



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

SUPPLEMENTAL/BID BULLETIN NO. 1

**PUBLIC BIDDING FOR THE PROCUREMENT OF BASIC PRINTER AND
 DESKTOP COMPUTERS FOR THE OFFICE OF THE OMBUDSMAN
 23 April 2024**

AMENDMENTS/CLARIFICATIONS TO THE BIDDING DOCUMENTS

1. The Bids and Awards Committee-Main hereby issues amendments/modifications/clarifications to the Original Bidding Documents particularly to the following matters:
 - a. Pages 7 and 8. Section I. Invitation to Bid;
 - b. Page 24. Section V. Special Conditions of Contract;
 - c. Page 28. Section VI. Schedule of Requirements;
 - d. Pages 29 to 31. Section VII. Technical Specifications; and
 - e. Page 40. Sample Forms. Affidavit of Undertaking.

2. All prospective bidders are informed of these amendments/modifications, as follows:

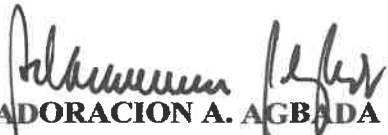
Particulars	ORIGINAL SPECIFICATION (see Original Bidding Documents)	AMENDMENT/CLARIFICATION/ MODIFICATION						
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- Bidders are reminded to **use and refer to the Amended Section I. Invitation to Bid, Amended Section V. Special Conditions of Contract, Amended Section Vi. Schedule of Requirements, Amended Section VII. Technical Specifications (Amended Ombudsman Bid Form No. 1), and Amended Affidavit of Undertaking**, which are attached in this Supplemental/Bid Bulletin.
- For further inquiries, you may coordinate with the Bids and Awards Committee Secretariat-Main at email address: bac@ombudsman.gov.ph and/or Telephone No.: (02) 5317-8300 local 2206.

Please be guided accordingly.


ADORACION A. AGBADA
Assistant Ombudsman, OMB-Luzon
Chairperson, Bids and Awards Committee-Main

Amended Section 1. Invitation to Bid

PB2024-01-A



Republic of the Philippines
OFFICE OF THE OMBUDSMAN
Sen. Miriam Defensor-Santiago Avenue (formerly Agham Road)
Brgy. Bagong Pag-asa, Diliman, Quezon City 1105

INVITATION TO BID FOR PUBLIC BIDDING FOR THE SUPPLY AND DELIVERY OF DESKTOP COMPUTER FOR IT OPERATIONS THE OFFICE OF THE OMBUDSMAN

1. The Office of the Ombudsman, through the General Appropriations Act for CY 2024, intends to apply the sum of **One Million Five Hundred Thousand Pesos (₱1,500,000.00)**, being the Approved Budget for the Contract (ABC) to payments under the contract for the **Public Bidding for the Supply and Delivery of Desktop Computer for IT Operations of the Office of the Ombudsman with Project Identification No. PB2024-01-A**. 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 and Delivery of Desktop Computer for IT Operations of the Office of the Ombudsman (PB2024-01-A)**.
3. **Delivery of goods and services is required within sixty (60) calendar days upon receipt of Notice to Proceed**. Bidders should have completed, **within five (5) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
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 (RIRR) of Republic Act (RA) 9184, otherwise known as the “Government Procurement Reform Act”.
5. 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).
6. 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** and inspect the Bidding Documents posted at the Ombudsman and the PhilGEPs websites.
7. A complete set of Bidding Documents may be acquired/downloaded by the interested Bidders starting **09 April 2024 to 30 April 2024 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 each (₱5,000.00)**. 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.

8. The Office of the Ombudsman will hold a **Pre-Bid Conference on 18 April 2024 (Thursday) at 01:30 p.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.
9. 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 **30 April 2024 (Tuesday) at 2:00 p.m. Late bids shall not be accepted. Unsealed or unmarked bid envelopes shall be rejected.** (Reference: Sec. 25.9, 2016 revised IRR of RA 9184).
10. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
11. **Bid opening** shall be on **02 May 2024 (Thursday) at 01:00 p.m. through video conferencing via 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.
12. Prospective bidders, who wish to join the pre-bid conference and the bid opening through video conferencing using Microsoft Teams, must send a letter of intent containing the names and email addresses of interested participants to the BAC Secretariat-Main email address: **bac@ombudsman.gov.ph**.
13. 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.
14. Please refer to the table below for the cost of the bidding documents and summary of bidding activities:

COST OF BIDDING DOCUMENTS (Non-refundable)	<u>₱5,000.00</u>
INSPECTION/SELLING PERIOD OF BIDDING DOCUMENTS	09 April 2024 to 30 April 2024 - 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	18 April 2024 (Thursday) at 1:30 p.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.

<p>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 revised IRR of RA 9184)</p>	<p>30 April 2024 (Tuesday) at 02:00 p.m.</p> <p>- 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, Senator Miriam Defensor-Santiago Avenue, (Formerly Agham Road), Brgy. Bagong Pag-asa, 1105 Quezon City.</p>
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15. For further information, please refer to:

BIDS AND AWARDS COMMITTEE SECRETARIAT-MAIN

Ground Floor Ombudsman Main Building
 Sen. Miriam Defensor-Santiago Avenue (Formerly Agham Road)
 Barangay Bagong Pag-asa, Diliman, 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.

16. 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/>

08 April 2024, Quezon City, Philippines.

ADORACION A. AGBADA
Assistant Ombudsman, OMB-Luzon
Chairperson, Bids and Awards Committee - Main

Amended Section V. 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, Senator Miriam Defensor-Santiago Avenue (formerly Agham Road), Barangay Bagong Pag-asa, Diliman, 1105 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, Senator Miriam Defensor-Santiago Avenue (formerly Agham Road), Barangay Bagong Pag-asa, Diliman, 1105 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>The term of delivery of service under this Contract shall be as follows: Delivery Period: Delivery of the Goods or Project Completion is required <u>within sixty (60) calendar days</u> upon receipt of Notice to Proceed.</p> <p>Delivery of the 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 Property Management Section, General Services Division, Office of the Ombudsman, Senator Miriam Defensor-Santiago Avenue (formerly Agham Road), Barangay Bagong Pag-asa, Diliman, 1105 Quezon City with Telephone No. (02) 5317-8300 local 1232 or 1204.</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; 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; e. In case of equipment pull out, a service or replacement unit of the same specifications as that of the malfunctioning equipment shall be provided while the faulty equipment is undergoing repair or diagnostic within the period of warranty; and f. For malfunctioned hard disk drive/storage device, retention or custody of the defective media/hard disk drive by Procuring Entity in case of replacement under warranty at no additional cost.

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:

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.
2. 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 the 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 costs 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 **five (5) years**.

Spare parts or components shall be supplied as promptly as possible, but in any case, **within thirty (30) calendar days** 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

	<p>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>
	<p>Regular and Recurring Services –</p> <p><i>[In case of contracts for regular and recurring services, state:]</i> “The contract for regular and recurring services shall be subject to a renewal whereby the performance evaluation of the service provider shall be conducted in accordance with Section VII. Technical specifications.”</p>
2.2	<p>Terms of payment shall be made upon receipt and approval of all the required reports/documentation including the final inspection and acceptance conducted by the Technical Inspection and Acceptance Committee of the Office of the Ombudsman for all goods and deliverables in accordance with budgeting, accounting, and auditing laws, rules, and regulations.</p>
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 will be done with prior written notice to the authorized representative of the Supplier. The inspection will push through as scheduled even in the absence of the Supplier’s representative, if the latter was duly notified. In which case, the result of the inspection conducted by the Procuring Entity shall be final and binding upon the Supplier.</p> <p>The inspection to be conducted by the Technical Inspection and Acceptance Committee (TIAC) shall be:</p> <ol style="list-style-type: none"> a) physical inspection as to the conformity of the parts delivered and installed with the parts indicated in the technical specifications; b) functionality of the parts, software installed and system; and, c) the overall test as a workstation after connection with the existing network.

Amended Section VI. Schedule of Requirements

PB2024-01-A:

PUBLIC BIDDING FOR THE SUPPLY AND DELIVERY OF DESKTOP COMPUTER FOR IT OPERATIONS 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.

Description	Quantity	Delivered, Weeks/Months
Supply and delivery of Desktop Computer sets (<i>with peripherals, accessories, software/licenses and UPS</i>) for IT Operations of the Office of the Ombudsman	1 lot (10 sets/units)	<u>Within sixty (60) calendar days</u> upon receipt of Notice to Proceed

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

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: _____

Amended Section VII. Technical Specifications

Technical Specifications

Amended 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
Senator Miriam Defensor-Santiago Avenue
Brgy. Bagong Pag-asa, Diliman, 1105 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.”)

PB2024-01-A:

PUBLIC BIDDING FOR THE SUPPLY AND DELIVERY OF DESKTOP COMPUTER FOR IT OPERATIONS OF THE OFFICE OF THE OMBUDSMAN

Item	Technical Specifications	Bidder’s Statement of Compliance*
1 lot	10 sets of Desktop Computer for IT Operations (High-End) with peripherals, accessories, software/licenses, and uninterruptible power supply	<input type="checkbox"/> Comply
	<i>Manufacturer’s Certification:</i> ISO 9001 compliant for at least 5 years	<input type="checkbox"/> Comply
	<i>Brand:</i> All major and external components (e.g. casing/system unit, display, keyboard, mouse) are of the same brand	<input type="checkbox"/> Comply
	<i>Chassis/Casing:</i> includes PSU, cooling system	<input type="checkbox"/> Comply
	<i>Processor:</i> At least sixteen (16) total cores, 30MB cache, 4.8 GHz or higher clock speed frequency (current/latest generation/release with simultaneous multi-threading & multi-core technology) or better performance.	<input type="checkbox"/> Comply
	<i>Graphics:</i> at least 4 GB	<input type="checkbox"/> Comply
	<i>Chipset:</i> Same brand with processor	<input type="checkbox"/> Comply
	<i>Memory slots:</i> at least 4 DIMM	<input type="checkbox"/> Comply
	<i>Memory:</i> At least 32GB DDR5 or latest	<input type="checkbox"/> Comply
	<i>Storage:</i> At least 7200 RPM SATA HDD with usable 1 TB and at least 512 GB M.2 SSD	<input type="checkbox"/> Comply
	<i>Display/Monitor:</i> At least 23.5” full HD Widescreen LED-backlight display monitor with dual video input (Display Port/HDMI)	<input type="checkbox"/> Comply
	<i>Audio:</i> Integrated High Definition Audio Codec (2 Channel)	<input type="checkbox"/> Comply
	<i>Ports and connectors:</i> At least/minimum requirement:	<input type="checkbox"/> Comply
	Front: with USB ports for Type A USB 2.0 and 3.1; and Type C USB 3.1 or higher; universal audio jack	<input type="checkbox"/> Comply
	Back: with USB ports for Type A USB 2.0 and 3.1 or higher, Gigabit Ethernet, at least two (2) video-out ports: Display Port and HDMI, universal audio jack port	<input type="checkbox"/> Comply
	<i>Expansion slots:</i> at least one (1) slot - M.2; 1x PCIe x 16; 2x PCIe x 4; 1x PCI	<input type="checkbox"/> Comply
	<i>Security features:</i> BIOS Setup password; Trusted Platform Module (TPM) 2.0 embedded (hardware chip) or latest and chassis intrusion switch/sensor and lock (OEM or its equivalent/similar security functionality)	<input type="checkbox"/> Comply

<i>Peripherals:</i> keyboard and optical scroll mouse	<input type="checkbox"/> Comply
<i>Energy Efficiency:</i> Energy Star compliant/certified or its equivalent international standard	<input type="checkbox"/> Comply
<i>Included Accessories:</i> Power cables (to be connected to the UPS), Display port cable/HDMI cable, chassis lock and all necessary accessories not included herein depending on the brand and type of desktop being offered.	<input type="checkbox"/> Comply
Warranty: At least 3 years next business day on-site manufacturer warranty on parts and labor including peripherals (mouse & keyboard) (3y/3y/3y)	<input type="checkbox"/> Comply
Software / Licenses	<input type="checkbox"/> Comply
<i>Operating System & Office Suite with pre-installed and activated Windows Pro Operating Systems and MS Office Suite:</i> Perpetual license and latest version/release for business or government enterprise at the time of offer	<input type="checkbox"/> Comply
Uninterruptible Power Supply (UPS)	<input type="checkbox"/> Comply
<i>Manufacturer's Certification:</i> ISO 9001 compliant for at least 5 years	<input type="checkbox"/> Comply
<i>Technology/method:</i> Line-interactive or on-line	<input type="checkbox"/> Comply
<i>Output power capacity:</i> at least 1000VA or higher and at least 700W or higher	<input type="checkbox"/> Comply
<i>Output Connections:</i> at least four (4) battery-backed outlets and surge protection outlet	<input type="checkbox"/> Comply
<i>Features:</i> power spikes and surge protection, boost and trim automatic voltage regulation, led indicator and audible alarms, <u>resettable circuit breaker or its equivalent</u> , overload protection and alarm.	<input type="checkbox"/> Comply
<i>Battery:</i> at least 12-volt, 7.0 Ah, sealed, leak proof, maintenance-free	<input type="checkbox"/> Comply
<i>Accessories/Other Requirement:</i> Input power cable (Phil. Standard) Includes communication and management software for monitoring UPS connected to PC thru USB Cable.	<input type="checkbox"/> Comply
Warranty: At least two (2) years next business day on-site-warranty on parts and labor including battery.	<input type="checkbox"/> Comply
Two years standard manufacturer warranty.	
Other Requirements	<input type="checkbox"/> Comply
Affidavit of Undertaking (<i>see the sample form</i>) from the supplier of the following statements: a) All equipment and components should be a globally recognized brand of computer desktop which has been marketed in the Philippines for the last fifteen (15) years (not cloned or limitation), brand new and free from any defects. With availability of support, spare parts and components for a period of at least 5 years from the time of offer. b) Availability of parts in local market by local distributor c) The supplier must have been in the IT business for <u>at least five (5) years</u> and is an authorized service partner or reseller of the product/unit being offered. d) In case of equipment pull out, a service or replacement unit of the same specifications as that of the malfunctioning equipment shall be provided while the faulty equipment is undergoing repair or diagnostic within the period of warranty. e) For malfunctioned hard disk drive/storage device, retention or custody of the defective media/ hard disk drive by procuring office in case of replacement under warranty at no additional cost. f) That this Affidavit is executed in order to attest the truthfulness of the foregoing narration of facts and fully conscious that I do so under oath and may face criminal liability for perjury.	<input type="checkbox"/> Comply

	All software to be delivered/installed must have Manufacturer's Certification and/or proof that product licenses are genuine and acquired from legitimate distributor (e.g., Certificate of Authenticity, Proof of Purchase, Paper License, Certification from authorized distributor)	<input type="checkbox"/> Comply
	Project completion is required <u>within sixty (60) calendar days</u> upon receipt of Notice of Proceed.	<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
<p><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></p>

Republic of the Philippines)
City of _____) S.S.

AMENDED AFFIDAVIT OF UNDERTAKING

I/We, [*Name of Authorized Representative/Affiant*], of legal age, duly authorized representative of _____ [*Name of Bidder/Supplier*], with _____ office address _____ at _____, after having been duly sworn in accordance with law, do hereby depose and state that:

- 5) That all equipment and components of the desktop computers being offered are globally recognized brand, which has been marketed in the Philippines for the last fifteen (15) years;
- 6) That the desktop being offered is brand new, not cloned or imitation, free from any defects, and with available support, spare parts and components, available in the local market by local distributor, for a period of at least five (5) years from the date of offer;
- 7) That _____ [*Name of Bidder/Supplier*] has been in the IT business for **at least five (5) years** and is an authorized partner or reseller of the product/unit being offered;
- 8) That, in case of equipment pullout, a service or replacement unit of the same specifications as that of the malfunctioning equipment shall be provided by the Supplier while the faulty equipment is undergoing repair and diagnostic within the period of warranty; and
- 9) That, for malfunctioned hard disk drive/storage device, retention or custody of the defective media/hard disk drive by the procuring entity, in case of replacement under warranty, at no additional costs.
- 10) That this Affidavit is executed in order to attest the truthfulness of the foregoing narration of facts and fully conscious that I do so under oath and may face any criminal liability for perjury.

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of _____, 2024 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 _____.