

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

**PROCUREMENT OF VARIOUS EQUIPMENT AND
SOFTWARE FOR OFFICE PRODUCTIVITY 1. LAPTOP
COMPUTERS; 2. PROJECTOR; 3. LOW ORBIT
INTERNET SATELLITE; 4. ANTIVIRUS SOFTWARE; 5.
CCTV MONITORING AND RECORDING DEVICE; AND
6. INFORMATION DISPLAY**

Government of the Republic of the Philippines

**DEPARTMENT OF AGRARIAN REFORM CENTRAL
OFFICE (DARCO)**

PUBLIC BIDDING NUMBER: PBD-DAR-2025-05

**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



REPUBLIC OF THE PHILIPPINES

DEPARTMENT OF AGRARIAN REFORM

Tunay na Pagbabago sa Repormang Agraryo



INVITATION TO BID FOR THE PROCUREMENT OF VARIOUS EQUIPMENT AND SOFTWARE FOR OFFICE PRODUCTIVITY 1. LAPTOP COMPUTERS; 2. PROJECTOR; 3. LOW ORBIT INTERNET SATELLITE; 4. ANTIVIRUS SOFTWARE; 5. CCTV MONITORING AND RECORDING DEVICE; AND 6. INFORMATION DISPLAY

Reference Number: **PBD-DAR-2025-05**

1. The **Department of Agrarian Reform (DAR)**, through the proposed **General Appropriations Act of 2025** intends to apply the sum of **Philippine Pesos ELEVEN MILLION EIGHT HUNDRED SEVENTY FIVE THOUSAND EIGHT HUNDRED EIGHTY PESOS (₱11,875,880.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for the **PROCUREMENT OF VARIOUS EQUIPMENT AND SOFTWARE FOR OFFICE PRODUCTIVITY** Reference Number: **PBD-DAR-2025-05** comprised of the following:

Item No.	Item Description	Total Qty.	Approved Budget for the Contract (ABC) in PhP
1.	Laptop Computers	120 units	5,999,880.00
2.	Projector	35 units	1,050,000.00
3.	Low Orbit Internet Satellite	5 units	330,000.00
4.	Antivirus Software	2,126 units	2,126,000.00
5	CCTV Monitoring and Recording Device	53 units	795,000.00
6	Information Display	35 units	1,575,000.00
TOTAL			11,875,880.00

Bidders are required to bid on the complete package. Bids received in excess of the ABC shall be automatically rejected at bid opening.

2. The **Department of Agrarian Reform** now invites bids for the above Procurement Project. Delivery of the goods is required **thirty (30) calendar days** upon receipt of Notice to Proceed (NTP). 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).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

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

4. Prospective Bidders may obtain further information from the DAR-BAC Secretariat and inspect the Bidding Documents at the address given below from Monday to Friday between 8:00 am to

5:00 pm.

5. A complete set of Bidding Documents may be acquired by interested Bidders on **June 13, 2025** 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 amount of **Philippine Pesos Five Thousand Pesos only (PhP 25,000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees through the presentation of

the original copy of the official receipt issued by DAR not later than the date of bid submission.

6. The Department of Agrarian Reform will hold a Pre-Bid Conference on **June 19, 2025 at 10:00 a.m.**, face to face, at the **FMAO Conference Room, 3rd Floor, Main Building, DAR Central Office, Elliptical Rd., Quezon City**, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **July 01, 2025, at 10:00 a.m.** **Late bids shall not be accepted.**
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be conducted face to face on **July 01, 2025, at 10:30 a.m.** at the **FMAO Conference Room, 3rd Floor, Main Building, DAR Central Office, Elliptical Rd., Quezon City**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The Department of Agrarian Reform reserves the right to reject any and all bids, declare 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 hereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

Atty. Shiela Mae Gerapusco

Head, DAR-BAC B Secretariat

Procurement Division Office

Ground Floor, DAR Central Office

Elliptical Road, Diliman, Quezon City

Telephone Numbers: 4453-8300/4455-5840; 89281011 or Mobile No.: 09667812052

Email address: **darco.bacsecretariat.b@gmail.com**

12. You may visit the following websites:

For downloading of Bidding Documents: www.dar.gov.ph

www.philgeps.gov.ph

June 11, 2025



ATTY. QUINTIN O. MAGSICO, JR.

Assistant Secretary, Finance & Management Office (FMO)

for Finance & Management Service (FMS) &

Procurement-Related Services

Chairperson, Bids & Awards Committee

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **DEPARTMENT OF AGRARIAN REFORM CENTRAL OFFICE (DARCO)** wishes to receive Bids **PROCUREMENT OF VARIOUS EQUIPMENT AND SOFTWARE FOR OFFICE PRODUCTIVITY 1. LAPTOP COMPUTERS; 2. PROJECTOR; 3. LOW ORBIT INTERNET SATELLITE; 4. ANTIVIRUS SOFTWARE; 5. CCTV MONITORING AND RECORDING DEVICE; AND 6. INFORMATION DISPLAY** with identification number **PBD-DAR-2025-05**

The Procurement Project (referred to herein as “Project”) is composed of **6 items**, 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 in the amount of **Philippine Pesos ELEVEN MILLION EIGHT HUNDRED SEVENTY FIVE THOUSAND EIGHT HUNDRED EIGHTY PESOS (₱11,875,880.00)**

2.2. The source of funding is:

a. Approved Government Appropriations Act (GAA) of 2025.

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. a. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on **June 19, 2025 at 10:00 a.m.** through face-to-face 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 **Section VII (Technical Specifications)**.

13. Bid and Payment Currencies

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until **one hundred twenty (120) calendar days from opening of bids**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

- 16.1. The Bidders shall submit on the specified date and time 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 1 – One Project having several items that shall be awarded as one contract.

- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

- 20.1. Not applicable
- 20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, or in the case of multi-year Framework Agreement, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause																			
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p>a. Procurement Of Various Equipment and Software for Office Productivity</p> <p>b. five (5) years prior to the deadline for the submission and receipt of bids.</p>																		
7.1	The Procuring Entity has prescribed that subcontracting is not allowed.																		
12	The price of the Goods shall be quoted DDP at the DAR Central Office, Elliptical Road, Diliman, Quezon City indicated in Section VI. Schedule of Requirements.																		
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> <p>a. The amount of not less than [2% of ABC] if bid security is in cash, cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit;</p> <table><tr><th>Package No.</th><th>ABC (PHP)</th><th>AMOUNT OF BID SECURITY (PHP)</th></tr><tr><td>1</td><td>11,875,880.00</td><td>237,517.6</td></tr></table> <p>Or</p> <p>b. The amount of not less than [5% of ABC] if bid security is in Surety Bond.</p> <table><tr><th>Package No.</th><th>ABC (PHP)</th><th>AMOUNT OF BID SECURITY (PHP)</th></tr><tr><td>1</td><td>11,875,880.00</td><td>593,794.00</td></tr></table>	Package No.	ABC (PHP)	AMOUNT OF BID SECURITY (PHP)	1	11,875,880.00	237,517.6	Package No.	ABC (PHP)	AMOUNT OF BID SECURITY (PHP)	1	11,875,880.00	593,794.00						
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16	During post-qualification, each bidder shall submit additional two (2) copies of the first and second components of its bid.																		
19.1	To resolve cases where an occurrence of a tie among bidders, i.e. two or more of the bidders are determined as the Lowest Calculated Responsive Bid (LCRB), the procuring entity may use “draw-lots” or similar methods of sheer luck or chance as per GPPB Circular 06-2005 “Tie-Breaking Method”																		
19.3	<p>The procurement project is only for one package comprising 4 items as follows:</p> <table><tr><th>Item No.</th><th>Item Description</th><th>Qty.</th></tr><tr><td>1</td><td>Laptop Computers</td><td>120</td></tr><tr><td>2</td><td>Projector</td><td>35</td></tr><tr><td>3</td><td>Low Orbit Internet Satellite</td><td>5</td></tr><tr><td>4</td><td>Antivirus Software</td><td>2,126</td></tr><tr><td>5</td><td>CCTV Monitoring and Recording Device</td><td>53</td></tr></table>	Item No.	Item Description	Qty.	1	Laptop Computers	120	2	Projector	35	3	Low Orbit Internet Satellite	5	4	Antivirus Software	2,126	5	CCTV Monitoring and Recording Device	53
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5	CCTV Monitoring and Recording Device	53																	

		6	Information Display	35	
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20.2	<p data-bbox="363 188 1189 219">The following income and business tax returns shall be required:</p> <ol data-bbox="363 241 1342 344" style="list-style-type: none"><li data-bbox="363 241 1315 273">1. Latest Income Tax Returns for 2022-2023 for fiscal/calendar year; and<li data-bbox="363 277 1342 344">2. Value Added Tax Returns (Forms 2550M and 2550Q) or Percentage Tax Returns (Form 2551M) covering the months of January-June 2024 <p data-bbox="363 367 1342 434">The income tax and business tax returns stated above should have been filed through the Electronic Filing and Payment System (EFPS).</p>
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Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than 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 *{[Include if Framework Agreement will be used:] or Framework Agreement}* 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

Special Conditions of Contract

GCC Clause	
1	<p data-bbox="363 394 1390 499"><i>List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]</i></p> <p data-bbox="363 539 727 573">Delivery and Documents –</p> <p data-bbox="363 591 1390 768">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 data-bbox="363 775 1390 880">[For Goods supplied from abroad, state:] “The delivery terms applicable to the Contract are DDP delivered [indicate place of destination]. In accordance with INCOTERMS.”</p> <p data-bbox="363 887 1390 1028">[For Goods supplied from within the Philippines, state:] “The delivery terms applicable to this Contract are delivered [indicate place of destination]. 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 data-bbox="363 1034 1390 1104">Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p data-bbox="363 1111 1390 1180">For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <i>[indicate name(s)]</i>.</p> <p data-bbox="363 1220 651 1254">Incidental Services –</p> <p data-bbox="363 1294 1390 1364">The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <p data-bbox="363 1404 1026 1438"><i>Select appropriate requirements and delete the rest</i></p> <ol style="list-style-type: none"> <li data-bbox="376 1476 1390 1545">a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; <li data-bbox="376 1552 1390 1621">b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; <li data-bbox="376 1628 1390 1697">c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; <li data-bbox="376 1704 1390 1845">d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and <li data-bbox="376 1852 1390 1957">e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods. <li data-bbox="376 1964 1241 1998">f. <i>[Specify additional incidental service requirements, as needed.]</i>

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.

Select appropriate requirements and delete the rest.

- 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 *[indicate here the time period specified. If not used indicate a time period of three times the warranty period]*.

Spare parts or components shall be supplied as promptly as possible, but in any case, within *[insert appropriate time period]* months of placing the order.

Packaging –

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

	<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>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>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>Transportation –</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 this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Supplier's</p>
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	<p>risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<p>Payment shall be made upon 100 percent delivery, inspection and acceptance of the items comprising the package.</p>
4	<p>The inspections and tests that will be conducted are:</p> <p>Ocular inspections and tests will be done in accordance with Section VII. Technical Specifications.</p>

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.

Description	Place of Delivery	Contract Completion Period
Supply and Delivery of Office Equipment	DAR Central Office	All items should be delivered within thirty (30) calendar days from the winning bidder's receipt of the Notice to Proceed

Office Equipment

Item No.	Item/Unit	Quantity	Total Units
1.	LAPTOP COMPUTERS	120	120
2.	PROJECTOR	35	35
3.	LOW ORBIT INTERNET SATELLITE	5	5
4.	ANTIVIRUS SOFTWARE	2,126	2,126
5.	CCTV MONITORING AND RECORDING DEVICE	53	53
6.	INFORMATION DISPLAY	35	35
GRAND TOTAL			2374

I hereby commit to comply and deliver all the above requirements in accordance with the above-cited schedules.

Signature over Printed Name of Authorized Representative

Designation_____

Name of Company_____

Date _____

Section VII. Technical Specifications

Technical Specifications

Item Number	Specification	Statement of Compliance
		<p><i>[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.]</i></p>

Item No.	Technical Specifications	Bidder's Statement of Compliance “Comply/Not Comply”
1	<u>The Office Equipment shall have the following specifications:</u>	

	<p>120 UNITS – LAPTOP COMPUTERS</p> <p>Processor Latest Generation x86 processor; Should have at least two (2) performance-cores and eight (8) efficient-cores; Should have at least 5 GHz performance-core max turbo frequency and 3.8 GHz efficient-core max turbo frequency; Should have at least 12 MB cache</p> <p>Preload Operating System Should have the latest operating system; Should be installed in SSD; Should be licensed; Should be in professional or business edition (64-bit)</p> <p>Graphics Card At least integrated graphics</p> <p>Memory At least 16GB DDR5 SO-DIMM; Hard Drive: At least 512GB M.2 2280 NVMe™ PCIe® 4.0 SSD</p> <p>Display Should have at least 14.0", 300nits, FHD</p> <p>Camera At least 1080p FHD camera w/ privacy shutter</p> <p>Battery At least 50 WHRs, 3S1P, 3-cell Li-ion</p> <p>AC Adapter/Power Supply TYPE-C, 65W AC adapter</p> <p>Keyboard Backlit Chiclet Keyboard</p> <p>Wireless Wi-Fi 6E; Bluetooth® 5.1 or above</p> <p>Ports/Slots 2x USB 3.2 Gen 1 Type-A; 2X USB 3.2 Gen 2 Type-C support display/power delivery; 1x HDMI 1.4; 1X 3.5mm Combo Audio Jack; 1x RJ45 Gigabit Ethernet</p> <p>Other Features System diagnosis; Battery health charging; Fan Profile; Splendid; Function key lock; Wi-Fi SmartConnect; Should have complied with the following Certifications/ Registries: Energy Star 8.0, TCO Certified, RoHS, Warranty and Support</p> <p>Three (3) years warranty on parts and services</p>	
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Item No.	Technical Specifications	Bidder's Statement of Compliance "Comply/Not Comply"
2	<u>The Office Equipment shall have the following specifications:</u>	

35 UNITS - PROJECTOR

LCD

Size: 0.55 (C2fine)

Native Resolution: XGA (1,024 X 768)

Light Source

Type: (W UHE): At least 210

Life (hrs) Normal: 6,100 Eco: 12,000

Aspect Ratio: At least 4.3

Project Lens: Type: No Optical Zoom/Focus (Manual)

F-Number: At least 1.44

Focal Length (mm): At least 16.7

Zoom Ratio: 1.0-1.95

Throw Ratio: 1.44-1.95

Screen Size (Projected Distance) (in,m)

Tele: 22-259 (0.87-10,34)

Wide: 30-350 [0.87-10.34]

Brightness (lm)

White Light Output: Normal, Extended, Color Light Output: At least 3,300

Contrast Ratio: at least 16,000:1

Geometric Correction

Vertical/Horizontal Keystone: $\pm 30^\circ$ / $\pm 30^\circ$

Quick Corner: Yes

Split Screen: Yes

Internal Speakers (Monoaural): 2 W X 1

Connectivity

Analog Input: 1-D-Sub 15 Pin; Digital Input: 1-HDMI; Others: USB Type

Operating Temperature (°C, °F)

Low Altitude: 5-40, 41-104

High Altitude: 5-35, 41-95

Humidity, No Condensation (%): 20-80

Operating Altitude (m,ft): 0-3,048, 0- 10,000

Direct Power On/Off

Start-Up Period (s): Up to 6

Warm-up Period: 30

Cool Down Period: Instant Off

Air FilterType: High Efficiency Filter

Maintenance Cycle (hrs)

Normal: At least 6000

Eco: At least 12000

Power Supply Voltage (V AC, Hz): 100-240 \pm 10%,50-60

Power Consumption (V): 200-240

Lamp (W)

Normal: At least 327

Eco: At least 225

Standby (W)

Energy Saving: At least 0.3

Dimension (mm)

Depth: Atleast 234; Width: At least 302; Height: At least 77

Weight (approx. kg): At least 3.1

Fan Noise (dB)

Normal: At least 37; Quiet: At least 28

Supplied Accessories

Power Cable (m): At least 1.8; Remote Control: 2AA Battery; User's

Manual CDROM: Yes; Quick Start Guide:Yes

Optional Accessories

Spare Lamp; Air Filter; Ceiling Mount; Carry Case

Warranty

One (1 year)

Item No.	Technical Specifications	Bidder's Statement of Compliance "Comply/Not Comply"
3	<u>The Office Equipment shall have the following specifications:</u>	
	<p><u>5 UNITS – LOW ORBIT INTERNET SATELLITE</u></p> <p>Satellite Dish (User Terminal) Type: Electronically phased-array antenna Mounting: Standard tripod or pole mount Environmental Resistance: Weather- resistant (IP67 or better) Orientation : Software Assisted Manual Orienting Operating Temperature: -30°C to 50°C (-22°F to 122°F) Power Input: 100-240V AC</p> <p>Wi-Fi Router Wireless Standard: IEEE 802. 11ac or newer (dual band 2.4 GHz & 5GHz Radio: Tri Band 4 x 4 MU-MIMO LAN Ports: At least 1 x Gigabit Ethernet Port Coverage: Up to 297 sqm (expandable via mesh)</p> <p>Cabling and Power Supply Standard 49.2ft/15m Starlink cable Power supply and router-integrated power adapter</p> <p>Mounting Accessories Standard tripod/base mount</p> <p>Service Subscription Duration: 12 months prepaid Bandwidth: Speeds up to 220 Mbps download, 25 Mbps upload Latency: 20-40 ms Data: Unlimited (Subject to fair use policy)</p> <p>Service Coverage Service Region: Must be active and available in the Philippines or designated project location</p> <p>Support and Warranty Warranty: At least 12 months on hardware Support: 24/7 technical support via app or portal</p>	

Item No.	Technical Specifications	Bidder's Statement of Compliance "Comply/Not Comply"
4	<u>The Office Equipment shall have the following specifications:</u>	

53 UNITS – CCTV MONITORING AND RECORDING DEVICE**Network Video Recorder (NVR)**

Channels: 8-Channel IP-based NVR

Video Compression: H.265 / H.264

Recording Resolution: up to 8MP (4K Support)

Storage 1 x SATA HDD Bay pre-installed with 1 TB Surveillance grade HDD

Display output HDMI and VGA ports

Playback: Simultaneous 4-channel playback or more

Video Compression: H.265 / H.264

Remote Viewing: Via Mobile App or Web Browser

Network Interface: 1x RJ45 10/100Mbps Ethernet Port

Dome Cameras (x5)

Type: IP Dome Camera, Indoor, Outdoor (weatherproof)

Image Sensor: 1/2.8" CMOS or Better

Resolution: 2MP (1080p) or higher

Lens: Fixed 2.8mm or 3.6mm wide-angle

Night Vision: IR LEDs with minimum 20m range

Housing: IP66-rated weatherproof casing

Power: PoE (Power over Ethernet) or 12V DC

Accessories and Cabling

Network Cables: Minimum 100 meters CAT5e or CAT6 UTP cable

Connectors: RJ45 connectors or equivalents

Power Supply: As required for cameras/NVR (PoE switch if PoE)

Mounting Kits: Ceiling/wall mounts for all cameras

Software and Monitoring

Compatibility: Supports remote viewing via mobile (Android/iOS) and PC

Motion Detection: Configurable alerts and email notifications

Installation and Configuration

Scope: Includes installation, configuration, and testing

Coverage: Proper camera placement to ensure maximum area surveillance

Documentation: Provide system diagram and user manual

Warranty and Support

Minimum 1-year warranty on NVR and cameras

Technical Support: available via Phone/email

Item No.	Technical Specifications	Bidder's Statement of Compliance "Comply/Not Comply"
5	<u>The Office Equipment shall have the following specifications:</u>	

35 UNITS – INFORMATION DISPLAY

Display

Screen size: 65inches (diagonal)
Display type: LED or QLED
Resolution: Ultra HD (4K) 3840 x 2160 pixels
Refresh rate: Minimum 60Hz
HDR support: HDR10 or higher
Viewing angle: wide (minimum 178° horizontal/vertical)

Smart TV Features

Operating system: Proprietary or open platform (e.g., Android TV, Tizen, WebOS)
Built-in Apps: Youtube, Netflix, Prime Video, etc.
Voice Control: Compatible with Google Assistant, Alexa, or built-in voice search
App store: Access to downloadable apps

Connectivity

Wi-Fi: Built-in Wireless LAN
Bluetooth: Supported (minimum v4.0)
HDMI ports: Minimum - 3 ports
USB ports: Minimum - 1 port
Ethernet (LAN) - Port - 1
Audio Output: Optical out or 3.5mm jack
Screen Mirroring: Supported (e.g., Miracast, Chromecast built-in)

Audio

Built-in speakers: yes (minimum 10W/speaker output)
Surround Sound: at least 7.1 surround sound technology or equivalent

Other Features

Remote control: Standard with batteries
Wall mount support: VESA mount compatible
Power supply: 100-240v AC, 50/60Hz
Energy efficiency: rated or compliant with local standards

Inclusions

1x Remote control
1x Power cord
1x User manual
1x Stand/base with screws

Warranty & Support

Minimum 1-year warranty on parts and labor

Authorized service center support within the Philippines

Item No.	Technical Specifications	Bidder's Statement of Compliance "Comply/Not Comply"
	<u>The Office Equipment shall have the following specifications:</u>	

6	2126 UNITS ANTIVIRUS SOFTWARE	
	Specifications	
	Integrated Management	
	Must include a unified management console for handling products from the same vendor	
	Allows administration of multiple products and enforcement of security policies through a single web-base interface.	
	Multi-Platform Management	
	Must Support Centralized management of devices running Windows, macOS, and Linux.	
	Ability to configure bandwidth limits for software updates.	
	Must offer an option to retrieve updates from a local cache device, while still maintaining communication of all policies with the vendor	
	Updating and Installation Option	
	Deployment of the endpoint agent must support multiple installation methods, including: Email setup link; Installer downloading link; Script-based installation	
	Role-Based Management	
	Must allow delegation of administrative task through role-based access controls	
	Should support predefined roles such as; Super Admin; Admin; Help Desk; Read-Only; User	
	Must implement automatic synchronization of users and group from both:	
	On-premises Active Directory	
	Azure Active Directory	
	AD sync must update every 6 hours to reflect changes in user/group membership	
	Tamper Protection	
	must include mechanisms to prevent unauthorized Modifications to endpoint security settings, including; Onn-access Scanning; Suspicious Behavior detection (HIPS); Web Protection; Vendor's live protection features; Vendor's live protection features; Disable Tamper protection; Uninstall the security vendor agent software	
	Threat Protection	
	The solution must provide comprehensive protection against modern threats, including:	
	Malware, risky file types, malicious websites, and dangerous network traffic	
	Real-time scanning of internet resources upon access	

	Automatic submission of malware samples to the vendor for analysis		
	Vendor- recommended default settings for optimal protection without complex configurations		
	Behavioral detection of:		
	Ransomware in documents		
	Web browser exploits		
	Vulnerable application exploits		
	Application hijacking		
	Communication with command-and-control (C2) servers		
	Advance Threat Protection Features		
	Suspicious Behavior Detection		
	Monitor code behavior to detect threats before signature updates are available		
	Pre-execution and runtime behavior analysis		
	Use of heuristics and behavioral analysis to determine intent before execution		
	Advanced Deep Learning Mechanism		
	Lightning-fast scanning (within 20ms) with millions of feature extractions		
	Offline protection without reliance on signature files		
	Classification of files as malicious, PUA, or benign		
	Multilayered analysis to enhance detection accuracy		
	Lightweight model (>20MB) with near-zero performance impact		
	Built using advanced tools like Keras, TensorFlow, and Scikit- learn		
	Exploit Prevention/Mitigation		
	Must detect and block known exploit techniques, including but not limited to:		
	Data Execution Prevention (DEP)		
	Address Space Layout Randomization (ASLR)		
	Heap Spray, Stack Pivot, Stack Exec		
	Reflective DLL Injection, Shellcode monitoring		
	Application Lockdown, Java Lockdown		
	Squiblydo Applocker Bypass		
	Wow=W64, Hollow Process, DLL Hijacking		
	Policies		
	Apply policies per use or device		
	Policies must support enforcement and expiration settings		
	Data Loss Prevention (DLP)		
	Monitor and restrict transfer of sensitive files		
	Define rules and actions for policy violations		
	Two rules types: File-based and Content-based		
	Peripheral Control		
	Control access to USB and removable media		
	Allow exceptions for specific peripherals		

	Application Control	
	Detect and block non-malicious applications deemed inappropriate for office use	
	Web Control	
	Block websites by category, file type, or specific URLs	
	Prevent access to high-risk sites	
	Improved productivity and manage bandwidth consumption	
	Account Health Check	
	Display overall account health score based on features usage and recommended settings	
	Ensure:	
	Protection License is installed on all endpoints servers	
	Threat Protection settings use recommended configurations	
	No critical exclusions present in protection rules	
	Tamper protection is enable on all devices	
	Option to snooze non-critical alerts	
	Adaptive Attack Protection	
	Employ behavioral rules that disrupt attacker actions in real time	
	Threat Analysis Center	
	Visual dashboards threat insights, including:	
	Total detections and breakdown views	
	Heatmaps, top users/entities, detection trends	
	MITRE TTP mapping, time range filters, and detailed graphs	
	Remediation	
	Automatically clean detection malware	
	Removed resolved cases from alers	
	Log events for all remediation actions	
	Data Lake	
	Run pre built or custom SQL queries	
	Access data from endpoints, servers, firewalls, and emails	
	Utilize stored data even if a device ic offline	
	IT Operations	
	Identify: Slow-running devices	
	Systems with vulnerabilities or suspicious programs	
	Guest, unmanage, or IoT devices	
	Root causes of network slowness	
	Anomalies on missing/destroyed devices (30-day lookback)	
	Threat Hunting	
	Investigate: Network activity on non-standard ports	
	Resent file or registry modifications	
	MITRE ATT&CK-mapped IoCs	

	Firewall-triggered ATP/IPS events	
	Suspicious email and file-based IoCs	
	Remote Access	
	Securely Connect to endpoints for investigation/remediation	
	Perform: Process termination	
	System reboots	
	File navigation and deletion	
	View session logs (time, user, device, purpose)	
	Synchronized Security	
	Ensure Products from the same vendor work together automatically to enhance detection and response	
	Allow integration with third-party security products for extended functionality	

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/Bidder

Signature over Printed Name of
Authorized Representative

Date

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- ☐ (a) Valid *PhilGEPS* Registration Certificate (Platinum Membership) (all pages);

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, Brochures if applicable
- ☐ (f) Original and duly signed Omnibus Sworn Statement (OSS) specific to the procurement project **and** if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- ☐ (g) The prospective bidder’s computation of Net Financial Contracting Capacity (NFCC); **or**

A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class “B” Documents

(h) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;

or

duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

II. FINANCIAL COMPONENT ENVELOPE

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

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

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

(k) *[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.

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

Section IX. Bidding Forms

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Bid Form for the Procurement of Goods

[Shall be submitted with the Bid]

BID FORM

Project Identification No. : **PBD-DAR-2025-05** Date : _____

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

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

If our Bid is accepted, we undertake:

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

[Insert this paragraph if Foreign-Assisted Project with the Development Partner:

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

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

_____	_____	_____
_____	_____	_____

(if none, state “None”) /

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

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

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

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

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

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

Price Schedule 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. **PBD-043B-2024-10 (rebid)** Page _____ of _____

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)
1	LAPTOP COMPUTERS		120						
2	PROJECTOR		35						
3	LOW ORBIT INTERNET SATELLITE		5						
4	ANTIVIRUS SOFTWARE		2,126						
5	CCTV MONITORING AND RECORDING DEVICE		53						
6	INFORMATION DISPLAY		35						
	TOTAL		2374						

Name: _____

Legal Capacity: _____

Signature: _____

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

Contract Agreement Form for the Procurement of Goods (Revised)

[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]

CONTRACT AGREEMENT

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;

- iii. Performance Security;
 - iv. Notice of Award of Contract; and the Bidder's conforme thereto; and
 - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**
- 3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.
 - 4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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

[Insert Name and Signature]

[Insert Name and Signature]

[Insert Signatory's Legal Capacity]

[Insert Signatory's Legal Capacity]

for:

for:

[Insert Procuring Entity]

[Insert Name of Supplier]

Acknowledgment

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

Omnibus Sworn Statement (Revised)*[Shall be submitted with the Bid]*

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

AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

Bank Guarantee Form for Advance Payment

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

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause 10 of the General Conditions of Contract to provide for advance payment, *[name and address of Supplier]* (hereinafter called the “Supplier”) shall deposit with the PROCURING ENTITY a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

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

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

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

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

Bid Securing Declaration Form

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

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

BID SECURING DECLARATION **Project Identification No.: PBD-043B-2024-10 (rebid)**

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

I/We, the undersigned, declare that:

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]
Affiant

[Jurat]

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

Performance Securing Declaration (Revised)

[If used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]

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

PERFORMANCE SECURING DECLARATION

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

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

I/We, the undersigned, declare that:

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

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

*[Insert NAME OF BIDDER OR ITS
AUTHORIZED REPRESENTATIVE]*

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

Annex “G”

Statement of Single Largest / Completed Contracts Similar to the Contract to be Bid

This is to certify that _____ (Company) _____ has the following completed contract/s for the period CY2018-2023

Date of the Contract	Contracting Party	Name of Contract	Nature/Scope	Amount of Contract	Date Awarded	Date Completed

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.

i. a) In the column under “Dates”, indicate the dates of Delivery/End-user’s Acceptance and Official Receipt.

ii. b) “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 Generator Set”

b) To be supported with a copy of the Contract/ Purchase Order, and Certificate of Compliance/Acceptance or Official Receipt (OR) as payment for the completed contract.

Annex “H”

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	Nature and Scope	Amount of Contract	Date Awarded	Value of Outstanding Contracts

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.

i. a) If there is no ongoing contract including awarded but not yet started as of the aforementioned period, state none or equivalent term.

ii. b) 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.

b) “Name of Contract”. Indicate here the Nature/Scope of the Contract for easier tracking of the entries/representations. *Example: “Supply and Delivery of Generator Set”*

c) To be supported with a copy of the Contract/s and Notice to Proceed.

