



BUREAU OF CUSTOMS

Professionalism Integrity Accountability



BIDDING DOCUMENTS

FOR THE

**SUPPLY, DELIVERY, INSTALLATION,
TESTING AND COMMISSIONING OF
EQUIPEMENT FOR BOC COMMAND
CENTER SYSTEM**

Project ID No.: BOC-GOODS-2020-07
October 2020

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Section I. Invitation to Bid



BUREAU OF CUSTOMS

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SECTION I. INVITATION TO BID

“Supply, Delivery, Installation, Testing and Commissioning of Equipment for BOC Command Center System”

1. The Bureau of Customs (BOC) through the authorized appropriations under the CY 2020 General Appropriations Act intends to apply the sum of Nine Million Pesos (Php9,000,000.00) being the Approved Budget for the Contract (ABC) to payments under the contract for the "Supply, Delivery, Installation, Testing and Commissioning of Equipment for BOC Command Center System". Bids received in excess of the ABC shall be automatically rejected at the bid opening.
2. The Bureau of Customs now invites bids for the above Procurement Project. Delivery of the Goods is required by 15 cd. Bidders should have completed, within two 2 years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

4. Prospective bidders may obtain further information from the BOC Bids and Awards Committee (BAC) Secretariat and inspect the Bidding Documents at the address given below during office hours from 8:00 a.m. to 5:00 p.m.
5. A complete set of Bidding Documents may be acquired by interested Bidders on October 23, 2020 from the given address and website 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 Ten Thousand Pesos (P10,000.00). The Procuring Entity shall allow the bidder to present its proof of payment for the fees to be presented in person.

6. The BOC will hold a Pre-Bid Conference on October 30, 2020, 10:00 a.m. at the GSD Conference Room, Ground Floor, OCOM Building, South Harbor, Gate 3, Port Area, Manila, and/or through videoconferencing/webcasting via Microsoft Teams, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address as indicated below on or before November 11, 2020, 9:30 a.m. Late bids shall not be accepted.
8. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on November 11, 2020, 9:30 a.m. at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The BOC 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 Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

BOC-BAC Secretariat
General Services Division
OCOM Bldg., South Harbor, Gate 3, Port Area, Manila
Telefax No. 527-9757
Email address: [**bacsecretariat@customs.gov.ph**](mailto:bacsecretariat@customs.gov.ph)

12. You may visit the following websites:

For downloading of Bidding Documents: [**https://customs.gov.ph/bid-opportunities/**](https://customs.gov.ph/bid-opportunities/)

Date issued: October 23, 2020

ATTY. ALVIN H. EBREO
Chairperson, BOC-BAC

Section II. Instructions to Bidders

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1. Scope of Bid

The Procuring Entity, Bureau of Customs-Bids and Awards Committee (BOC-BAC) wishes to receive Bids for the Supply, Delivery, Installation, Testing and Commissioning of Equipment for BOC Command Center System” with identification number BOC-GOODS-2020-07.

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 Government of the Philippine (GOP) through the source of funding as indicated below for FY 2020 General Appropriations Act in the amount of Nine Million Pesos (Php9,000,000.00).

2.2. The source of funding is:

a. 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 2016 revised IRR, including its Generic Procurement Manuals and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or **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 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
 - a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

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

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address and/or through videoconferencing/webcasting as indicated in paragraph 6 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 been completed within two (2) years as provided in paragraph 2 of the **ITB** prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **ITB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

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

13. Bid and Payment Currencies

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until March 11,2021. 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

- 15.1 Bidders shall enclose their original eligibility and technical documents described in **ITB** Clause 10 in one sealed envelope marked “ORIGINAL - TECHNICAL COMPONENT”, and the original of their financial component in another sealed envelope marked “ORIGINAL - FINANCIAL COMPONENT”, sealing them all in an outer envelope marked “ORIGINAL BID”.
- 15.2 Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as “COPY NO. ___ - TECHNICAL COMPONENT” and “COPY NO. ___ – FINANCIAL COMPONENT” and the outer envelope as “COPY NO. ___”, respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- 15.3 The original and the number of copies of the Bid as indicated in the **BDS** shall be typed or written in ink and shall be signed by the Bidder or its duly authorized representative/s.

All envelopes shall:

- (a) contain the name of the contract to be bid in capital letters;
 - (b) bear the name and address of the Bidder in capital letters;
 - (c) be addressed to the Procuring Entity’s BAC;
 - (d) bear the specific identification of this bidding process indicated in the **ITB** Clause 1; and
 - (e) bear a warning “DO NOT OPEN BEFORE...” the date and time for the opening of bids.
- 15.4 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.
 - 15.5 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

¹ In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

16. Deadline for Submission of Bids

- 16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **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 paragraph 9 of 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.

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

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

18. Domestic Preference

- 18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. 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 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded 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 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

- 20.1. 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, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant,}the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**. The LCB shall likewise submit the required documents for final Post Qualification.}

21. Signing of the Contract

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

Section III. Bid Data Sheet

| ITB Clause | |
|------------|--|
| 1 | <p>The Procuring Entity is the Bureau of Customs.</p> <p>The name of the Contract is “Supply, Delivery, Installation, Testing and Commissioning of Equipment for BOC Command Center”</p> <p>The identification number of the Contract is BOC-GOODS-2020-07</p> |
| 2 | <p>The Funding Source is</p> <p>The Government of the Philippines (GOP) through the authorized appropriations under the CY 2020 General Appropriations Act in the amount of Nine Million Pesos (Php9,000,000.00).</p> |
| 5 | <p>Only Bids for Bidders found to be legally, technically, and financially capable will be evaluated as defined in ITB Clause 5.1.</p> |
| 5.2 | <p>Foreign bidders are not allowed.</p> |
| 5.3 | <p>The bidder must have completed, two (2) years prior to November 11, 2020 single contract that is similar to the project at hand and whose value must be at least fifty percent (50%) of the ABC to be bid.</p> <p>Bidders shall include in their Bid a photocopy of Single Largest Completed Contract, Notice of Award (NOA), Notice to Proceed (NTP), Technical Inspection and Acceptance Committee (TIAC) Report or Certificate of Final Acceptance Report or equivalent in the Private Sector.</p> <p>Failure to submit a copy of Single Largest Completed Contract with proof of Completion or a failure against the veracity of such shall be a ground for disqualification of the bidder for award and forfeiture of the bid security.</p> <p>For this purpose, similar contract shall refer to “Supply, Delivery, Installation, Testing and Commissioning of Video Display System for Command/Operations Center”</p> |
| 5.4 | <p>Joint Venture is not allowed.</p> |
| 7.1 (a) | <p>Subcontracting is not allowed.</p> |
| 8 | <p>The BOC will hold a Pre-Bid Conference on October 30, 2020, 10:00 a.m. at the GSD Conference Room, Ground Floor, OCOM Building, South Harbor, Gate 3, Port Area, Manila, and/or through videoconferencing/webcasting via Microsoft Teams, which shall be open to prospective bidders.</p> |
| 14.1 | <p>The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:</p> |

| | |
|------|--|
| | <ol style="list-style-type: none"> 1. The amount of not less than P180,000.00, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; 2. The amount of not less than P450,000.00, if bid security is in Surety Bond. |
| 19.2 | Partial bid is not allowed. The goods are grouped in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award. |
| 20.1 | <p>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 the following documents:</p> <ol style="list-style-type: none"> 1. Latest Income Tax Return and business Tax Return with proof of payment (<i>filed and paid through BIR Electronic Filing and Payment System (eFS)</i>); 2. VAT Returns (Form 2550M and 2550Q) or Percentage Tax Returns (2551M) with proof of payment covering the last 6 months; and 3. Other appropriate licenses and permits required by law. |
| 21.1 | No further instruction |

Section IV. General Conditions of Contract

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1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

- 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 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

| GCC Clause | |
|------------|--|
| 1 | <p>Delivery and Documents –</p> <p>The Goods shall only be delivered by the supplier as indicated in Section VI. Schedule of Requirements. Moreover, the delivery schedule as indicated in Section VI. Schedule of Requirements may be modified at the option of the Procuring Entity, with prior due notice, written or verbal, to the Supplier.</p> |
| 2.2 | Payment shall be made only upon submission of the required Documents. Partial Payment is not allowed. |
| 3 | No further instructions. |
| 4 | <p>Inspections and Tests</p> <p>Complete Goods shall be inspected and/or tested by the End User based in Section VII. Technical Specifications.</p> |
| 5.1 | 1year warranty on parts and services |
| 5.2 | No further instructions. |
| 6 | No additional provision. |

Section VI. Schedule of Requirements

| Item | Description | Quantity | Delivery Date |
|------|-----------------------------|------------|---|
| 1 | Central and Side Video Wall | 18 units | Deliver within Fifteen (15) calendar days after receipt of Notice to Proceed to be delivered in GSD Office, G/F OCOM Bldg., South Harbor, Port Area Manila. |
| 2 | Video Wall Controller | 1 lot | |
| 3 | Fiber Optic Data Connection | 500 meters | |
| 4 | Central Media Workstation | 1 set | |
| 5 | Video Conferencing System | 1 set | |

I hereby commit to comply and deliver the above requirements.

Name of Company (in print)

Signature of Company Authorized Representative

Name & Designation (in print)

Date

Section VII. Technical Specifications

STATEMENT OF COMPLIANCE TO TECHNICAL SPECIFICATIONS

A. INSTRUCTION:

The bidder must state in the last column opposite each parameter and required specifications either “**Comply**” or “**Not Comply**”. All pages shall be properly signed. Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidders statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the provisions of ITB Clause above goods manufactured by us.

| Item | Specification | Statement of Compliance |
|-----------|--|-------------------------|
| I. | CENTRAL AND SIDE VIDEO WALL | |
| | A. Video Wall Monitor | |
| | 55”inch Panel Size | |
| | 0.9mm (Top/Bottom/Left/Right even bezel) 1.8mm Bezel to Bezel | |
| | 500 cd/m2 Brightness | |
| | 1020 x 1080 (FHD) resolution | |
| | HDMI, DP, DVI-D, OPS AUDIO, USB 2.0, USB 3.0, RGB Input | |
| | DP and Audio Output | |
| | OPS Type Compatible | |
| | 24/7 rating | |
| | Quad Core, system on chip | |
| | Image Gap Reduction | |
| | Video Wall Image Creation Technology | |
| | Image Gap Reduction | |
| | B. Push Lock Video Wall Bracket | |
| | Quick release latch easily activates lock and unlock mode | |

| | | |
|-------------|---|--|
| | Pop out lock system | |
| | Pop out extension easily pulls out for installation and maintenance | |
| | Height adjustment for precision alignment of video wall configuration | |
| | Anti-theft design (pad lock required) | |
| | C.Monitor Frames | |
| | Monitor frames/Structure for 3x6 video wall, curved design with back access | |
| | Monitor Frame for 2 set 2x3 video wall | |
| | Steel Frame, Painted Matte Black | |
| | Mounting for Video wall Bracket | |
| | Mounting of Monitors | |
| | Configuration of monitors and color Adjustment | |
| II. | VIDEO WALL CONTROLLER | |
| | IP Base Video Wall Control System | |
| | Control for 1 set 3x6 and 2 set 2x3 video wall | |
| | 12 source input and 1 sentinel key control | |
| | 4:4:4 Image chroma over 20 mbps H.265 streams | |
| | Image sync for LCD and LED Display with irregular resolution | |
| | No-server architecture or centralized video wall processor/server required. | |
| | No limit on channel of inputs and outputs to video wall display | |
| | Built-in video wall processor, up to 16FHD PIP/POP on single display | |
| | Drag drop and resizing control by mouse or finger | |
| | Seamless recall custom-made video wall scenario/layout | |
| | Layout preview and button sync feature | |
| | Real-Time preview on content on iOS control tablet | |
| | Sources manager feature on control tablet | |
| | C/S and B/S Architecture based control UI | |
| | Support 8k signal input | |
| | HDMI input and output | |
| | 598 Gbps switching capacity | |
| | Poe Feature | |
| | Including Tablet control and sentinel PC controller | |
| | Cabling works (CAT6) | |
| | System configuration and set up | |
| III. | FIBER OPTIC CONNECTION, WIFI | |
| | 1G/10G MMF uplink to ICT CORE SWITCH | |
| | 2 Runs | |
| | Must be 4 core fiber optic cable | |

| | | |
|--|---|--|
| | Must include 2x fiber optic patch panel for end to end connectivity | |
| | Must include 8pcs pig tail for fiber optic cable | |
| | Must include Fiber Optic Cable splicing and all necessary fiber optic accessories | |
| | Managed Switch | |
| | Must have forty-eight (48) x 10/100/1000 Ethernet ports and dedicated four (4) x 10G SFP fixed uplink ports | |
| | Must be 1RU and include 19" rack mount kit | |
| | Must support IEEE 802.3at PoE+ on all ports and can support PoE power budget of 370W or more | |
| | Must be capable of providing uninterrupted PoE power to attached PoE-enabled devices even when the switch is booting, so that there is no disruption during a switch reboot. | |
| | Must have hot-swappable power supply | |
| | Must be capable of stacking up to eight (8) switches in a single stack with dedicated stacking bandwidth of 80Gbps or higher | |
| | Must have 54 Gbps switching capacity or higher | |
| | Must have 40 Mpps forwarding rate or higher | |
| | Must have 2 GB DRAM or higher | |
| | Must have 4 GB flash or higher | |
| | Must support 16,000 MAC address or more | |
| | Must have built-in Web UI for GUI-based device management | |
| | Capable of supporting external bluetooth dongle which can be connected to the switch to allow wireless console access for management and configuration using Web UI/CLI including image transfer. | |
| | Must have built-in RFID tag for easy asset and inventory management using commercial RFID readers | |
| | Must have support for Layer 2 and basic Layer 3 routing protocols such as static, RIPv1/v2, RIPng and PBR | |
| | Must have support for full application flow analysis, export, allow flows to be user-defined to customize the data collection to fit specific requirements and capable of delivering flow collection 14,000 flows or more | |
| | Must have eight egress queue per port | |
| | Must support 802.1p CoS, QoS, Differentiated Services Code Point (DSCP) field classification, Committed Information Rate (CIR) and Shaped Round Robin (SRR) scheduling | |

| | | |
|--|--|--|
| | Capable of supporting cold patching to provide fixes for security vulnerabilities, critical bugs without waiting for the next maintenance release for resiliency | |
| | Must have highly resilient architecture for stacked deployment that allows stateful switch over with sub-50-ms failover | |
| | The proposed switch must be built to support intent-based networking and must be fully programmable for future proofing. | |
| | Must support open APIs over NETCONF and RESTCONF using YANG data models | |
| | Must support on-box Python scripting | |
| | Must have support for IEEE 802.1ae MACsec with AES-128bit encryption | |
| | Can support IEEE 802.1x, IEEE 802.1Q, IEEE 802.1w and IEEE 802.1s | |
| | WIFI - Access Point Equipment | |
| | Provide 2*GE RJ45 uplink ports | |
| | Support POE and 12V DC power supply | |
| | Built-in antenna and operating temperature between -10°C to +50°C | |
| | Support 4 x 4 MIMO with four spatial streams, single-user MIMO, 4 x 4 MIMO with three spatial streams, multiuser MIMO | |
| | Support priority mapping and packet scheduling based on a Wi-Fi Multimedia (WMM) profile to implement priority-based data processing and forwarding, WMM parameter management for each radio frequency and WMM power saving | |
| | Support WPA/WPA2-PSK authentication and encryption, WPA/WPA2-802.1x authentication and encryption, WPA-WPA2 hybrid authentication | |
| | Support Wireless Intrusion Detection System (WIDS) and Wireless Intrusion Prevention System (WIPS), including rogue device detection and countermeasure, attack detection and dynamic blacklist, STA/AP blacklist and whitelist | |
| | Support 802.1x authentication, MAC address authentication, and web authentication | |
| | Support DHCP snooping, Dynamic ARP Inspection (DAI), and IP Source Guard (IPSG) | |
| | Support spectrum analysis that can identifies interference sources such as baby monitors, Bluetooth devices, digital cordless phones (at 2.4 GHz frequency band only), wireless audio transmitters (at both the 2.4 GHz and 5 GHz frequency bands), wireless game controllers, and microwaves. | |

| | | |
|------------|--|--|
| | Main Distribution Frame (Mdf) Server Rack | |
| | Should be 27RU Data Cabinet/Server Rack | |
| | Must include Cable Manager | |
| | Should have Fiber and UTP Patch Panel | |
| | Should include termination/crimping of fiber and switches from patch panel to the corresponding network switches, routers, etc | |
| IV. | CENTRAL MEDIA WORKSTATION | |
| | Processor | |
| | Must have 32 cores with 128 threads | |
| | Graphics Card | |
| | Must support 8K at 60fps | |
| | Must have 24GB of GDDR6X | |
| | Must have 8K HDR Shadow Play support, HDMI 2.1 | |
| | Must include watercooler technology | |
| | Motherboard | |
| | compatible motherboard, WIFI/LAN/Bluetooth connectivity | |
| | RAM | |
| | 256GB of RAM | |
| | Storage | |
| | Must have 2TB of SSD | |
| V. | VIDEO CONFERENCING SYSTEM | |
| | CAMERA | |
| | Camera type 1/2.33" | |
| | H/V resolution 1920 x 1080 | |
| | Output SMPTE 296M 1280 x 720p60, 60/50 SMPTE 274M 1920 x 1080p, 30/25 | |
| | Lens focal length f=3.76–37.6 mm f=4.37 mm | |
| | Lens F# 1.2 | |
| | Zoom optical/digital | |
| | Focus Auto | |
| | Horizontal field of view 65°, 85° with wide angle adaptor 67° | |
| | Vertical field of view 39° | |
| | Min. illumination 50 lux | |

| | | |
|--|--|--|
| | Exposure Auto-iris, AGC | |
| | SNR 50 dB | |
| | Pan range +/-100° | |
| | Tilt range +20/-30° | |
| | I/O Mini-HDCI— | |
| | Hirose DH60-37P | |
| | High definition High video transmission | |
| | Clear, crisp natural colors from precisely tuned optics | |
| | Quick, fluid movements with sharp focus | |
| | Accessory to allow the camera to be mounted 300 feet away with a Cat6a cable to extend the video, control and power from the source to the destination | |
| | With Universal Mounting Shelf for tripod or wall mounting | |
| | MICROPHONE/SPEAKERPHONE | |
| | <i>User interface features</i> | |
| | Gesture-based, multitouch-capable capacitive touch screen | |
| | 5-inch color LCD (720 x 1280 pixel), 9:16 aspect ratio | |
| | On-screen virtual keyboard | |
| | 1 USB 2.0 Type A-compliant port USB battery charging BC1. Compliant | |
| | 1x USB 2.0 Micro-B device port for use as USB audio device | |
| | Integrated Bluetooth 4.0 and NFC | |
| | 3 multicolored capacitive-touch mute indicators | |
| | Unicode UTF-8-character support | |
| | <i>Audio features</i> | |
| | 3 cardioid microphones | |
| | Loudspeaker - Frequency: 100-22,000 Hz - Volume: 92 dB at 0.5-m peak volume | |
| | 6-m/20-foot microphone pickup range | |
| | Supported codecs: - G.711 (A-law and μ -law) - G.719 - G.722, G722.1, G722.1C - G.729AB provides full-duplex conversations, acoustic echo cancellation and background noise suppression – Type 1 compliant (IEEE 1329 full duplex) | |
| | Noise Block | |
| | Voice activity detection | |

| | | |
|--|--|--|
| | Comfort noise generation | |
| | DTMF tone generation (RFC 2833 and in-band) | |
| | Bluetooth device pairing for wideband speech and multimedia streaming (HFP/AD2P) | |
| | Low-delay audio packet transmission | |
| | Adaptive jitter buffers | |
| | Packet loss concealment | |
| | <i>Call handling features</i> | |
| | Up to 3 lines | |
| | Shared call/bridged line appearance | |
| | Distinctive incoming call treatment/call waiting | |
| | Call timer and call waiting | |
| | Call transfer, hold, divert (forward), pickup | |
| | Called, calling, connected-party information | |
| | One-touch speed dial and meeting join | |
| | Local 5-way audio conferencing | |
| | Do-not-disturb function | |
| | Local configurable digit map/dial plan | |
| | Corporate directory access using LDAP | |
| | Visual conference management Network and provisioning | |
| | Open SIP and Skype for Business | |
| | IETF SIP (RFC 3261 and companion RFCs) | |
| | Two-port gigabit Ethernet switch - 10/100/1000Base-TX across LAN and 2nd port - 2nd port supports IEEE 802.3af PSE | |
| | Wi-Fi network connectivity | |
| | Manual or dynamic host configuration protocol (DHCP) network setup | |
| | Time and date synchronization using SNTP | |
| | FTP/TFTP/HTTP/HTTPS server-based central provisioning | |
| | VLAN – CDP, DHCP VLAN discovery | |
| | LLDP-MED for VLAN discovery Security | |
| | 802.1X authentication and EAPOL | |
| | Media encryption via SRTP | |
| | Transport layer security (TLS) v 1.2 | |
| | Encrypted configuration files | |
| | Digest authentication | |

| | | |
|--|--|--|
| | Password login | |
| | Support for URL syntax with password for boot server address | |
| | HTTPS secure provisioning | |
| | Support for signed software executables | |
| | Wi-Fi encryption | |
| | LAN IN: Built-in auto-sensing IEEE 802.3at. PoE Device (Class 4) | |

I hereby commit to comply and deliver the above requirements.

Name of Company (in print)

Signature of Company Authorized Representative

Name & Designation (in print)

Date

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
or
- (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,
and
- (c) Mayor’s or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
and
- (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

- (f) 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**
- (g) 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**
- (h) 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**
- (i) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (j) Original duly signed Omnibus Sworn Statement (OSS);
and if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder; **and**

- (k) Brochures and Technical Data of each item indicated in Technical Specifications.

Financial Documents

- (l) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
- (m) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);
or
A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

25 FINANCIAL COMPONENT ENVELOPE

- (a) Original of duly signed and accomplished Financial Bid Form; **and**
- (b) Original of duly signed and accomplished Price Schedule(s).



Bid Form

Date: _____
Invitation to Bid² N^o: _____

To: [name and address of Procuring Entity]

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to the BOC, our services for the project, in conformity with the said Bidding Documents for the sum of [total Bid amount in words and figures] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

| DESCRIPTION | QUANTITY | UNIT COST | TOTAL COST |
|-----------------------------|------------|-----------|------------|
| Central and Side Video Wall | 18 units | | |
| Video Wall Controller | 1 lot | | |
| Fiber Optic Data Connection | 500 meters | | |
| Central Media Workstation | 1 set | | |
| Video Conference System | 1 set | | |
| TOTAL BID | | | |

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

² If ADB, JICA and WB funded projects, use IFB.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in **BDS** provision for **ITB** Clause **Error! Reference source not found.** and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:³

| Name and address of agent | Amount and Currency | Purpose of Commission or gratuity |
|---------------------------|---------------------|-----------------------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| (if none, state "None") | | |

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

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

We certify/confirm that we comply with the eligibility requirements as per **ITB** Clause 5 of the Bidding Documents.

We likewise certify/confirm that the undersigned, *[for sole proprietorships, insert: as the owner and sole proprietor or authorized representative of Name of Bidder, has the full power and authority to participate, submit the bid, and to sign and execute the ensuing contract, on the latter's behalf for the Name of Project of the Name of the Procuring Entity] [for partnerships, corporations, cooperatives, or joint ventures, insert: is granted full power and authority by the Name of Bidder, to participate, submit the bid, and to sign and execute the ensuing contract on the latter's behalf for Name of Project of the Name of the Procuring Entity].*

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

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

³ Applicable only if the Funding Source is the ADB, JICA or WB.



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Statement of Single Largest Completed Contract which is similar in nature

Business Name: _____

Business Address: _____

| Name of Contract | Date of the Contract | Kinds of Goods | Amount of Contract | Date of Delivery | End User's Acceptance or Official Receipt(s) Issued for the Contract |
|-------------------------|-----------------------------|-----------------------|---------------------------|-------------------------|---|
| | | | | | |
| | | | | | |

Submitted by : _____
(Printed Name & Signature)

Designation : _____

Date : _____



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List of all Ongoing Government & Private Contracts including Contracts awarded but not yet started

Business Name: _____

Business Address: _____

| Name of Contract | Date of the Contract | Kinds of Goods | Value of Outstanding Contracts | Date of Delivery |
|-------------------|----------------------|----------------|--------------------------------|------------------|
| <u>Government</u> | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| <u>Private</u> | | | | |
| | | | | |
| | | | | |
| | | | | |

Submitted by : _____

(Printed Name & Signature)

Designation : _____

Date : _____

Instructions:

- i. State all ongoing contracts including those awarded but not yet started within two (2) years (government and private contracts, which may be similar or not similar to the project being bid) prior to opening of bids.
- ii. If there is no ongoing contract including awarded but not yet started as of the aforementioned period, state none or equivalent term.
- iii. The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC) in case an NFCC is submitted as an eligibility document.



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Contract Agreement Form

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, viz., *[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]* (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 shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Supplier’s Bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.* bidder’s response to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity’s bid evaluation;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract;
 - (f) the Performance Security; and
 - (g) the Entity’s Notice of Award.
3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

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.



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Signed, sealed, delivered by _____ the _____ (for the Entity)

Signed, sealed, delivered by _____ the _____ (for the Supplier).



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Omnibus Sworn Statement

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;

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;



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

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

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

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

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

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

8. *[Name of Bidder]* is aware of and has undertaken the following responsibilities as a Bidder:

- a) Carefully examine all of the Bidding Documents;
- b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
- c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
- d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.

9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

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



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Bidder's Representative/Authorized Signatory

SUBSCRIBED AND SWORN to before me this ____ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. _____ and his/her Community Tax Certificate No. _____ issued on ____ at _____.

Witness my hand and seal this ____ day of [month] [year].

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 _____

* This form will not apply for WB funded projects.



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BID SECURING DECLARATION FORM

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

X-----X

BID SECURING DECLARATION
Invitation to Bid: [Insert Reference number]

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

I/We⁴, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - (a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - (b) I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;

⁴ Select one and deschedule the other. Adopt the same instruction for similar terms throughout the document.



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- (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'S 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 is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. _____ and his/her Community Tax Certificate No. _____ issued on ____ at _____.

Witness my hand and seal this ____ day of [month] [year].

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. _____

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