

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

SUPPLY AND INSTALLATION OF MONTHLY INTERNET SUBSCRIPTION FOR TWELVE MONTHS (12) MONTHS IN SEVENTY FOUR (74) REGISTRY OF DEEDS OFFICES NATIONWIDE (LOT1, LOT2, & LOT3)

Project ID No. LRA BAC-PGSM-2022-03

Government of the Republic of the Philippines

**Sixth Edition
July 2020**



Section I

Invitation to Bid

INVITATION TO BID FOR THE SUPPLY, DELIVERY AND INSTALLATION OF MONTHLY INTERNET SUBSCRIPTION FOR TWELVE (12) MONTHS IN SEVENTY FOUR (74) REGISTRIES OF DEEDS NATIONWIDE (LOT 1, LOT 2 & LOT3)

1. The Land Registration Authority (LRA), through the FY 2022 General Appropriations Act (GAA) R.A. No. 11639 intends to apply the sum of **THREE MILLION THREE HUNDRED EIGHTY EIGHT THOUSAND TWO HUNDRED SIXTY ONE PESOS AND SIXTY EIGHT CENTAVOS (PhP3,388,261.68)**, inclusive of VAT being the total ABC to payments under the contract for the **Supply and Installation of Monthly Internet Subscription for Twelve (12) Months in Seventy Four (74) Registry of Deeds Offices Nationwide (3 Lots)** with Project ID No. LRA BAC-PGSM-2022-03. **Bids received in excess of the ABC per lot shall be automatically rejected at bid opening.**

The ABC per Lot are:

- Lot No. 1: Two Million Six Hundred Fifty Five Thousand Six Hundred Sixty Four Pesos and Fifty Six Centavos (**₱ 2,655,664.56**) VAT inclusive (1 Lot).
Lot No.2: Five Hundred Three Thousand Six Hundred Sixty Pesos and Fifty Two Centavos (**₱ 503,660.52**) VAT inclusive (1 Lot).
Lot No. 3: Two Hundred Twenty Eight Thousand Nine Hundred Thirty Six Pesos and Sixty Centavos (**₱ 228,936.60**) VAT inclusive (1 Lot).

2. The **Land Registration Authority (LRA)** now invites bids for the above Procurement Project, Delivery of the Goods shall be within **one hundred twenty (120) calendar days** upon receipt of the Notice to Proceed (NTP) in accordance with the Delivery schedule under Section VI Schedule of requirements. The following are the required specifications:

LOT No. 1: ABC = Php 2,655,664.56	
58 Sites with Wired Internet Requirements (Fiber Connectivity)	
Item	Specification
1	Wired Internet with Fiber Connectivity
2	Unlimited internet service with at least 40 Mbps, No Data Cap

3	Internet Service for at least 5 users
4	The monthly recurring subscription Fee per Office should not exceed P3,815.61

LOT No. 1: Fifty Eight (58) Offices

Item No.	Registry of Deeds Offices	Location Addresses
Cordillera Administrative Region		
1	RD La Trinidad, Benguet Province	Capitol Building, Km. 6, Ground Floor, La Trinidad, Benguet 2601
2	RD Tabuk, Kalinga	Capitol Compound, Bulanao, Tabuk, Kalinga-Apayao 3800
3	RD Luna, Apayao	Capitol Comp., San Isidro Sur, Luna, Apayao
Region 1		
4	RD Ilocos Norte, Batac Branch	16-S Quiling Sur, National Highway, Batac City, Ilocos Norte 2906
5	RD Ilocos Norte Province	Twin Building, Barangay 7-B, M. Giron Street, Laoag City
6	RD Laoag City	Twin Building, Barangay 7-B, M, Giron Street, Laoag City
7	RD Tayug, Pangasinan	Rizal Street Poblacion, Tayug, Pangasinan
Region 2		
8	RD Ilagan, Isabela	G/F Queen Isabela SkyPark, Capitol Compound, Barangay. Alibagu, Ilagan, Isabela 3300
9	RD Santiago, Isabela	Maharlika Highway Street, James Subdivision Santiago, Isabela 3311
Region 3		
10	RD Balanga, Bataan	LRA Building, Provincial Capitol Compound, Balanga City 2100
11	RD Baler, Aurora	Barangay Suklayin, Baler, Aurora 3200
12	RD Iba, Zambales	Barangay Balili, Palanginan, Iba, Zambales 2201
13	RD Meycauayan, Bulacan	Barangay Iba, Moralla Street, Meycauayan, Bulacan
14	RD Palayan City, Nueva Ecija	Barangay Singalat, Palayan City 3132
15	RD San Fernando, Pampanga	Sto. Niño Capitol Compound, San Fernando City, Pampanga 3132
Region 4		
16	RD Calapan, Mindoro Oriental	Quadro Aguas Sta. Isabel, Calapan City
17	RD Cavite City	J. Ibanes Street, Canacao Bay, Brgy. 62-A, Samonte Park Cavite City

18	RD Infanta, Quezon	Barangay Common, Infanta, Quezon 4336
19	RD Nasugbu, Batangas	JP Laurel Street, Nasugbu, Batangas 4231
20	RD San Jose, Mindoro Occidental	Municipal Compound, Rizal Street, San Jose, Mindoro Occidental 5100
21	RD Siniloan, Laguna	Siniloan Municipal Hall, Barangay, Bagong Barangay, Siniloan, Laguna 4019
22	RD Tanauan City, Batangas	Mayapis St., Mt.ViewSubd., Brgy. Poblacion 3, Tanauan City
Region 5		
23	RD Daet, Camarines Norte	Barangay Magang Beige Street, Daet, Camarines Norte 4600
24	RD Masbate, Masbate	Provincial Capitol Building, Masbate City 5400
25	RD Camarines Sur Province, Naga	Hospital Road, Panganiban Drive, Naga City 4400
26	RD Naga City, Camarines Sur	City Hall Compound., J. Miranda Avenue, City of Naga 4400
27	RD Virac, Catanduanes	1/F Provincial Capitol Bldg., Virac, Catanduanes 4900
Region 6		
28	RD Kalibo, Aklan	Capitol Site, Kalibo, Aklan 5600
29	RD San Carlos City, Negros Occidental	Ground Floor, City Hall Bldg., F.C. Ledesma Ave., Barangay Palampas, San Carlos City, Negros Occidental, 6127
Region 7		
30	RD Canlaon City	2/F Oval Bldg., Exudos Ave., Canlaon City, Negros Oriental 6223
31	RD Danao City, Cebu	Old City Hall Building, Cebu City Cebu
32	RD Larena, Siquijor Province	North Poblacion, Larena, Siquijor 6226
Region 8		
33	RD Catbalogan City, Western Samar	Del Rosario St. Brgy. Ubanon Catbalogan City
34	RD Calbayog City, Western Samar	Cinemar Business L.D. Avelino Street, Calbayog City 6710
35	Maasin, Southern Leyte	Capitol Street, Asuncion, Maasin City, Southern Leyte 6600

36	RD Western Samar, Province	Provincial Capitol, Catbalogan, Western Samar
Region 9		
37	RD Dapitan City	City Hall Building, City Hall Drive, Dapitan City 7101
38	RD Dipolog City, Zamboanga del Norte	Provincial Register of Deeds, Corner Gonzales St, Dipolog City, Zamboanga del Norte 7100
39	RD Zamboanga del Norte Province	Provincial Register of Deeds, Corner Gonzales St, Dipolog City, Zamboanga del Norte 7100
40	RD Pagadian City, Zamboanga del Sur	Pres. Corazon C. Aquino Regional Govt. Center, Brgy. Balintawak, Pagadian City 7016
41	RD Zamboanga del Sur Province, Pagadian	Pres. Corazon C. Aquino Regional Govt. Center, Brgy. Balintawak, Pagadian City 7016
Region 10		
42	RD Bukidnon Province, Malaybalay	San Victores Street, Malaybalay, Bukidnon
43	RD Gingoog City	Brgy. 26, Felix V. Hurtado St., Gingoog City, Misamis Oriental 9014
44	RD Iligan City	PVB Building, Mahayhay, Iligan City 9200
45	RD Mambajao, Camiguin Province	Lakas, Mambajao, Camiguin 9100
46	RD Oroquieta City	Independence St., Paseo de Oroquieta, Poblacion II, Oroquieta City
47	RD Misamis Occidental Province	Independence St., Paseo de Oroquieta, Poblacion II, Oroquieta City
48	RD Tangub City	Marciano Balatero Street, Maloro, Tangub City 7214
Region 11		
49	RD Digos City, Davao del Sur Province	Hall of Justice Building, Luna Bataan, Digos City, Davao Del Sur 8002
50	RD Mati, Davao Oriental	Government Center, Dahican, Mati City
51	RD Tagum City, Davao del Norte Province	Provincial Capitol Building, Tagum City 8100
Region 12		
52	RD General Santos City	City Hall Compound., Sr. Citizen St., General Santos City
53	RD Isulan, Sultan Kudarat	Capitol Building, Isulan, Sultan Kudarat 9805
54	RD Kidapawan, North Cotabato Province	Capitol Building, North CotabatoProvince 9400

55	RD Prosperidad, Agusan del Sur	Capitol Building, Prosperidad, Agusan Del Sur 8500
56	RD Surigao City	Parucho Street, City Hall Compound, Barangay Washington, Surigao City 8400
57	RD Surigao del Norte Province	Parucho Street, City Hall Compound, Barangay Washington, Surigao City 8400
58	RD Tandag, Surigao del Sur	Capitol Hills, Talaje, Tandag City

LOT No. 2: ABC = Php 503,660.52	
11 Registry of Deeds Offices with Internet Requirement in any Type of Service	
Item	Specification
1	Wired or Wireless Internet
2	Unlimited internet service is preferred when available
3	Internet Service for at least 3 users in the office
4	The monthly recurring subscription Fee per Office should not exceed P3,815.61

LOT No. 2: Eleven (11) Offices

Item No.	Registry of Deeds Offices	Location Addresses
Cordillera Administrative Region		
1	RD Bontoc, Mountain Province	Provincial Capitol, Bontoc Province, 2616
2	RD Lamut, Ifugao	2 nd Floor, Bahni Commercial Building, Poblacion, Lamut, Province of Ifugao 3605
Region 2		
3	RD Batanes	Provincial Capital Building, Basco Batanes 3900
4	RD Tuao, Cagayan	Centro, Tuao, Cagayan (wing gymnasium) in front of Municipal Hall 3518
Region 3		
5	RD Angeles City	City Hall Building, PulungMaragul, Angeles City 2009
Region 4		
6	RD Mamburao, Mindoro Occidental	Capitol Compound, Mamburao Occidental Mindoro 5106

7	RD Romblon, Romblon	RD Barangay Capalan 5500
Region 7		
8	RD Bogo City	G/F, Bogo City Hall, Brgy. Cayang, Bogo City, Cebu 6010
Region 8		
9	RD Biliran, Biliran	Calumpang, Naval, Biliran
10	RD Borongan, Eastern Samar	Capital Site, Barangay Alang-Alang, Borongan, E. Samar 6800
11	RD Catarman, Northern Samar	JP Rizal corner Aguinaldo Street, Barangay Calachuchi, Catarman, Northern Samar

LOT No. 3: ABC = Php 228,936.60	
5 Registry of Deeds Offices with Internet Requirement in any Type of Service	
Item	Specification
1	Any type of internet service available in the area
2	Unlimited internet service is preferred when available
3	Internet Service for at least 3 users in the office
4	The monthly recurring subscription Fee per Office should not exceed P3,815.61

LOT No. 3: Five (5) Offices

ARMM		
1	RD Bongao, Tawi-Tawi	Municipal Hall, Bongao, Tawi-Tawi 7300
2	RD Isabela, Basilan	Justice Hall, Strong Boulevard, Isabela City, Basilan 7300
3	RD Jolo, Sulu Province	Martirez Street, Jolo, Sulu 7400
4	RD Lanao del Sur Province	Capitol Building, Lanao del Sur Province
5	RD Marawi City	City Hall, Marawi City 9700

Bidders should have completed, within the past three (3) years from the date of submission and receipt of bids, a contract similar to the Project per lot. 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 LRA-Bids and Awards Committee (BAC) Secretariat through the contact details given below and inspect the Bidding Documents as posted on the websites of the LRA and the Philippine Government Electronic Procurement System (PhilGEPS).
5. A complete set of Bidding Documents may be acquired by interested Bidders on **September 9 to October 2, 2022** from the given address below *upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of:*

Lot No. 1: Two Thousand Six Hundred Fifty Five Pesos and Fifty Six Centavos
(Php 2,655.56)

Lot No. 2: Five Hundred Three Pesos and Sixty Six Centavos **(Php 503.66)**

Lot No. 3: Two Hundred Twenty Eight Pesos and Ninety Four Centavos **(Php 228.94)**

The Procuring Entity shall allow the bidder to present its proof of payment for the fees *by presenting it in person or sending the scanned copy via email to the assigned BAC Secretariat.*

6. The **Land Registration Authority** will hold a **Pre-Bid Conference on September 19, 2022, 10:00 a.m., at 4th Floor, LRA Conference Room, LRA Building, East Avenue corner NIA Road, Diliman, Quezon City**, which shall be open to prospective bidders. To reduce the risks and hazards of community transmission of COVID-19, the BAC shall conduct meetings and conferences via videoconferencing at **Zoom Link** <https://zoom.us/j/93744902336?pwd=aEtVbDdlWUVaMEpCSkNkxVGxWUINKUT09> with **Meeting ID: 937 4490 2336 and Passcode: 630634.**
7. Bids must be duly received by the BAC Secretariat at the address below on or before **October 3, 2022, 9:30 a.m. at 4th Floor, LRA Conference Room, LRA Building, East Avenue corner NIA Road, Diliman, Quezon City.** Late bids shall not be accepted. Please properly inform the BAC Secretariat ahead of time.
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 **October 3, 2022, at 10:00 a.m** at 4th Floor, LRA Conference Room, LRA Building, East Avenue corner NIA Road, Diliman, Quezon City **via videoconferencing at Zoom Link** <https://zoom.us/j/93959813263?pwd=dFBxcGUrZy8xOGFaL09nYUJ3WmZzUT09>. With **Meeting ID: 939 5981 3263 and Passcode: 659016.** Bids will be opened in the presence of the bidders’ representatives who choose to attend the activity. Authorized attendees, including representatives of bidders, shall likewise join the meeting via videoconferencing.

10. The Land Registration Authority 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.

11. For further information, please refer to:

MARK KEVIN M. BIAGTAN
BAC-PGSM Secretariat Member
Room 101, Office of the Land Projection Section
Mobile No. 0968-879-2851
markkevin.biagtan@lra.gov.ph

RAE VINCENT H. GUINO-O
BAC-PGSM Secretariat Member
Room 411, Office of the Human Resource Development Division
Mobile No. 0916-600-4520
raevincent.guino-o@lra.gov.ph

12. You may visit the following websites:

For downloading of Bidding Documents: www.lra.gov.ph
(Click Transparency Seal, Click Chapter V, Annual Procurement)


ACTING DIRECTOR ATTY. FAYE ANGELA M. PASCUA
Chairperson, LRA Bids and Awards Committee on
Procurement of Goods, Supplies & Materials (BAC-PGSM)
East Avenue corner NIA Road, Diliman, Quezon City

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, Land Registration Authority (LRA) wishes to receive Bids for the **Supply and Installation of Monthly Internet Subscription for 74 Registry of Deeds Offices Nationwide (3 Lots)**, with identification number LRA BAC-PGSM-2022-03.

The Procurement Project (referred to herein as “Project”) is composed of three (3) Lots, 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 2022* in the amount of **PhP 3,388,261.68**, inclusive of VAT.

2.2. The source of funding is **General Appropriations Act (Republic Act No. 11639)**.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.

- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) 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.b. The Procuring Entity has prescribed that: **Subcontracting is not allowed.**

8. Pre-Bid Conference

The Land Registration Authority will hold a Pre-Bid Conference on **September 19, 2022, 10:00 a.m., at 4th Floor, LRA Conference Room, LRA Building, East Avenue corner NIA Road, Diliman Quezon City**, through videoconferencing as indicated in paragraph 6 of the IB. To reduce the risk and hazards of community transmission of COVID-19, the BAC shall conduct meetings and conferences via video conferencing until further notice, or until such time that the state of calamity or implementation of community quarantine or similar government restrictions shall have been lifted by the proper government authorities.

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 **three (3) 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: **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 **January 31, 2023**. 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.

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

20. Post-Qualification

- 20.1. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, 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

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p>a) refer to Supply and Installation of Monthly Internet Subscription for 74 Registry of Deeds Offices Nationwide (3 Lots, i.e. Lot 1, Lot 2 & Lot 3).</p> <p>b) completed within three (3) years prior to the deadline for the submission and receipt of bids.</p>
7.1	<i>Subcontracting is not allowed.</i>
12	Not applicable
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:</p> <p style="padding-left: 40px;">Lot No. 1: PhP 53,113.29 [(2%) of ABC] Lot No. 2: PhP 10,073.21 [(2%) of ABC] Lot No. 3: PhP 4,578.94 [(2%) of ABC]</p> <p style="padding-left: 40px;">if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p>b. The amount of not less than:</p> <p style="padding-left: 40px;">Lot No. 1: PhP 132,783.23 [(5%) of ABC] Lot No. 2: PhP 25,183.03 [(5%) of ABC] Lot No. 3: PhP 11,446.83 [(5%) of ABC]</p> <p style="padding-left: 40px;">if bid security is in Surety Bond.</p>
19.3	<p>The ABC per Lot is:</p> <p>Lot No. 1: Two Million Six Hundred Fifty Five Thousand Six Hundred Sixty Four Pesos and Fifty Six Centavos (₱ 2,655,664.56) VAT inclusive (1 Lot).</p> <p>Lot No. 2: Five Hundred Three Thousand Six Hundred Sixty Pesos and Sixty Fifty Two Centavos (₱ 503,660.52) VAT inclusive (1 Lot).</p> <p>Lot No. 3: Two Hundred Twenty Eight Thousand Nine Hundred Thirty Six Pesos and Sixty Centavos (₱ 228,936.60) VAT inclusive (1 Lot).</p> <p>Any bid with a financial component exceeding the ABC shall not be accepted.</p>
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 Single/Lowest Calculated

	<p>Bid, the Bidder shall submit ALL of the following post-qualification requirements:</p> <ol style="list-style-type: none"> 1. Photocopy of Single Largest Completed Contract or Purchase Order (Total Amount of ABC of Lots they actually bid) 2. The corresponding proof of completion which could either be: <ol style="list-style-type: none"> a. Certificate of Final Acceptance/Completion from the bidder's client; or b. Official Receipt or Sales Invoice of the bidder covering the full amount of the contract 3. Latest Income and Business Tax Returns, filed and paid through the Electronic Filing and Payments System (eFPS) and other appropriate licenses and permits required by law. 4. Mayor's/Business Permit for FY 2022 <p>Failure to submit a copy of the Single Largest Completed Contract with proof of completion is a valid ground for disqualification of the bidder</p>
21.1	<i>No Further Instructions</i>

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**.

[Include the following clauses if Framework Agreement will be used:]

2.3. For a single-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier in its bid.

2.4. For multi-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier during conduct of Mini-Competition.

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. *{[Include if Framework Agreement will be used:] In the case of Framework Agreement, the Bidder may opt to furnish the performance security or a Performance Securing Declaration as defined under the Guidelines on the Use of Framework Agreement.}*

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

6.1. 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.

6.2. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

Section V. Special Conditions of Contract

GCC Clause	
	<p>Delivery and Documents –</p> <p>“The delivery terms applicable to this Contract are delivered <i>in each of the LRA Central Office Units and Registry of Deeds Offices Nationwide addresses.</i></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 will be given after issuance of the Notice to Proceed.</p>
2.2	<p><i>The monthly recurring amount shall be billed subject to one time installation fee when applicable.</i></p>
4	<p>The inspections and tests that will be conducted by the representative(s) of each of the Central Office Units and Registry of Deeds Offices nationwide.</p>

Section VI. Schedule of Requirements

Item Number	Description	Quantity	Internet is Installed & Activated
1	Lot 1 (See Details below) - 58 Offices	74 Offices (RDs)	Within 120 calendar days upon receipt of an Notice to Proceed (NTP)
2	Lot 2 (See Details below) - 11 Offices		
3	Lot 3 (See Details below) - 5 Offices		

LOT No. 1: Fifty Eight (58) Offices

Item No.	Registry of Deeds Offices	Location Addresses
Cordillera Administrative Region		
1	RD La Trinidad, Benguet Province	Capitol Building, Km. 6, Ground Floor, La Trinidad, Benguet 2601
2	RD Tabuk, Kalinga	Capitol Compound, Bulanao, Tabuk, Kalinga-Apayao 3800
3	RD Luna, Apayao	Capitol Comp., San Isidro Sur, Luna, Apayao
Region 1		
4	RD Ilocos Norte, Batac Branch	16-S Quiling Sur, National Highway, Batac City, Ilocos Norte 2906
5	RD Ilocos Norte Province	Twin Building, Barangay 7-B, M. Giron Street, Laoag City
6	RD Laoag City	Twin Building, Barangay 7-B, M, Giron Street, LaoagCity
7	RD Tayug, Pangasinan	Rizal Street Poblacion, Tayug, Pangasinan
Region 2		
8	RD Ilagan, Isabela	G/F Queen Isabela SkyPark, Capitol Compound, Barangay. Alibagu, Ilagan, Isabela 3300
9	RD Santiago, Isabela	Maharlika Highway Street, James Subdivision Santiago, Isabela 3311
Region 3		
10	RD Balanga, Bataan	LRA Building, Provincial Capitol Compound, Balanga City 2100

11	RD Baler, Aurora	Barangay Suklayin, Baler, Aurora 3200
12	RD Iba, Zambales	Barangay Balili, Palanginan, Iba, Zambales 2201
13	RD Meycauayan, Bulacan	Barangay Iba, Moralla Street, Meycauayan, Bulacan
14	RD Palayan City, Nueva Ecija	Barangay Singalat, Palayan City 3132
15	RD San Fernando, Pampanga	Sto. Niño Capitol Compound, San Fernando City, Pampanga 3132
Region 4		
16	RD Calapan, Mindoro Oriental	Quadro Aguas Sta. Isabel, Calapan City
17	RD Cavite City	J. Ibanes Street, Canacao Bay, Brgy. 62-A, Samonte Park Cavite City
18	RD Infanta, Quezon	Barangay Common, Infanta, Quezon 4336
19	RD Nasugbu, Batangas	JP Laurel Street, Nasugbu, Batangas 4231
20	RD San Jose, Mindoro Occidental	Municipal Compound, Rizal Street, San Jose, Mindoro Occidental 5100
21	RD Siniloan, Laguna	Siniloan Municipal Hall, Barangay, Bagong Barangay, Siniloan, Laguna 4019
22	RD Tanauan City, Batangas	Mayapis St., Mt. View Subd., Brgy. Poblacion 3, Tanauan City
Region 5		
23	RD Daet, Camarines Norte	Barangay Magang Beige Street, Daet, Camarines Norte 4600
24	RD Masbate, Masbate	Provincial Capitol Building, Masbate City 5400
25	RD Camarines Sur Province, Naga	Hospital Road, Panganiban Drive, Naga City 4400
26	RD Naga City, Camarines Sur	City Hall Compound., J. Miranda Avenue, City of Naga 4400
27	RD Virac, Catanduanes	1/F Provincial Capitol Bldg., Virac, Catanduanes 4900
Region 6		
28	RD Kalibo, Aklan	Capitol Site, Kalibo, Aklan 5600
29	RD San Carlos City, Negros Occidental	Ground Floor, City Hall Bldg., F.C. Ledesma Ave., Barangay Palampas, San Carlos City, Negros Occidental, 6127
Region 7		
30	RD Canlaon City	2/F Oval Bldg., Exudos Ave., Canlaon City, Negros Oriental 6223
31	RD Danao City, Cebu	Old City Hall Building, Cebu City Cebu

32	RD Larena, Siquijor Province	North Poblacion, Larena, Siquijor 6226
Region 8		
33	RD Catbalogan City, Western Samar	Del Rosario St. Brgy. Ubanon Catbalogan City
34	RD Calbayog City, Western Samar	Cinemar Business L.D. Avelino Street, Calbayog City 6710
35	Maasin, Southern Leyte	Capitol Street, Asuncion, Maasin City, Southern Leyte 6600
36	RD Western Samar, Province	Provincial Capitol, Catbalogan, Western Samar
Region 9		
37	RD Dapitan City	City Hall Building, City Hall Drive, Dapitan City 7101
38	RD Dipolog City, Zamboanga del Norte	Provincial Register of Deeds, Corner Gonzales St, Dipolog City, Zamboanga del Norte 7100
39	RD Zamboanga del Norte Province	Provincial Register of Deeds, Corner Gonzales St, Dipolog City, Zamboanga del Norte 7100
40	RD Pagadian City, Zamboanga del Sur	Pres. Corazon C. Aquino Regional Govt. Center, Brgy. Balintawak, Pagadian City 7016
41	RD Zamboanga del Sur Province, Pagadian	Pres. Corazon C. Aquino Regional Govt. Center, Brgy. Balintawak, Pagadian City 7016
Region 10		
42	RD Bukidnon Province, Malaybalay	San Victores Street, Malaybalay, Bukidnon
43	RD Gingoog City	Brgy. 26, Felix V. Hurtado St., Gingoog City, Misamis Oriental 9014
44	RD Iligan City	PVB Building, Mahayhay, Iligan City 9200
45	RD Mambajao, Camiguin Province	Lakas, Mambajao, Camiguin 9100
46	RD Oroquieta City	Independence St., Paseo de Oroquieta, Poblacion II, Oroquieta City
47	RD Misamis Occidental Province	Independence St., Paseo de Oroquieta, Poblacion II, Oroquieta City
48	RD Tangub City	Marciano Balatero Street, Maloro, Tangub City 7214
Region 11		

49	RD Digos City, Davao del Sur Province	Hall of Justice Building, Luna Bataan, Digos City, Davao Del Sur 8002
50	RD Mati, Davao Oriental	Government Center, Dahican, Mati City
51	RD Tagum City, Davao del Norte Province	Provincial Capitol Building, Tagum City 8100
Region 12		
52	RD General Santos City	City Hall Compound., Sr. Citizen St., General Santos City
53	RD Isulan, Sultan Kudarat	Capitol Building, Isulan, Sultan Kudarat 9805
54	RD Kidapawan, North Cotabato Province	Capitol Building, North Cotabato Province 9400
55	RD Prosperidad, Agusan del Sur	Capitol Building, Prosperidad, Agusan Del Sur 8500
56	RD Surigao City	Parucho Street, City Hall Compound, Barangay Washington, Surigao City 8400
57	RD Surigao del Norte Province	Parucho Street, City Hall Compound, Barangay Washington, Surigao City 8400
58	RD Tandag, Surigao del Sur	Capitol Hills, Talaje, Tandag City

LOT No. 2: Eleven (11) Offices

Item No.	Registry of Deeds Offices	Location Addresses
Cordillera Administrative Region		
1	RD Bontoc, Mountain Province	Provincial Capitol, Bontoc Province, 2616
2	RD Lamut, Ifugao	2 nd Floor, Bahni Commercial Building, Poblacion, Lamut, Province of Ifugao 3605
Region 2		
3	RD Batanes	Provincial Capital Building, Basco Batanes 3900
4	RD Tuao, Cagayan	Centro, Tuao, Cagayan (wing gymnasium) in front of Municipal Hall 3518
Region 3		
5	RD Angeles City	City Hall Building, PulungMaragul, Angeles City 2009
Region 4		
6	RD Mamburao, Mindoro Occidental	Capitol Compound, Mamburao Occidental Mindoro 5106

7	RD Romblon, Romblon	RD Barangay Capalan 5500
Region 7		
8	RD Bogo City	G/F, Bogo City Hall, Brgy. Cayang, Bogo City, Cebu 6010
Region 8		
9	RD Biliran, Biliran	Calumpang, Naval, Biliran
10	RD Borongan, Eastern Samar	Capital Site, Barangay Alang-Alang, Borongan, E. Samar 6800
11	RD Catarman, Northern Samar	JP Rizal corner Aguinaldo Street, Barangay Calachuchi, Catarman, Northern Samar

LOT No. 3: Five (5) Offices

ARMM		
1	RD Bongao, Tawi-Tawi	Municipal Hall, Bongao, Tawi-Tawi 7300
2	RD Isabela, Basilan	Justice Hall, Strong Boulevard, Isabela City, Basilan 7300
3	RD Jolo, Sulu Province	Martirez Street, Jolo, Sulu 7400
4	RD Lanao del Sur Province	Capitol Building, Lanao del Sur Province
5	RD Marawi City	City Hall, Marawi City 9700

I hereby certify to comply and deliver all the above requirements.

Name of Company/Bidder

Signature Over Printed Name
Of Representative

Date

Section VII. Technical Specifications

LOT No. 1: ABC = Php 2,655,664.56		
58 Sites with Wired Internet Requirements (Fiber Connectivity)		
Item	Specification	Statement of Compliance
1	Wired Internet with Fiber Connectivity	
2	Unlimited internet service with at least 40 Mbps, No Data Cap	
3	Internet Service for at least 5 users	
4	The monthly recurring subscription Fee per Office should not exceed P3,815.61	

LOT No. 2: ABC = Php 503,660.52		
11 Registry of Deeds Offices with Wired or Wireless Internet		
Item	Specification	Statement of Compliance
1	Wired or Wireless Internet	
2	Unlimited internet service is preferred when available	
3	Internet Service for at least 3 users in the office	
4	The monthly recurring subscription Fee per Office should not exceed P3,815.61	

LOT No. 3: ABC = Php 228,936.60		
5 Registry of Deeds Offices with Internet Requirement in any Type of Service		
Item	Specification	Statement of Compliance
1	Any type of internet service available in the area	
2	Unlimited internet service is preferred when available	
3	Internet Service for at least 3 users in the office	
4	The monthly recurring subscription Fee per Office should not exceed P3,815.61	

Additional Requirements for Compliance

Item No.	Warranty Statements and other Requirements	Statement of Compliance
1	The installation of the internet shall be up to the area where the computer is located. Internet service shall be accepted when it met at least the minimum requirement specification.	
2	<p>MODE OF PAYMENT is Monthly Centralized Billing addressed at the LRA Central Office General Services Division (GSD). Each Registry of Deeds offices and the LRA CO Budget Division shall have their own individual billing.</p> <p>Centralized billing for Internet Service. All billing statements shall be sent in this address:</p> <p>Room 102 General Services Division (GSD), LRA Bldg. East Avenue corner NIA Road, Diliman Quezon City.</p> <p>Example:</p> <p>Registry of Deeds Baguio City Room 102 General Services Division (GSD), LRA Bldg. East Avenue corner NIA Road, Diliman Quezon City.</p>	
3	For long full outages of internet service, the LRA can file a complaint and can request a rebate based on the number of days of internet outages.	
4	Troubleshooting and/or repair shall be acted upon when incident report has been lodged.	
5	The LRA reserves the right to accept or reject any or all offers and to impose additional terms and conditions as it may deem proper.	
6	The supplier certifies that all items to be delivered are in good condition, however, any item that result in any defects covered within the warranty period shall be replaced if proven to be defective based on the said defects.	
7	If for any reasons, the internet service can not be installed in the assigned Registry of Deeds due to transfer of office or renovation of office, the internet installation and subscription fee charging shall be delayed until the permanent office is available or the internet can be transferred to the Central Office as replacement.	
8	In for any reason, there is a need to transfer to a new office the LRA can request transfer of internet connection to the new office.	
9	The internet subscription can be extended to the same Internet Service Provider (ISP) for the next twelve (12) months subject to availability of funds. Termination and renewal shall be subject to government implementing rules and regulation on internet communications.	

REMINDER ON STATEMENT OF COMPLIANCE:

[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 hereby certify to comply and deliver all the above requirements.

Name of Company/Bidder

**Signature Over Printed Name
Of Representative**

Date

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

Technical Documents

- (f) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (g) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (h) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission; **or**
Original copy of Notarized Bid Securing Declaration; **and**
- (i) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (j) Original duly signed Omnibus Sworn Statement (OSS); **and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- (k) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
- (l) 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

- (m) 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)

- (n) [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.

- (o) 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 for the Procurement of Goods

[shall be submitted with the Bid]

BID FORM

Date : _____

Project Identification No. : _____

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

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to **Supply and Installation of Monthly Internet Subscription for Twelve (12) Months in *[insert which Lot is being bid]*** in conformity with the said PBDs for the sum of *[insert amount in word (amount in number)]*, inclusive of VAT 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 and 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: _____

BID PROPOSAL FORM

Name of Company: _____

Address: _____

Supply and Installation of Monthly Internet Subscription for Twelve (12) Months for
[Specify the Lot number and its Description]

Item No.	Description	Quantity (a)	Period Covered (b)	Unit Cost (VAT Inclusive) (c)	Total Cost (VAT Inclusive) (a x b x c)
1	Monthly Recurring Subscription Fees		12 months		
	TOTAL:				

[Reminder: The number of offices per Lot is fixed, subscription coverage is 12 months, the monthly recurring subscription fee should not exceed Php 3,815.61 and the bid offer should not exceed the ABC per Lot.

Certified Correct:

Name and Signature of Bidder/Representative

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.: *[Insert number]***

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

I/We, the undersigned, declare that:

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

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

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

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

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.**

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]

P

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:
 1. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
 1. Procuring Entity has no claims filed against the contract awardee;
 2. It has no claims for labor and materials filed against the contractor; and
 3. 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]

