PROCUREMENT OF THE SUPPLY AND DELIVERY OF SIXTY (60) UNITS OF WI-FI ACCESS POINTS (APs)

Bid Ref. No. IB-2025-02-033

Approved Budget for the Contract: ₱2,580,000.00

FEBRUARY 2025

BIDS AND AWARDS COMMITTEE GOODS AND SERVICES

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – "Free Carrier" shipping point.

FOB – "Free on Board" shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations

Section I. Invitation to Bid

INVITATION TO BID FOR THE PROCUREMENT OF THE SUPPLY AND DELIVERY OF SIXTY (60) UNITS OF WI-FI ACCESS POINTS (APS)

1. The Commission on Human Rights (CHR), through the General Administration Office – Management Information Systems Division (GAO-MISD) intends to apply the sum of **Two Million Five Hundred Eighty Thousand Pesos (₱2,580,000,000)** being the ABC to payments under the contract **Supply and Delivery Sixty (60) Units of WI-FI Access Points (Aps)**

2.

Description	**Supply and Delivery of Sixty (60) Units of WI-FI Access Points (APs)**
Quantity	**1 LOT**
Total ABC (Vat Inclusive)	**₱2,580,000.00**
Funding Source	**General Appropriations Act (GAA)**
Bid Security-Bid Securing Declaration, Cash/Cashier's Manager's Check, Bank Draft/Guarantee, and Irrevocable letter of Credit* (at least 2% of the ABC)	**₱51,000.00**
Bid Security-Surety bond** (5% of the ABC)	**₱129,000.00**
Cost of Bidding Documents (Cash and Check payment only)	**₱5,000.00**

** issued by a Universal or Commercial Bank*
*** callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security*

Bids received in excess of the ABC shall be automatically rejected at bid opening. Late bids shall not be accepted.

3. The CHR now invites bidders for the **Procurement of the Supply and Delivery of Sixty (60) Units of WI-FI Access Points (APs).**

4. The Delivery of Goods is required within forty-five (45) calendar days from the date to be stated in the 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, whose value, adjusted to current prices using the PSA's CPI, must be at least equivalent to fifty percent (50%) of the ABC.

   Similar project shall mean **"Supply and delivery of Access Points/ICT Equipment"**

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) 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.

6. Interested Bidders may download the bidding documents from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the CHR website (www.chr.gov.ph), provided, the applicable fees for the bidding documents shall be paid not later than their submission of bids.

7. The **Schedule of Bidding Activities** shall be as follows:

Activities	Time	Venue/Mode
1. Sale, Inspection and issuance of bidding documents*	9:00AM to 4:00PM Monday to Friday only, excluding holidays, Starting February 20, 2025	**CHR Bids and Awards Committee Secretariat Office** 3rd Floor Procurement Division Office, SAAC Bldg. Magsaysay Avenue, Diliman Quezon City
2. Pre-bid Conference	February 27, 2025 (Thursday); 1:30PM	CHR Session Hall, 2nd Floor, CHR, Quezon City
3. Deadline of Bid Submission	March 13, 2025, 1:00PM (Thursday)	**CHR Bids and Awards Committee Secretariat Office** 3rd Floor Procurement Division Office, SAAC Bldg. Magsaysay Avenue, Diliman Quezon City
4. Opening of Bids	March 13, 2025 1:30PM (Thursday)	CHR PARDEC Building – Room A 2nd Floor, Boardroom, Magsaysay Avenue, Diliman Quezon City Face to face and online via zoom conferencing

**Bid docs fee shall be paid at the CHR, GAO-GSD Cash unit after acquiring Official Receipt (OR) Request form from the BAC Secretariat*

8. Interested Bidders who are interested to join the Pre-bid Conference and Bid Opening may send request for the link at procurement@chr.gov.ph, with the following information:

a. Company Name;
b. Company Address;
c. Name of Representatives, and
d. contact number/email address.

9. Bids must be duly received by the CHR BAC Secretariat through manual submission at the office address indicated above. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.

10. In accordance with Appendix 11 of the Revised IRR of RA 9184, the CHR adopts the use of “draw lots”, “toss coin” or other similar method of chance as a tie-breaking method in the event two or more of the bidders have been declared as having the Lowest Calculated Responsive Bid (LCRB).

11. The CHR strictly adheres to the **“NO GIFT POLICY”** and/or any similar acts in nature in compliance to Section 7 of Republic Act 6713.

12. The CHR 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.

13. For further information, please refer to:

Bids and Awards Committee Secretariat
COMMISSION ON HUMAN RIGHTS OF THE PHILIPPINES
General Administration Office – Procurement Division
3rd Floor, SAAC Building, Magsaysay Avenue, Diliman, Quezon City
Mobile No. 09178571607
Email Address: procurement@chr.gov.ph

14. You may visit the following websites:

For downloading of Bidding Documents:
www.chr.gov.ph
https://philgeps.gov.ph

February 20, 2025

(Original signed)
GEMMA F. PAROJINOG
Chairperson, Bids and Awards Committee
for Goods and Services

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, COMMISSION ON HUMAN RIGHTS wishes to receive Bids for the **Procurement of Sixty (60) Units of WI-FI Access Points (APs)** with identification number **IB-2025-02-033**.

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 CY 2025** in the amount of **Two Million Five Hundred Eighty Thousand Pesos (₱2,580,000.00)**

2.2. The source of funding is **NGA, the General Appropriations Act (GAA).**

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex "I" of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

5. Eligible Bidders

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

5.2. 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:

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:

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 zoom conferencing facility (zoom meeting links) as indicated in the **IB, paragraph 5 and 6.**

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

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

10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed **within the period of Five (5) years as provided in paragraph 2 of the IB** prior to the deadline for the submission and receipt of bids.

10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.

11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.

11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

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[1] 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**.

[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.

14.2. The Bid and bid security shall be valid **within ONE HUNDRED TWENTY (120) calendar days from the date of 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 (1) original and two (2) photocopies of the first and second component of its bid. The Skeletal Perspective of a Bidder's Bid envelope shall be provided in this Bidding Documents.

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.

The bidder shall include table of contents of its Technical and Financial bid with corresponding tabs.

All envelopes shall be properly sealed and labeled with the following format:

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 CHR's BAC;
d. bear the specific identification number of this project as indicated in the Scope of Bid, and bearing a warning "DO NOT OPEN BEFORE…" the date and time of opening of bids as specified in the **IB**. Kindly refer to the sample provided:

TO	:	BIDS AND AWARDS COMMITTEE FOR GOODS AND SERVICES
FROM	:	_____ (Name of Bidder)
ADDRESS	:	_____ (Address of Bidder)
PROJECT	:	_____
BID REF NO.	:	_____

At the lower portion, indicate the phrase: **DO NOT OPEN BEFORE**… (the date and time of opening of bids)

16. Deadline for Submission of Bids

16.1. The Bidders shall submit on the specified date and time and either at its physical address as indicated in **paragraph 5** of the **IB.**

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 **5** of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

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

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

18. Domestic Preference

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

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 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 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 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

19.4. The Project shall be awarded as follows:

Option 1 – One Project 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, the Bidder shall submit **its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the BDS.**

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

<table>
<tr><th>ITB Clause</th><th></th></tr>
<tr><td>5.3</td><td>For this purpose, contracts similar to the Project shall be:

a. <u>Supply and delivery of WI-FI Access Points/ICT Equipment";</u>

b. completed within <u>five (5) years</u> prior to the deadline for the submission and receipt of bids.</td></tr>
<tr><td>7.1</td><td><u>SUBCONTRACTING IS NOT ALLOWED</u></td></tr>
<tr><td>12</td><td>The price of the Goods shall be quoted DDP Philippines or the applicable International Commercial Terms (INCOTERMS) for this Project.</td></tr>
<tr><td>14.1</td><td>The bid security shall be in any of the following forms issued in favor to the Commission on Human Rights (CHR):
<table>
<tr><td>Description</td><td>PROCUREMENT OF THE SUPPLY AND DELIVERY OF SIXTY (60) UNITS OF WI-FI ACCESS POINTS (APS)</td></tr>
<tr><td>Quantity</td><td>1 LOT</td></tr>
<tr><td>Total ABC (Vat Inclusive)</td><td>₱2,580,000.00</td></tr>
<tr><td>Funding Source</td><td>General Appropriations Act (GAA)</td></tr>
<tr><td>Bid Security-Bid Securing Declaration, Cash/Cashier's Manager's Check, Bank Draft/Guarantee, and Irrevocable letter of Credit* (at least 2% of the ABC)</td><td>₱51,600.00</td></tr>
<tr><td>Bid Security-Surety bond** (5% of the ABC)</td><td>₱129,000.00</td></tr>
<tr><td>Cost of Bidding Documents (Cash and Check payment only)</td><td>₱5,000.00</td></tr>
</table></td></tr>
<tr><td>19.3</td><td>The Project will be awarded in One (1) Lot</td></tr>
<tr><td>20.2</td><td>Post Qualification: Within a non-extendible period of five (5) calendar days from receipt by the bidder of the Notice from the BAC that the bidder has the Single/Lowest Calculated Bid (SCB/LCB), the bidder shall submit and/or present the following requirements:

1. Submit certified true copy of the following:
a. Registration certificate from SEC, Department of Trade and Industry (DTI) for sole proprietorship.</td></tr>
</table>

	b. Valid and current Business/Mayor's Permit issued to bidder by the city or municipality where the principal place of business of the bidder is located. c. Valid and Current Tax Clearance per E.O. 398, series of 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR) d. Audited Financial Statements (AFS) for CY 2023 received by the BIR or its duly accredited and authorized institutions dated CY 2024, with stamped receipt or with attached copy of acknowledgement thru email e. 2023 Annual Income Tax Return and Latest Income Tax Returns per Revenue Regulations 3-2005; Tax returns filed through the Electronic Filing and Payments System (EFPS). The latest income is those within the last six months preceding the date of submission **(including copy of VAT returns and corresponding payments for the last 6 months)** f. POs or Contracts for all Ongoing Contracts as listed per submitted in *(please see attached prescribed forms)* with corresponding contact details (contact person, contact number and email address) g. Valid and current Certificate of Distributorship/Dealership/Reseller of the brand being offered, issued by the principal or manufacturer of the product (if the Bidder is not the manufacturer). If not issued by the manufacturer, must also submit certification, document linking the bidder to manufacturer h. Certification that the bidder has at least five (5) years' experience providing similar contracts i. Certificate of Performance Evaluation or equivalent document with a rating of at least satisfactory rating issued by the Largest Contract/s. Client/s of the bidder per submitted (see attached prescribed forms). The certification/document must indicate that the evaluation was based on the bidder's performance on timely, compliance to specifications, warranty and after sales service. 2. Submit original copy of Company Profile which include the vicinity map/location of the company 3. Submit Product Brochure (original or downloaded) if not in English, please refer Clause 10.3 of the ITB, if applicable. Failure of the bidder, declared and notified as SCB/LCB to duly submit the above requirements or any finding as to the authenticity of such shall be a ground for forfeiture of the bid security and disqualify the bidder for the award of contract

21.2	Within ten (10) calendar days from Receipt of Notice of Award, the winning bidder shall post the required the performance security and enter into Contract or sign the Purchase/Job Order and return to CHR.

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

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 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 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	**Delivery and Documents –**
	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:
	The delivery terms applicable to this Contract are delivered in the Philippines. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination." Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements). For purposes of this Clause the Procuring Entity's Representative at the Project Site is: Principal: **MR. JONATHAN A. JUAN** OIC, Management Information Systems Division Email Address: jajuan@chr.gov.ph Alternate: **MR. SOMCHAI ALOYSIUS A. PECSON** Management and Audit Analyst II, MISD Email Address: sapecson@chr.gov.ph **Incidental Services –** The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: *Select appropriate requirements and delete the rest.*

	a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
	e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods. f. *[Specify additional incidental service requirements, as needed.]* The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services. **Spare Parts –** The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier: *Select appropriate requirements and delete the rest.* 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; and 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 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 [*indicate here the time period specified. If not used indicate a time period of three times the warranty period*]. Spare parts or components shall be supplied as promptly as possible, but in any case, within [*insert appropriate time period*] months 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 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.
	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. 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. **Intellectual Property Rights –** 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.
2.2	The terms of payment shall be as follows: fifteen (15) calendar days upon issuance of Certificate of Completion and Acceptance and upon submission of complete requirements.
3	The inspection and testing shall be conducted upon delivery of goods.

Section VI. Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

Item Number	Description	Quantity	Total	Delivered, Weeks/Months

PLEASE USE THIS BID FORM. DO NOT ALTER OR RETYPE

BIDDER'S UNDERTAKING

I/We, the undersigned bidder, having examined the Bidding Documents including Bid Bulletins, as applicable, hereby BID to (supply/deliver/perform/comply) the above Terms of Reference

I/We undertake, if our bid is accepted, to deliver the goods/services in accordance with the terms and conditions contained in the bid documents, including the posting of the required performance security within ten (10) calendar days from receipt of the Notice of Award.

Until a formal contract/order confirmation is prepared and signed, this Bid is binding on us.

Company: _____

Authorized Representative _____

Designation: _____

Date: _____

Section VII. Technical Specifications

Technical Specifications

Instruction to Bidders:

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 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.

PLEASE USE THIS BID FORM. DO NOT ALTER OR RETYPE

Specifications	Statement of Compliance

Sixty (60) units of WI-FI Access Points (APs)

Minimum Required Specifications	
Management	**Must be fully compatible and can be managed by Central Office Firewall (Sophos XG 3300)**
WLAN Standards	Wi-Fi 6 (802.11ax)
Radio Bands	2.4 GHz, 5 GHz
Interfaces	1x 12V DC-in 1x Gigabit Ethernet port with 802.3at PoE+ Micro-USB console
Mounting	Wall, or ceiling mount
Performance	2 x 2:2
Includes	Bracket for wall or ceiling mount (15/16'' or 9/16'' T-bar).
Certifications	Environmental Compliance Certificate (ECC) (Such as but not limited to Energy Star, RoHS, CE, or its equivalent)
Warranty	At least three (3) years warranty on parts and services

COMPANY QUALIFICATIONS

- Must be in the business of providing IT services and solutions.

DELIVERY AND INSPECTION • Delivery of the equipment shall be forty-five (45) calendar days or earlier upon receipt of notice to proceed. • The CHR shall have the right to inspect and/or test the goods to conform with the required specifications. • The supplier must be an authorized partner of the product being offered. • The supplier must have a certified engineer for the product being offered. • The supplier must provide technical support during the installation and use of the equipment. • Inspection and Acceptance Report from the CHR shall form part of the payment process as compliance of the supplier on the required specifications.	
MAINTENANCE/ TECHNICAL SUPPORT • During the warranty period, the supplier shall provide technical support within 24 hours upon knowledge of the problem with the equipment. • On-site support must be available when the on-call support cannot solve the problem. • The winning bidder must shoulder all expenses of the technical person(s) who will be providing the technical services on-site. • All components beyond repair shall be replaced at no additional cost during the warranty period. • The winning bidder shall get the defective unit within 24 hours at the CHR Central Office upon notice. • The replacement for the defective unit shall be delivered at the CHR Central Office within three (3) working days except with justifiable reason.	

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) **in accordance with Section 8.5.2 of the IRR**;

Technical Documents

☐ (b) 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**

☐ (c) 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**

☐ (d) 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**

☐ (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**

☐ (f) 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.

Financial Documents

☐ (g) 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.

Class "B" Documents

☐ (h) 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.

II. FINANCIAL COMPONENT ENVELOPE

☐ (i) Original of duly signed and accomplished Financial Bid Form; **and**

☐ (j) Original of duly signed and accomplished Price Schedule(s).

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

☐ (k) *[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.

☐ (l) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

Section IX. Prescribed/Sample Forms[2]

1. Statement of ongoing contracts including awarded but not yet started
2. Statement of SLCC
3. Bid Securing Declaration
4. Omnibus Sworn Statement
5. Certificate of Performance Evaluation
6. Company Profile
7. Bid Form

[2] Forms can be downloaded at https://www.gppb.gov.ph/downloadables.php

Bidder's Company Letterhead

(NAME OF THE PROJECT AND IB NO.)
Approved Budget for the Contract: _____

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, within the period of five (5) years on or before March 13, 2025.

Name of Client and address	Date of award of the contract	Contract Duration	Description of the contract	Amount of contract	Percentage of Accomplishment / Value of Outstanding Work	Purchase Orders Number/s or Date of Contract/s

CERTIFIED CORRECT:

Authorized Representative _____

Designation: _____

Date: _____

Bidder's Company Letterhead

(NAME OF THE PROJECT AND IB NO.)
Approved Budget for the Contract: _____

Statement of Single Largest Completed Contracts (SLCC) for government and private contracts, if any, whether similar or not similar in nature and complexity to the contract to be bid, within the period of five (5) years on or before March 13, 2025.

Name of Client and address	Date of award of the contract	Contract Duration	Description of the contract	Amount of contract	Date of Delivery	End User's Acceptance or Official Receipt (s) or Sales Invoice shall be attached to the statement

CERTIFIED CORRECT:

Authorized Representative _____

Designation: _____

Date: _____

(NAME OF THE PROJECT AND AND IB NO.)
APPROVED BUDGET FOR THE CONTRACT: _____

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

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.

2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f),of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.

3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:

   a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
   b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
   c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

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

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

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, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

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

8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:

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

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

10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

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

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

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

(BIDDER'S CLIENT'S COMPANY LETTERHEAD)

CERTIFICATE OF PERFORMANCE EVALUATION

[To be issued by the Bidder's Client specified in Annex I-A (Single Largest Completed Contract) on the performance of the product supplied / delivered by the prospective bidder]

This is to certify that **(NAME OF BIDDER)** has supplied our company/agency with **(Name of Product/s)**. Based on our evaluation on timely delivery, compliance to specifications and performance, warranty and after sales service, we give **(NAME OF BIDDER)** a rating of:

___ **EXCELLENT**

___ **VERY SATISFACTORY**

___ **SATISFACTORY**

___ **POOR**

This Certification shall form part of the Post-Qualification Documentary Requirements in line with **(Name of Bidder)** participation in the bidding for the _____.

Issued this _____ day of _____ 20__ in _____, Philippines

_____	_____
Name of Company (Bidder's Client)	Full Name of Authorized Representative
_____	_____
Address	Signature of Authorized Representative
_____	_____
Tel. No./Fax/Mobile Number	Email Address

Bidder's Company Letterhead

(NAME OF THE PROJECT AND IB NO.)

COMPANY PROFILE[3]

COMPANY NAME _____

ADDRESS _____

HEAD OFFICE _____

BRANCH _____

TEL OR MOBILE NUMBERS _____

EMAIL ADDRESS/ES _____

NUMBER OF YEARS IN BUSINESS _____

NUMBER OF EMPLOYEES _____

LIST OF MAJOR STOCKHOLDERS _____

LIST OF BOARD OF DIRECTORS _____

LIST OF KEY PERSONNEL (NAME AND DESIGNATION) AS AUTHORIZED REPRESENTATIVE FOR THIS PROJECT [at least three (3)]

Name:	Designation
1. _____	_____
2. _____	_____
3. _____	_____

[3] Kindly fill up applicable information only or you may submit your own company profile

Bidder's Company Letterhead

(NAME OF THE PROJECT AND IB NO.)

BID FORM

Date : _____

Project Identification No. :

_____

To: [name and address of Procuring Entity]

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

If our Bid is accepted, we undertake:

a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);

b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;

c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

[Insert this paragraph if Foreign-Assisted Project with the Development Partner:
Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

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

_____
_____
_____
(if none, state "None") *]*

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

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

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

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

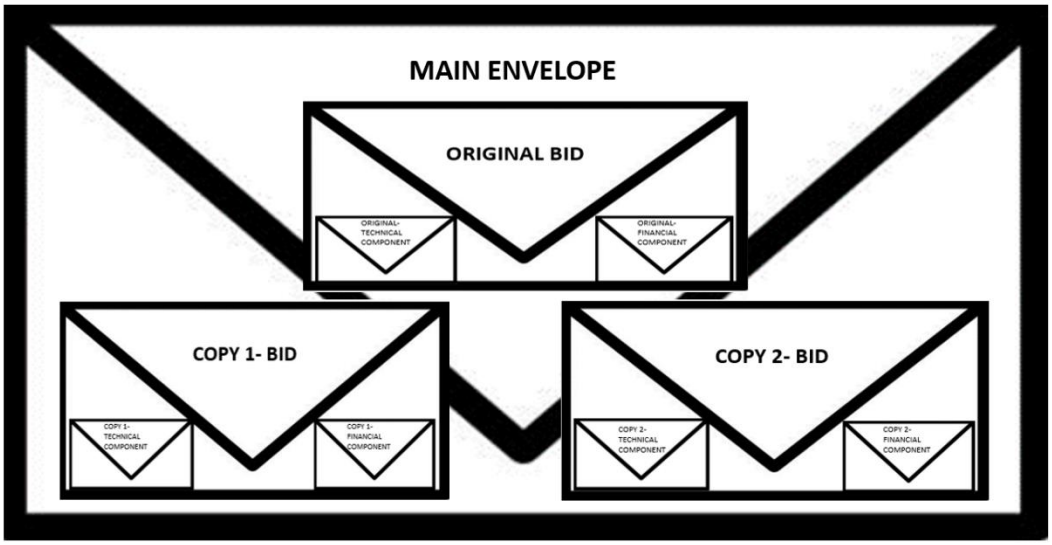
We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

SKELETAL PERSPECTIVE OF A BIDDER'S ENVELOPE