provided but no price is indicated, the same shall be considered as non-responsive. However, specifying a “0” (zero) or “-” (dash) for the said item would mean that it is being offered for FREE to the government, except those required by law or regulations to be provided for (Section 32.2.1 (a), Rule IX, IRR)

OFFICE OF THE OMBUDSMAN
Bids and Awards Committee-Main

SAMPLE FORMS	Page
Omnibus Sworn Statement (Revised)	40
Authority of Signatory – Special Power of Attorney	42
Authority of Signatory – Secretary’s Certificate	43
Statement of All Ongoing Government and Private Contracts Including Contracts awarded but not yet started either similar in nature or not	45
Statement identifying the bidder’s Single Largest Completed Contract (SLCC)	46
NFCC/Financial Documents for Eligibility Check	47
Credit Line Certificate	48
Bank Guarantee Form	50
Contract Agreement Form (Revised)	51
Bid Securing Declaration (Revised)	53
Performance Securing Declaration (New)	54

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

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

AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]
Affiant

SUBSCRIBED AND SWORN to before me this day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s personally appear before me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her _____, with his/her photograph and signature appearing thereon, with no. _____ 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 _____.

SPECIAL POWER OF ATTORNEY

I, _____, President of _____, a corporation incorporated under the laws of _____, with its registered office at _____, by virtue of Board Resolution No. _____ dated _____, has made, constituted and appointed _____ true and lawful attorney, for it and its name, place and stead, to do, execute and perform any and all acts necessary and/or represent _____ in the bidding of _____ as fully and effectively as corporation might do if personally present with full power of substitution and revocation and hereby confirming all that said representative shall lawfully do or cause to be done by virtue hereof.

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

Affiant

Signed in the Presence of:

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
QUEZON CITY) SS.

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this _____ day of _____ 20__, personally appeared:

NAME CTC/Government Issued ID NO. ISSUED AT/ON

known to me and known to be the same person who executed the foregoing instrument consisting of _____() pages, including the page whereon the acknowledgments is written and acknowledged before me that the same is his free and voluntary act and deed and that of the Corporation he represents.

WITNESS MY HAND AND NOTARIAL SEAL, at the place and on the date first above written.

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 _____.

SECRETARY’S CERTIFICATE

I, _____, a duly elected and qualified Corporate Secretary of _____, a corporation duly organized and existing under and by virtue of the law of the _____ DO HEREBY CERTIFY, that:

I am familiar with the facts herein certified and duly authorized to certify the same;

At the regular meeting of the Board of Directors of the said Corporation duly convened and held on _____ at which meeting a quorum was present and acting throughout, the following resolutions were approved, and the same have not been annulled, revoked and amended in any way whatever and are in full force and effect on the date hereof:

RESOLVED, that _____ be, as it hereby is, authorized to participate in the bidding of _____ by the Office of the Ombudsman; and that if awarded the project shall enter into contract with the Office of the Ombudsman; and in connection therewith hereby appoint _____ acting as duly authorized and designated representatives of _____, are granted full power and authority to do, execute and perform any and all acts necessary and/or to represent _____ in the bidding as fully effectively as the _____ might do if personally present with full power of substitution and revocation and hereby satisfying and confirming all that my said representative shall lawfully do or cause to be done by virtue hereof;

RESOLVED FURTHER THAT, the _____ hereby authorizes its President to:

- (1) execute a waiver of jurisdiction whereby the _____ hereby submits itself to the jurisdiction of the Philippine government and hereby waives its right to question the jurisdiction of the Philippine courts;
- (2) execute a waiver that the _____ shall not seek and obtain writ of injunctions or prohibition or restraining order against the Office of the Ombudsman or any other agency in connection with this project to prevent and restrain the bidding procedures related thereto, the negotiating of and award of a contract to a successful bidder, and the carrying out of the awarded contract.

WITNESS the signature of the undersigned as such officer of the said _____ this _____.

(Corporate Secretary)

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
QUEZON CITY) SS.

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this _____ day of _____ 20__, personally appeared:

NAME	CTC/Government Issued ID NO.	ISSUED AT/ON
_____	_____	_____
_____	_____	_____

known to me and known to be the same person who executed the foregoing instrument consisting of _____() pages, including the page whereon the acknowledgments is written and acknowledged before me that the same is his free and voluntary act and deed and that of the Corporation he represents.

WITNESS MY HAND AND NOTARIAL SEAL, at the place and on the date first above written.

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 _____.

STATEMENT OF ALL ONGOING GOVERNMENT AND PRIVATE CONTRACTS

- I/We _____, do hereby state that:
1. I/We am/are the authorized and designated representative(s) of _____(Name of Bidder)_____ with office address at _____;and
 2. I/We am/are making this Statement of All Ongoing Government and Private Contract(s) as of _____ in compliance with Section 23.1 and 24.1 of the Revised IRR of RA 9184 and in accordance with the requirements of the Office of the Ombudsman- Bids and Awards Committee:

ONGOING GOVERNMENT AND PRIVATE CONTRACTS INCLUDING THOSE AWARDED BUT NOT YET STARTED

Project Name and Description	a. Client Name b. Address c. Telephone Nos. d. Contact Person	a. Date Awarded b. Date Started c. Date of Completion	Title of the Project in the Contract	% of Accomplishment		Contract Amount	Value of Outstanding Contracts/ Undelivered Portion	Date of Delivery/ Completion
				Planned	Actual			
<u>GOVERNMENT:</u>								
<u>PRIVATE:</u>								
				TOTAL COST				

Important notes:
This statement shall be supported with:
1 Notice of Award and/or Contract
2 Notice to Proceed issued by the owner

Submitted by:

Signature Over Printed Name of Authorized Representative

Name of the Company: _____

Date Signed: _____

STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT SIMILAR TO THE REQUIREMENT

I/We _____, do hereby state that:

- 1. I/We am/are the authorized and designated representative(s) of _____ (Name of Bidder) with office address at _____;
- 2. I/We am/are making this Statement of Single Largest Completed Contract (SLCC) similar to the contract to be bid in accordance to the provisions of RA 9184 and the requirements of the Office of the Ombudsman- Bids and Awards Committee; and
- 3. The following are the details about the said single largest completed contract similar to the Project within the last five (5) years:

Name of the Contract	Company Name, Contact Person and Contact Number	Description of Similar Contract	Items/Goods	Amount of Contract	Date of Completion

Note: Description of Similar Contract (*description should show with the requirements such as kinds of goods sold, nature/scope of the contract for the procuring entity to determine the relevance of the entries with the Procurement at hand*)

- This statement shall be supported with:
- 1. Certificate of Acceptance by the end-user or Official Receipt (OR) or Sales Invoice
 - 2. Contract or Purchase Order

Submitted by:

Signature Over Printed Name of Authorized Representative

Name of the Company: _____

Date Signed: _____

FINANCIAL DOCUMENTS FOR ELIGIBILITY CHECK

COMPUTATION OF NET FINANCIAL CONTRACTING CAPACITY

CURRENT ASSET	PhP	
CURRENT LIABILITIES (less)	PhP	
NETWORTH	PhP	
	PhP	x 15
VALUE OF ALL OUTSTANDING CONTRACTS (less)	PhP	
	PhP	
VALUE OF ALL AWARDED BUT NOT YET STARTED CONTRACTS (less)	PhP	
NET FINANCIAL CONTRACTING CAPACITY	PhP	

Notes:

The information herein will be based on financial statement for immediately preceeding calendar year duly audited and received by the BIR

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

NFCC = 15 (current asset – current liabilities) minus value of all outstanding works under ongoing contracts including awarded contracts yet to be started

NFCC = P _____

K = is fixed to 15 (Reference 2016 IRR, RA 9184)

The bidder may submit a committed Line of Credit from a Universal or Commercial Bank which must be equal to 10% of the ABC, in lieu of its NFCC computation (Reference: 2016 IRR, RA 9184).

Submitted by:

Signature Over Printed Name of Authorized Representative

Name of the Company: _____

Date Signed: _____

CREDIT LINE CERTIFICATE

Date: _____

HON. SAMUEL R. MARTIRES

Ombudsman
Office of the Ombudsman
Agham Rd. North Triangle,
Diliman, Quezon City

CONTRACT / PROJECT : _____
COMPANY / FIRM : _____
ADDRESS : _____
BANK : _____
ADDRESS : _____
AMOUNT : _____

This is to certify that the above Bank with business address indicated above, commits to provide the _____, 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 _____ 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 _____ in connection with the bidding requirement of the Office of the Ombudsman 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 : _____
Email Address: _____

Concurred By:
Name & Signature of Supplier/Distributor/
Manufacturer/Contractor's
Authorized Representative : _____
Official Designation : _____
Email Address: _____

Note: The amount committed should be machine validated.

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
QUEZON CITY) SS.

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this _____ day of _____ 20__, personally appeared:

NAME CTC/Government Issued ID NO. ISSUED AT/ON

known to me and known to be the same person who executed the foregoing instrument consisting of _____ () pages, including the page whereon the acknowledgments is written and

acknowledged before me that the same is his free and voluntary act and deed and that of the Corporation he represents.

WITNESS MY HAND AND NOTARIAL SEAL, at the place and on the date first above written.

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

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*]

Bank Guarantee Form for Advance Payment

To: *[name and address of PROCURING ENTITY]*
 [name of Contract]

Gentlemen and/or Ladies:

In accordance with the payment provision included in Section 2.2, General Conditions of Contract to provide for advance payment, *[name and address of Supplier]* (hereinafter called the “Supplier”) shall deposit with the PROCURING ENTITY a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[bank or financial institution]*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the PROCURING ENTITY on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding *[amount of guarantee in figures and words]*.

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

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

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

CONTRACT AGREEMENT

THIS AGREEMENT made the _____ day of _____ 20____ between [name of PROCURING ENTITY] of the Philippines (hereinafter called “the Entity”) of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called “the Supplier”) of the other part;

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:
 - i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
 - ii. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;
 - iii. Performance Security;
 - iv. Notice of Award of Contract; and the Bidder’s conforme thereto; and
 - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**
3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.

4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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

[Insert Name and Signature]
[Insert Signatory's Legal Capacity]

for:
[Insert Procuring Entity]

[Insert Name and Signature]
[Insert Signatory's Legal Capacity]

for:
[Insert Name of Supplier]

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
QUEZON CITY) SS.

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this _____ day of _____ 20__, personally appeared:

<u>NAME</u>	<u>CTC/Government Issued ID NO.</u>	<u>ISSUED AT/ON</u>
_____	_____	_____
_____	_____	_____

known to me and known to be the same person who executed the foregoing instrument consisting of _____() pages, including the page whereon the acknowledgments is written and acknowledged before me that the same is his free and voluntary act and deed and that of the Corporation he represents.

WITNESS MY HAND AND NOTARIAL SEAL, at the place and on the date first above written.

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

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]*

Bid Securing Declaration Form

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

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

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

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

I/We, the undersigned, declare that:

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

SUBSCRIBED AND SWORN to before me this day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s personally appear before me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her _____, with his/her photograph and signature appearing thereon, with no. _____ 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 _____.

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] at [place of execution], Philippines. Affiant/s personally appear before me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [____], with his/her photograph and signature appearing thereon, with no. ____ issued on ____ at ____.

Name of Notary _____
Public Serial No. of Commission _____
Notary Public for _____ until _____
Roll of Attorneys No. _____
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Series of _____.

