

Philippine Tax Academy

# **BIDDING DOCUMENTS**

**Supply and Delivery of Desktop Computers  
for the Philippine Tax Academy  
(PTA)**

**PUBLIC BIDDING NO. 23-07-1**

**Sixth Edition  
July 2020**



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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

## Supply and Delivery of Desktop Computers for the Philippine Tax Academy (PTA)

### Public Bidding No. 23-07-1

- The **Philippine Tax Academy (PTA)**, through its **Corporate Operating Budget FY 2023** intends to apply the sum of **Two Million Five Hundred Thousand Pesos (Php 2,500,000.00)** being the ABC to payments under the contract for **Supply and Delivery of Desktop Computers for the Philippine Tax Academy (PTA)**.

Lot No.	Quantity	Item/Description	Approved Budget for the Contract	Price of Bid Documents
1	20 units	Mid-range Desktop Computer	₱ 1,400,000.00	₱ 2,500.00
2	20 units	Low-end Desktop Computer	₱ 1,100,000.00	₱ 2,500.00
<b>Total:</b>			<b>₱ 2,500,000.00</b>	<b>₱ 5,000.00</b>

Bids received in excess of the ABC shall be automatically rejected at bid opening.

- The **PTA**, through its Bids and Awards Committee (BAC), now invites bids for the above Procurement Project. Delivery of the Goods is required by **Sixty (60) calendar days upon receipt of Notice to Proceed**. Bidders should have completed, within *five (5) years* from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).

Summary of the bidding activities is as follows:

Advertisement/Posting of Invitation to Bid	<b>Wednesday, 05 July 2023</b>
Issuance and Availability of Bid Documents	<b>Wednesday, 12 July 2023</b>
Pre-Bid Conference	<b>Wednesday, 19 July 2023; 11:00AM</b>
Last Day of Request for Clarification	<b>Sunday, 23 July 2023</b>
Last Day for Issuance of Supplemental Bid Bulletin	<b>Wednesday, 26 July 2023</b>
Deadline for Submission of Bids	<b>Wednesday, 02 August 2023; 10:00AM</b>
Opening of Bids	<b>Wednesday, 02 August 2023; 10:00AM</b>

- 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, otherwise known as the “Government Procurement Reform Act”.

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 and subject to Commonwealth Act 138.

4. Interested Bidders may obtain further information from the Office of the PTA and inspect the Bidding Documents through the Bids and Awards Committee (BAC) Secretariat at the address given below during 8:00 am to 5:00 pm.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **05 July 2023** from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the following amount **Lot 1: Two Thousand Five Hundred Pesos (₱ 2,500.00) and Lot 2: Two Thousand Five Hundred Pesos (₱ 2,500.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person or through electric means.
6. The PTA will hold a Pre-Bid Conference on **19 July 2023 at 11:00 a.m.** at the **3<sup>rd</sup> Floor DOF Conference Room, DOF Building** or through video conferencing or webcasting via Google Meet which can be accessed thru this link: [meet.google.com/rvp-mvfc-xka](https://meet.google.com/rvp-mvfc-xka) and shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the Ground Floor, DOF Bldg., BSP Complex, Roxas Blvd., Malate, Manila, on or before **02 August 2023 at 10:00 a.m.**

**Late bids shall not be accepted. Unsealed or unmarked bid envelopes shall also be rejected.**

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 **02 August 2023 at 10:00 am** at the 3<sup>rd</sup> Floor DOF Conference Room, DOF Building. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. Bidders shall drop their duly accomplished eligibility requirements, technical and financial proposals in two separate sealed envelopes in the designated bid box located at the at the Ground Floor, DOF Bldg., BSP Complex, Roxas Blvd., Malate, Manila.
11. The **PTA-BAC** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
12. For further information, please refer to:

**LEEANN Q. BAUTISTA**

*Bids and Awards Committee Secretariat*



*Philippine Tax Academy  
7<sup>th</sup> Floor EDPC Building,  
BSP Complex, Roxas Boulevard  
Malate, Manila  
Email: bacsec@doftaxacademy.gov.ph  
Contact Number: 5317-6363 local 6200*


13. You may visit the following websites:

For downloading of Bidding Documents:

<https://doftaxacademy.gov.ph>

<https://notices.philgeps.gov.ph/>

***04 July 2023***

  
**ATTY. NOEMI B. ALCALA-GARCIA**  
BAC Chairperson

## Section II. Instructions to Bidders

### **Notes on the Instructions to Bidders**

This Section on the Instruction to Bidders (ITB) provides the information for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification and on the award of contract.

## 1. Scope of Bid

The Procuring Entity, The Philippine Tax Academy wishes to receive Bids for the **Supply and Delivery of Desktop Computers with Public Bidding No. 23-07-1**

The Procurement Project (referred to herein as “Project”) is composed of

**Lot 1: Mid-range Desktop Computer**

**Lot 2: Low-end Desktop Computer**

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 **FY 2023** in the amount of *Two Million Five Hundred Thousand Pesos (₱ 2,500,000.00)*.

2.2. The source of funding is: **PTA Corporate Operating Budget**

## 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 exceeding those allowed under the rules may participate pursuant:

- i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
  - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
  - iii. When the Goods sought to be procured are not available from local suppliers; or
  - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 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:
- 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 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 and either at its physical address at 3<sup>rd</sup> Floor DOF Conference Room, DOF Building, or via Google Meet as indicated in paragraph 6 of the **IB**.

## 9. Clarification and Amendment of Bidding Documents

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

## 10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *five (5) years* 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 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 **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 Peso**.

### **14. Bid Security**

14.1. The Bidder shall submit a Bid Securing Declaration<sup>1</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

14.2. The Bid and bid security shall be valid until **one hundred twenty (120) calendar days from the bid opening**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

### **15. Sealing and Marking of Bids**

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

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

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



## 16. Deadline for Submission of Bids

- 16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 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 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

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

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

## 18. Domestic Preference

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

## 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 as follows:  
**Option 2 – One Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.**
- 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 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

## Notes on the Bid Data Sheet

The Bid Data Sheet (BDS) consists of provisions that supplement, amend or specify in detail information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

Information that specifies and complements provisions of the ITB must be incorporated.

Amendments and/or supplements, if any, to provisions of the ITB as



# Bid Data Sheet

ITB Clause																		
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p>a. similar contracts shall refer to any contract for the <i>Supply and Delivery of Computer Desktops</i>.</p> <p>b. completed within <i>Five years (5) (FYs 2019, 2020, 2021, 2022, and 2023)</i> prior to the deadline for the submission and receipt of bids.</p>																	
7.1	<b>Subcontracting is not allowed.</b>																	
12	<p>The price of the Goods shall be quoted DDP <b>Philippine Tax Academy EDPC Building, BSP Complex, Roxas Boulevard, Malate, Manila</b> or the applicable International Commercial Terms (INCOTERMS) for this Project.</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> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 10%;">Lot No.</th> <th style="width: 30%;">Item/Description</th> <th style="width: 20%;">Amount Cash, Cashier's / Manager's Check, Bank Draft/ Guarantee/ Irrevocable Letter of Credit (2%)</th> <th style="width: 20%;">Surety bond callabe upon demad issued by a surety or insurance company duly certifid by the Insurance Comission (5%)</th> <th style="width: 20%; text-align: center;"><b>Bid Securing Declaration (Pursuant to GPPB Resolution No. 03- 2012</b></th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;"><b>Midrange Desktop Computer</b></td> <td style="text-align: center;">₱ 28,000.00</td> <td style="text-align: center;">₱ 70,000.00</td> <td rowspan="2" style="text-align: center; vertical-align: middle;">Please see Section VIII attached as Annex "F"</td> </tr> <tr> <td style="text-align: center;">2</td> <td style="text-align: center;"><b>Low-end Desktop Computer</b></td> <td style="text-align: center;">₱ 22,000.00</td> <td style="text-align: center;">₱ 55,000.00</td> </tr> </tbody> </table> <p style="margin-top: 20px;">The bid security in the form of cashier's/manager's check shall be payable to the <b>PHILIPPINE TAX ACADEMY</b>.</p>				Lot No.	Item/Description	Amount Cash, Cashier's / Manager's Check, Bank Draft/ Guarantee/ Irrevocable Letter of Credit (2%)	Surety bond callabe upon demad issued by a surety or insurance company duly certifid by the Insurance Comission (5%)	<b>Bid Securing Declaration (Pursuant to GPPB Resolution No. 03- 2012</b>	1	<b>Midrange Desktop Computer</b>	₱ 28,000.00	₱ 70,000.00	Please see Section VIII attached as Annex "F"	2	<b>Low-end Desktop Computer</b>	₱ 22,000.00	₱ 55,000.00
Lot No.	Item/Description	Amount Cash, Cashier's / Manager's Check, Bank Draft/ Guarantee/ Irrevocable Letter of Credit (2%)	Surety bond callabe upon demad issued by a surety or insurance company duly certifid by the Insurance Comission (5%)	<b>Bid Securing Declaration (Pursuant to GPPB Resolution No. 03- 2012</b>														
1	<b>Midrange Desktop Computer</b>	₱ 28,000.00	₱ 70,000.00	Please see Section VIII attached as Annex "F"														
2	<b>Low-end Desktop Computer</b>	₱ 22,000.00	₱ 55,000.00															

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**Sealing and Marking of Envelopes: Each bidder must submit two (2) copies of the technical and financial components of its bid: one (1) original and/or certified copy of the original documents and (1) photocopies thereof.**

Original eligibility and technical documents shall be enclosed in one sealed envelope and the original financial component in another sealed envelope containing the markings:

<p>TECHNICAL COMPONENT SUPPLY AND DELIVERY OF DESKTOP COMPUTERS FOR THE PHILIPPINE TAX ACADEMY</p> <p>(COMPANY NAME) (COMPANY ADDRESS) (E-MAIL ADDRESS &amp; TELEPHONE NUMBER)</p> <p><b>ATTY. NOEMI B. ALCALA-GARCIA</b> CHAIRPERSON PHILIPPINE TAX ACADEMY BIDS AND AWARDS COMMITTEE ROXAS BOULEVARD, MANILA</p> <p><b>PUBLIC BIDDING NO. 2023-07-1</b> DO NOT OPEN BEFORE: 02 AUGUST 2023, 10:00 AM</p>
--

The envelopes containing the original and the copies shall then be enclosed in one single envelope containing the following markings:

<p>FINANCIAL COMPONENT SUPPLY AND DELIVERY OF DESKTOP COMPUTERS FOR THE PHILIPPINE TAX ACADEMY</p> <p>(COMPANY NAME) (COMPANY ADDRESS) (E-MAIL ADDRESS &amp; TELEPHONE NUMBER)</p> <p><b>ATTY. NOEMI B. ALCALA-GARCIA</b> CHAIRPERSON PHILIPPINE TAX ACADEMY BIDS AND AWARDS COMMITTEE ROXAS BOULEVARD, MANILA</p> <p><b>PUBLIC BIDDING NO. 2023-07-1</b> DO NOT OPEN BEFORE: 02 AUGUST 2023, 10:00 AM</p>
--



All envelopes shall then be enclosed in a main envelope containing the markings:

SUPPLY AND DELIVERY OF DESKTOP COMPUTERS  
FOR THE PHILIPPINE TAX ACADEMY

(COMPANY NAME)  
(COMPANY ADDRESS)  
(E-MAIL ADDRESS & TELEPHONE NUMBER)

**ATTY. NOEMI B. ALCALA-GARCIA**  
CHAIRPERSON  
PHILIPPINE TAX ACADEMY BIDS AND AWARDS COMMITTEE  
ROXAS BOULEVARD, MANILA

PUBLIC BIDDING NO. 2023-07-1  
DO NOT OPEN BEFORE: 02 AUGUST 2023, 10:00 AM



19.3	<p>The NFCC computation, if applicable, must be sufficient for all the lots or contracts to be awarded to the Bidder:</p> <table border="1" data-bbox="352 378 1396 835"> <thead> <tr> <th data-bbox="352 378 493 490">Lot No.</th> <th data-bbox="493 378 748 490">Quantity</th> <th data-bbox="748 378 1137 490">Item/Description</th> <th data-bbox="1137 378 1396 490">Approved Budget for the Contract</th> </tr> </thead> <tbody> <tr> <td data-bbox="352 490 493 607">1</td> <td data-bbox="493 490 748 607">20 units</td> <td data-bbox="748 490 1137 607">Mid-range Desktop Computer</td> <td data-bbox="1137 490 1396 607">₱1,400,000.00</td> </tr> <tr> <td data-bbox="352 607 493 723">2</td> <td data-bbox="493 607 748 723">20 units</td> <td data-bbox="748 607 1137 723">Low-end Desktop Computer</td> <td data-bbox="1137 607 1396 723">₱1,100,000.00</td> </tr> <tr> <td data-bbox="352 723 493 835"></td> <td data-bbox="493 723 748 835"></td> <td data-bbox="748 723 1137 835" style="text-align: right;"><b>Total ABC:</b></td> <td data-bbox="1137 723 1396 835"><b>₱2,500,000.00</b></td> </tr> </tbody> </table>	Lot No.	Quantity	Item/Description	Approved Budget for the Contract	1	20 units	Mid-range Desktop Computer	₱1,400,000.00	2	20 units	Low-end Desktop Computer	₱1,100,000.00			<b>Total ABC:</b>	<b>₱2,500,000.00</b>
Lot No.	Quantity	Item/Description	Approved Budget for the Contract														
1	20 units	Mid-range Desktop Computer	₱1,400,000.00														
2	20 units	Low-end Desktop Computer	₱1,100,000.00														
		<b>Total ABC:</b>	<b>₱2,500,000.00</b>														
20.2	<p>For purposes of Post-qualification within a non-extendible period of five (5) calendar days from receipt by the Bidder of notice from the BAC that it had submitted the LCB, the Bidder shall submit the following documentary requirements:</p> <ol style="list-style-type: none"> <li>1. Income Tax Returns for year 2022 (BIR Form 1701 or 1702).</li> <li>2. Latest Value Added Tax Returns (Forms 2550M and 2550Q) or Percentage Tax Returns (Form 2551M). For this requirement, covering the last six (6) months prior to the Opening of Bids.</li> </ol> <p style="text-align: center;"><i>The income tax and business tax returns stated above should have been filed through the Electronic Filing and Payment System (EFPS). However, exceptions issued by the BIR are recognized (i.e. BIR RMC No. 4-2021) subject to validation and verification.</i></p> <ol style="list-style-type: none"> <li>3. BIR Tax Registration Certificate (BIR Form 2303)</li> <li>4. Proof of completion of the single largest contract as identified in the Statement of Single Largest Contract, which shall be copy of any verifiable document(s) such as but not limited to the following:(a) Contract/s or Purchase Order/s; (b) corresponding Sales Invoice/s; (c) Official Receipt/Cash Receipt/Collection Receipt; and (d) Certificate of Satisfactory Completion.</li> <li>5. Submission of proof of evidence as proof of compliance with the bidder's actual offer, if applicable. <ol style="list-style-type: none"> <li>a. Brochure or Technical Data Sheet</li> </ol> </li> </ol>																

	<p>In the column "Bidder's Compliance", the bidder must state "comply" against each of the individual parameters of each specification corresponding to performance parameter of equipment offered. Statement of "comply" must be supported by evidence in a bidders bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's or distributor's un-amended sales literature, unconditional statements or specification and compliance issued by the manufacturer or distributor, samples, independent test data etc., as appropriate.</p>
21.1	<p>The winning bidder shall post the required Performance Security and enter into contract with the Procuring Entity <b>within ten (10) calendar days</b> from receipt by the winning bidder of the Notice of Award.</p>



# Section IV. General Conditions of Contract

## **Notes on the General Conditions of Contract**

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section 5 and other documents listed therein, should be a complete document expressing all the rights and obligation of the parties.

Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are include in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special 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 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

### **Notes on the Special Conditions of Contract**

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstance of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

Information that complements provisions of the GCC must be incorporated.

Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special conditions which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.



## Special Conditions of Contract

GCC Clause	
1	<p style="text-align: center;"><b>Delivery and Documents –</b></p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>The delivery terms applicable to this Contract are delivered <i>at Philippine Tax Academy (PTA), EDP Building, BSP Complex, Roxas Boulevard, Malate, Manila</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <i>Ms. Leeann Q. Bautista</i>.</p> <p><b>Incidental Services –</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ul style="list-style-type: none"> <li>b. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>c. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>d. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>e. 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</li> <li>f. 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.</li> </ul>



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:

- a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
- b. in the event of termination of production of the spare parts:
  - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
  - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

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

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of ***three (3) months***.

Spare parts or components shall be supplied as promptly as possible, but in any case, within ***three (3) months*** of placing the order.

	<p><b>Packaging –</b></p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p style="padding-left: 40px;">The outer packaging must be clearly marked on at least (4) sides as follows:</p> <p style="padding-left: 40px;">Name of the Procuring Entity  Name of the Supplier  Contract Description  Final Destination  Gross Weight  Any special lifting instructions  Any special handling instructions  Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p><b>Transportation –</b></p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under 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</p>

	<p>performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p><b>Intellectual Property Rights –</b></p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<b>Payment will be made upon complete acceptance of the project.</b>
4	The inspections and tests will be conducted by the Inspection and Acceptance Committee of Philippine Tax Academy and the end-user



# 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.

Lot No.	Description	Quantity	Total	Delivered, Weeks/Months
1	Mid-range Desktop Computer	20 units	20 units	Within 60 calendar days upon receipt of Notice to proceed (NTP)

**I hereby certify to comply and deliver all of the above requirements in accordance with the above stated schedule.**

\_\_\_\_\_  
Name of Agency

\_\_\_\_\_  
Signature over Printed Name  
of the Authorized Representative

\_\_\_\_\_  
Date



# 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.

Lot No.	Description	Quantity	Total	Delivered, Weeks/Months
2	Low-end Desktop Computer	20 units	20 units	Within 60 calendar days upon receipt of Notice to proceed (NTP)

**I hereby certify to comply and deliver all of the above requirements in accordance with the above stated schedule.**

Name of Agency	Signature over Printed Name of the Authorized Representative	Date
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# Section VII. Technical Specification

## Notes for Preparing the Technical Specifications

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

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

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

### Sample Clause: Equivalency of Standards and Codes

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

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

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

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

## Section VII: Technical Specifications

LOT NO. 1	:	Mid-range Desktop Computer
QUANTITY	:	20 units

AGENCY SPECIFICATIONS		BIDDER'S STATEMENT OF COMPLIANCE <sup>11</sup>
		<b>Brand:</b>
<b>Processor</b>	<b>Intel i7, latest Generation or any available in the market but not lower than 12<sup>th</sup> Gen</b> <b>Total Base Frequency:</b> 3.60 GHz or higher (Performance Base Core Plus Efficiency Base Core) <b>No of Cores:</b> 12 cores or higher. <b>Lithography:</b> with reference to the latest Intel i7 generation <b>Threads:</b> 12 Threads or higher. <b>Thermal Design Power:</b> with reference to the latest Intel i7 generation	
<b>Memory</b>	16GB DDR4, upgradable to 32 GB2 x Memory Slots	
<b>Storage Drive</b>	1 TB SSD M.2	
<b>Monitor</b>	23" FHD Monitor HDMI Input	
<b>Graphics/Video Processor</b>	Built-in (integrated) Graphics card	
<b>Network Interface</b>	10/100/1000 Gbe	
<b>Wifi</b>	Wi-fi 6	
<b>Standard I/O Ports</b>	Front Audio jack(s): 1x 3.5mm audio and mic combo jack USB 3.2 Gen1 Type A port(s): 2 or higher in quantity and specs	

<sup>11</sup> 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.



<b>Rear</b>	D-Sub port(s): 1 (Preferably VGA) HDMI port(s): 1 or higher in quantity  and specs LAN port(s): 1 Audio jack(s): 1x 3.5mm audio and mic combo jack or - 1x 7.1 channel audio (3 ports) USB 3.2 Gen1 Type A port(s): 4 or higher in quantity and specs	
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<b>Operating System</b>	Latest Licensed Windows Professional Operating System	
<b>Additional Feature and Requirements</b>	Energy Star Version 8.0 or higher (CPU), Energy Star Version 8.0 or higher (monitor), Visible On/Off Switch ; Energy Star Version 8.0 or Equivalent	
<b>Security</b>	USB enable/disable (via BIOS), Power-on password (via BIOS), Setup password (via BIOS)	
<b>Accessories:</b>		
<b>Pointing Device:</b>	USB Optical Mouse bundled with Mouse Pad	
<b>Input Device:</b>	Standard full-sized USB keyboard with numeric keypad.	
<b>Camera</b>	720P HD Webcam with Mic	
<b>Audio</b>	High Definition 7.1 Channel Audio Built-in or external	
<b>Warranty:</b>	Three (3) years on parts, service and onsite	
<b>Certification:</b>		
Must be a certified reseller/distributor of their proposed desktop computer brand from the manufacturer.		
The proposed desktop must have the following compliance:  1.EPEAT Registered and Verifiable thru EPEAT WEB Portal		
The bidder must be a Certified Authorized Service Provider of the Brand offered.  All Certificates shall be submitted and are subject to verification from the issuing body.		
<b>Others:</b>		



LOT NO. 2	:	<b>Low-end Desktop Computer</b>
QUANTITY	:	<b>20 units</b>

AGENCY SPECIFICATIONS		BIDDER'S STATEMENT OF COMPLIANCE <sup>21</sup>
		<b>Brand:</b>
<b>Processor</b>	<b>Intel i5, latest Generation or any available in the market but not lower than 12<sup>th</sup> Gen</b> <b>Base Frequency:</b> 2.40 GHz or higher. <b>No of Cores:</b> 12 cores or higher. <b>Lithography:</b> with reference to the latest Intel i5 generation <b>Threads:</b> 8 Threads or higher. <b>Thermal Design Power:</b> with reference to the latest Intel i5 generation	
<b>Memory</b>	16GB DDR4, upgradable to 32 GB2 x Memory Slots	
<b>Storage Drive</b>	1 TB SSD M.2w	
<b>Monitor</b>	23" FHD Monitor HDMI Input	
<b>Graphics/Video Processor</b>	Built-in (integrated) Graphics card	
<b>Network Interface</b>	10/100/1000 Gbe	
<b>Wifi</b>	WI-FI 6	
<b>Standard I/O Ports</b>	Front Audio jack(s): 1x 3.5mm audio and mic combo jack USB 3.2 Gen1 Type A port(s): 2 or higher in quantity and specs	
<b>Rear</b>	D-Sub port(s): 1 (Preferably VGA) HDMI port(s): 1 or higher in quantity and specs LAN port(s): 1 Audio jack(s): 1x 3.5mm audio and mic combo jack	

<sup>21</sup> 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.



	or - 1x 7.1 channel audio (3 ports) USB 3.2 Gen1 Type A port(s): 4 or higher in quantity and specs	
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<b>Operating System</b>	Latest Licensed Windows Professional Operating System	
<b>Additional Feature and Requirements</b>	Energy Star Version 8.0 or higher (CPU), Energy Star Version 8.0 or higher (monitor), Visible On/Off Switch ; Energy Star Version 8.0 or Equivalent	
<b>Security</b>	USB enable/disable (via BIOS), Power-on password (via BIOS), Setup password (via BIOS)	
<b>Accessories:</b>		
<b>Pointing Device:</b>	USB Optical Mouse with Mouse Pad	
<b>Input Device:</b>	Standard full-sized USB keyboard with numeric keypad.	
<b>Camera</b>	720P HD Webcam with Mic	
<b>Audio</b>	High Definition 7.1 Channel Audio Built-in or external	
<b>Warranty:</b>	Three (3) years on parts, service and onsite.	
<b>Certification:</b>		
Must be a certified reseller/distributor of their proposed desktop computer brand from the manufacturer.		
The proposed desktop must have the following compliance: 1.EPEAT Registered and Verifiable thru EPEAT WEB Portal		
The bidder must be a Certified Authorized Service Provider of the Brand offered. All Certificates shall be submitted and are subject to verification from the issuing body.		
<b>Others:</b>		
1.)The ICT Supplier shall submit an initial technical report based on the current installed software to serve as baseline detailed information and configuration.		
2.)The ICT Supplier shall also provide MS Windows Pro License Software per desktop unit.		
3.)The ICT Supplier must have 8/5 Telephone Call Support to ensure technical support is available to minimize downtime.		

<ul style="list-style-type: none"> <li>a) Thirty (30) minutes to one (1) hour response time within office hours upon receipt of a call from PTA.</li> <li>b) Two to four (2-4) hours onsite response time within office hours upon receipt of a call from PTA.</li> <li>c) One (1) day of receiving a spare parts and/or replacement unit in case of hardware malfunctions.</li> </ul>	
<p>4.) The ICT Supplier must submit procedures to on support and problem escalation.</p>	
<p>5.) The ICT supplier shall provide 8x5 helpdesk system that accepts cases and monitors the progress of these cases. The ICT Supplier must provide 8x5 hotline number and email system.</p>	

**A. WARRANTY AGAINST BENEFITS**

The winning supplier warrants that it has not given nor promised to give any money or gift to any officer or employee of the PTA, or any member of the Bids and Awards Committee, BAC secretariat, or TWG, to secure this contract.

**B. ASSIGNMENT**

Unless otherwise expressly stipulated or prior written approval of the PTA is secured, this contract or any portion thereof shall not be assigned or subjected to any other party or parties.

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

Name of Company	Signature Over Printed Name of Authorized Representative	Date
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# Section VIII. Checklist of Technical and Financial Documents

## Notes on the Checklist of Technical and Financial Documents

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

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

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





# Checklist of Technical and Financial Documents

## 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.

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

- (i) [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.
- (j) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

**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 Bid No: PB No. 23-05-1

**To:** *Philippine Tax Academy  
 7<sup>th</sup> Floor EDPC Building,  
 BSP Complex, Roxas Boulevard  
 Malate, Manila*

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers [\_\_\_\_], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to Supply and Deliver of Desktop Computers for the Philippine Tax Academy (PTA) in conformity with the said Bidding Documents.

Lot No.	Qty/Unit	ITEMS/ DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	20 units	Mid-range Desktop Computer		
2	20 units	Low-end Desktop Computer		

*Note: For purposes of bid evaluation, bidders are advised to use two (2) decimal places in setting up their bid prices.*

**TOTAL PRICE IN WORDS:**

Lot 1: \_\_\_\_\_  
 Lot 2: \_\_\_\_\_

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

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 14.2 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice to Proceed, 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.

I/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 **Supply and Delivery of Desktop Computers for the Philippine Tax Academy (PTA).**

Or;

I/We likewise certify/confirm that the undersigned, *[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 **Supply and Delivery of Desktop Computers for the Philippine Tax Academy (PTA).**

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 \_\_\_\_\_



## Schedules of Prices for Goods Offered from Abroad

*[shall be submitted with the Bid if bidder is offering goods from Abroad]*

### For Goods Offered from Abroad

Name of Bidder \_\_\_\_\_ Project ID No. \_\_\_\_\_ Page \_\_\_\_ of \_\_\_\_

1	2	3	4	5	6	7	8	9
Lot No.	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place  (specify border point or place of destination)	Total CIF or CIP price per item  (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)

Name: \_\_\_\_\_

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_



**Schedule of Prices for Goods Offered from Within the Philippines**  
*[shall be submitted with the Bid if bidder is offering goods from within the Philippines]*

**For Goods Offered from Within the Philippines**

Name of Bidder \_\_\_\_\_ Project ID No. \_\_\_\_\_ Page \_\_\_\_ of \_\_\_\_

1	2	3	4	5	6	7	8	9	10
Lot No.	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination  (col 9) x (col 4)

Name: \_\_\_\_\_

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_



**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;
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;**
11. *[Name of Bidder]* hereby assigns the following contact number/s and e-mail address/es as the official telephone/fax number and contact reference of the company where the PTA BAC and PTA notices may be transmitted.

Telephone No/s.: \_\_\_\_\_  
Fax No/s.: \_\_\_\_\_  
E-mail Add/s.: \_\_\_\_\_  
Mobile No.: \_\_\_\_\_

It is understood that notices/s transmitted in any of the above-stated telephone/fax numbers and/or e-mail address/es are deemed received as of its transmittal and the reckoning period for the reglementary periods stated in the bidding documents and the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall commence from receipt thereof.

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

\_\_\_\_\_  
Bidder's Representative/Authorized Signatory





SUBSCRIBED AND SWORN to before me this \_\_\_\_ day of [month] [year] at [place of execution], Philippines. Affiant/s known to me, and known to be the same person/s in the exhibited [insert type of government identification card used\*], with his/her photograph and signature appearing thereon, with 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	Attorney's	No.
_____ PTR No. _____ [date issued], [place _____ issued]			
IBP No. _____ [date issued], [place issued]			

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of \_\_\_\_\_.

*\*The identification card shall be at least one of those acceptable proofs of identity as identified under the provisions of the 2004 Rules on Notarial Practice.*

*“Sec. 12. Competent Evidence of Identity – The phrase “competent evidence of identity” refers to the identification of an individual based on:*

*At least one current identification document issued by an official agency bearing the photograph and signature of the individual, such as but not limited to, passport, driver’s license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter’s ID, Barangay certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman’s book, alien certificate of registration/immigrant certificate of registration, government office ID, certification from the National Council for the Welfare of Disabled Persons (NCWDP), Department of Social Welfare and Development (DSWD) certification;*

*The Board Resolution or Secretary’s Certificate referring to the said Board Resolution designating the bidder’s authorized representative and signatory need not specifically indicate the particular project where such authority is given provided that the said authority covers activities by PTA.*



Annex C

**STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT SIMILAR TO THE CONTRACT TO BE BID**

This is to certify that \_\_\_\_\_ (company) \_\_\_\_\_ has the following completed contracts for the last five (5) years.

Date of the Contract	Contracting Party	Name of Contract	Kind of Goods Sold	Amount of Contract	Date of Delivery/ End-user's Acceptance	Date of Official Receipt	Bidder is A. Manufacturer B. Supplier C. Distributor

Name and Signature of Authorized Representative			Date
---	--	--	------

Instructions:

- a) Cut-off date as of:
  - (i) **Up to the day before the deadline of** submission of bids.
- b) **In the column under "Dates", indicate the dates of Delivery/ End-user's Acceptance and Official Receipt.**
- c) **"Name of Contract". Indicate here the Nature/ Scope of the Contract for the Procuring Entity to determine the relevance of the entry with the Procurement at hand. Example: "Supply and Delivery of Various Office Supplies and Equipment"**

Annex C-1

**Statement of: (i) Ongoing Contracts and; (ii) Awarded But Not Yet Started Contracts**

This is to certify that \_\_\_\_\_ (company) \_\_\_\_\_ has the following ongoing and awarded but not yet started contracts:

Date of the Contract	Contracting Party	Name of Contract	Kind of Goods Sold	Amount of Contract	Value of Outstanding Contrats	Bidder is A.)Manufacturer B.)Supplier C.)Distributor

Name and Signature of Authorized Representative			Date
---	--	--	------

Instructions:

- a) State all ongoing contracts including those awarded but not yet started (government and private contracts which may be similar or not similar to the project called for bidding) as of:
  - i. **The day before the deadline of** submission of bids.
- b) If there is no ongoing contract including awarded but not yet started as of the aforementioned period, state none or equivalent term.
- c) 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. **“Name of Contract”**. **Indicate here the Nature/ Scope of the Contract for easier tracking of the entries/ representations.** *Example: Lot 1:* \_\_\_\_\_



**JOINT VENTURE AGREEMENT**

**KNOW ALL MEN BY THESE PRESENTS:**

This **JOINT VENTURE AGREEMENT** (hereinafter referred to as the “Agreement”), entered into this

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ at \_\_\_\_\_ City, Philippines by and among:

\_\_\_\_\_. A domestic corporation duly organized, registered and existing under and by virtue of the laws of the Republic of the Philippines, with office address at \_\_\_\_\_, represented by its \_\_\_\_\_, \_\_\_\_\_, hereinafter referred to as “\_\_\_\_\_”;

- and -

\_\_\_\_\_. A domestic corporation duly organized, registered and existing under and by virtue of the laws of the Republic of the Philippines, with office address at \_\_\_\_\_, represented by its \_\_\_\_\_, \_\_\_\_\_, hereinafter referred to as “\_\_\_\_\_”;

- and -

\_\_\_\_\_ a foreign corporation organized and existing under and by virtue of the laws of \_\_\_\_\_, represented by its \_\_\_\_\_, \_\_\_\_\_, hereinafter referred to as “\_\_\_\_\_”;

(Henceforth collectively referred to as the “**Parties**”

**WITNESSETH: That**

**WHEREAS**, the Procurement Service (PS) has recently published an Invitation to Apply for Eligibility and to Bid for the Supply and Delivery of \_\_\_\_\_ for the \_\_\_\_\_ ;



**WHEREAS**, the parties have agreed to pool their resources together to form the “\_\_\_\_\_ Joint Venture”, hereinafter referred to as the Joint Venture, under the laws of the Philippines, for the purpose of participating in the abovementioned procurement of PS-DBM;

NOW, THEREFORE, for and in consideration of the foregoing premises and the covenants hereto set forth, the Parties have agreed as follows:

**ARTICLE I  
ORGANIZATION OF THE JOINT VENTURE**

SECTION 1. Formation – The Parties do hereby agree and bind themselves to establish, form and organize a Joint Venture pursuant to the laws of the Republic of the Philippines, in order for the JV to carry on the purposes and objectives for which it is created;

SECTION 2. Name – The name and style under which the JV shall be conducted is “\_\_\_\_\_”;

SECTION 3. Principal Place of Business – The JV shall maintain its principal place of business at \_\_\_\_\_;

SECTION 4. Preparation and Documentation – The Parties shall secure and/or execute such certifications, documents, deeds and instruments as may be required by the laws of the Republic of the Philippines for the realization of the JV and in compliance with the Project. Further, they shall do all other acts and things requisite for the continuation of the JV pursuant to applicable laws;

SECTION 5. The Joint Venture shall be represented by the \_\_\_\_\_ in all biddings, related procurement transactions and other official dealings that it shall enter into with the PTA, such transactions to include, among others, the submission of eligibility documents, bids, registration documents obtaining bonds, performing the principal contract in the event that the contract is awarded in favor of the Joint Venture, receipt of payment for goods delivered, and similar and related activities.

SECTION 6. The period of the Joint Venture shall begin upon execution of this Agreement and shall continue until the complete performance of its contractual obligations to PTA, as described in Article II hereof, or upon its termination for material breach of any term or condition of this Agreement, by service of a written statement in English on the other Party, not less than 90 days prior to the intended date termination



**ARTICLE II  
PURPOSE**

SECTION 1. The primary purpose of the Joint Venture is to participate in the public bidding to be conducted by the PTA Bids and Awards Committee for the supply and delivery of \_\_\_\_\_ for the \_\_\_\_\_.

SECTION 2. If the above-described contract/s is/are awarded to the Joint Venture, the Joint Venture shall undertake the performance thereof to PTA, and such other incidental activities necessary for the completion of its contractual obligations.

**ARTICLE III  
SOLIDARY LIABILITY OF THE PARTIES**

SECTION 1. In the performance of the contract/s that may be awarded to the Joint Venture by the PS-DBM, and all other related activities/obligations, as described in Article II hereof, the Parties bind themselves jointly and solidarily, in the concept of solidarily debtors, subject to the right of reimbursement, as provided in the relevant provisions of the Civil Code of the Philippines.

**ARTICLE IV  
CONTRIBUTION AND OTHER ARRANGEMENTS**

SECTION 1. Contribution – The Parties shall contribute the amount of \_\_\_\_\_ (Php ) to support the financial requirements of the Joint Venture, in the following proportion:

A.	-	P	.00
B.	-	P	_____ .00
TOTAL		P	.00

Additional contributions to the Joint Venture shall be made as may be required for contract implementation. In addition, \_\_\_\_ shall contribute any labor and contract management requirements.

SECTION 2. Profit Sharing – The share of the Parties to the JV from any profit derived or obtained from the implementation and execution of the Project shall be distributed pro rata to each, in accordance with the contribution and resources each has provided to the JV;

SECTION 3. Liquidation and Distributions – Any sum remaining after deducting from the total of all moneys or benefits received for the performance of the contract, all costs incurred by the JV after award of the contract for the Project pursuant to the accounting practices established for the JV, shall be distributed in accordance with the relative balances in the accounts of each Party pursuant to Sec.1 of this Article upon completion, final accounting, termination and liquidation of the JV. In the event of liquidation and termination of JV, and after taking into account the shares of the Parties in all income, gain, deductions, expenses, and losses, should the account of a Party contain a negative balance, such Party shall contribute cash to the JV sufficient to restore the said balance to zero;

SECTION 4. Sharing of Burden of a Net Loss – In case a net loss is incurred, additional contributions shall be made by the Parties in accordance with their respective shares.



**ARTICLE V  
MISCELLANEOUS PROVISIONS**

SECTION 1. The provisions of the Instructions to Bidders, Supplemental Bid Bulletin, and other bidding documents issued by the PTA in relation to the contract described in Article II hereof, shall be deemed incorporated in this Agreement and made an integral part thereof.

SECTION 2. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

SECTION 3. The Parties herein are duly represented by their authorized officers.

SECTION 4. Governing Law – This Agreement shall be governed by and construed according to the laws of the Republic of the Philippines. Venue of any court action arising from this Agreement shall be exclusively laid before the proper court of the \_\_\_\_\_, Philippines.

IN WITNESS WHEREOF, the parties have set their hands and affixed their signatures on the date and place first above-stated.

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Signed in the Presence of:

\_\_\_\_\_







**SUPPLIER'S LETTERHEAD**

---

Date

**Chairperson  
PTA Bids and Awards Committee  
EDPC Bldg.,BSP Complex,  
Roxas Boulevard, Malate, Manila**

Dear Sir/Mam:

This has reference to Public Bidding No. \_\_\_\_\_ for \_\_\_\_\_ (Name of Project) \_\_\_\_\_.  
\_\_\_\_\_ (Name of Company) \_\_\_\_\_ respectfully requests for the following:

- ( ) Withdraw of Bid Submissions
- ( ) Refund of Bid Security  
(Attached is a photocopy of the Philippine Tax Academy Official Receipt)

It is understood that \_\_\_\_\_waives its right to file any motion for reconsideration and/pr protest in connection with the above-cited Public Bidding Project.

Thank you.

Very truly yours,

---

**Authorized Signatory for the Company**



## BID SECURING DECLARATION FORM

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REPUBLIC OF THE PHILIPPINES)  
CITY OF \_\_\_\_\_) S.S.

X-----X

### BID SECURING DECLARATION Invitation to Bid: *Public Bidding No. 23-07-1*

To: ***Philippine Tax Academy***  
*PTA Bids and Awards Committee*  
*EDPC Bldg., BSP Complex,*  
*Roxas Boulevard, Malate, Manila*

I/We<sup>3</sup>, the undersigned, declare that:

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

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

---

<sup>3</sup> Select one and delete the other. Adopt the same instruction for similar terms throughout the document.



*[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 known to me, and known to be the same person/s in the exhibited [insert type of government identification card used\*], with his/her photograph and signature appearing thereon, with 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 Attorney's No. _____ PTR No. _____ [date issued], [place issued] IBP No. _____ [date issued], [place issued]
--

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of \_\_\_\_\_.

*\*The identification card shall be at least one of those acceptable proofs of identity as identified under the provisions of the 2004 Rules on Notarial Practice.*

*“Sec. 12. Competent Evidence of Identity – The phrase “competent evidence of identity” refers to the identification of an individual based on:*

*At least one current identification document issued by an official agency bearing the photograph and signature of the individual, such as but not limited to, passport, driver's license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter's ID, Barangay certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman's book, alien certificate of registration/immigrant certificate of registration, government office ID, certification from the National Council for the Welfare of Disabled Persons (NCWDP), Department of Social Welfare and Development (DSWD) certification*



## Performance Securing Declaration (Revised)

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REPUBLIC OF THE PHILIPPINES)  
CITY OF \_\_\_\_\_ ) S.S.

### PERFORMANCE SECURING DECLARATION

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

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

I/We, the undersigned, declare that:

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

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

[Insert NAME OF BIDDER'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 known to me, and known to be the same person/s in the exhibited [insert type of government identification card used\*], with his/her photograph and signature appearing thereon, with 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 Attorney's No. _____
PTR No. _____ [date issued], [place issued]
IBP No. _____ [date issued], [place issued]

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Book No. \_\_\_\_\_

Series of \_\_\_\_\_.

*\*The identification card shall be at least one of those acceptable proofs of identity as identified under the provisions of the 2004 Rules on Notarial Practice.*

*“Sec. 12. Competent Evidence of Identity – The phrase “competent evidence of identity” refers to the identification of an individual based on:*

*At least one current identification document issued by an official agency bearing the photograph and signature of the individual, such as but not limited to, passport, driver’s license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter’s ID, Barangay certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman’s book, alien certificate of registration/immigrant certificate of registration, government office ID, certification from the National Council for the Welfare of Disabled Persons (NCWDP), Department of Social Welfare and Development (DSWD) certification*



