



# COOPERATIVE DEVELOPMENT AUTHORITY

827 Aurora Blvd., Service Road, Brgy. Immaculate Conception Cubao, 1111 Quezon City, Philippines  
http://www.cda.gov.ph helpdesk@cda.gov.ph CDA Philippines



## INVITATION FOR NEGOTIATED PROCUREMENT FOR TWO-FAILED BIDDINGS

### SUPPLY AND DELIVERY OF 291 UNITS OF LAPTOP COMPUTERS FOR THE COOPERATIVE DEVELOPMENT AUTHORITY

1. The **COOPERATIVE DEVELOPMENT AUTHORITY (CDA)** Head Office, through the **General Appropriations Act FY 2024**, intends to procure 291 Units of Laptop Computers with an Approved Budget for the Contract (ABC) of **NINETEEN MILLION TWO HUNDRED FIFTY THOUSAND PESOS ONLY (P19,250,000.00)**. **Proposals in excess of the ABC shall automatically be rejected.**
2. The Procurement procedure for this requirement is Negotiated Procurement for Two-Failed Biddings pursuant to Section 53.1 of 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
3. The selection of the successful offer shall be based on the best and final offer that will be submitted on the set deadline to the BAC and which would meet the minimum technical specifications required.
4. The **CDA through its Bids and Awards Committee (BAC) now invites** technically, legally, and financially capable suppliers for the said project.
5. The interested bidders may obtain further information from the BAC Secretariat at the address given below from **November 7, 2024 to November 15, 2024**, Monday to Friday, 7:00 AM to 4:00 PM.
6. The **CDA BAC** will hold a **Negotiation Meeting on November 11, 2024, Monday, 2:00 PM** through video conferencing **via Google Meet** which shall be open to all prospective bidders. Interested bidders must accomplish a form to be given a link to join the Negotiation Meeting virtually. To access the form, please find the link and/or scan the QR code provided on page 3.
7. Proposals must be duly received by the BAC Secretariat through online or electronic submission via [bacsecretariat@cda.gov.ph](mailto:bacsecretariat@cda.gov.ph) on or before **November 15, 2024 or at the latest one (1) hour before the deadline of the opening of bids (or at 9:00 AM of November 15, 2024)** Late submission shall not be accepted.

The submission shall contain the following:

- a. Bidders shall submit their proposal in a clear PDF format: 1 zip folder (password protected) containing the Eligibility and Technical Components of the Bid; and 1 zip folder (password protected) containing the Financial Component of the Bid.

#### **A. Eligibility and Technical Documents**

- a. Valid PhilGEPS Registration Certificate (Platinum Membership), including the Annex/es;
- b. Conformity with the Schedule of Requirements (Annex A);
- c. Conformity with the Technical Specifications (Annex B);

## B. Financial Documents

- a. Bid form
- b. Price Schedule

In case the total file size of the bid proposal is more than the allowable size of email attachment, the bidder may upload the bid proposal in Google Drive and send the link to the BAC Secretariat.

Bidders are strictly advised not to include the passwords in the emailed bid proposals. Passwords to access bid submissions shall be disclosed during the opening of the bids. The BAC Secretariat shall access the bid submissions with a maximum of five attempts, after which, the inaccessible bid proposal shall no longer be considered.

- b. All pages must be either digitally signed, or manually signed and scanned, and is arranged/numbered accordingly based on the Eligibility Checklist using standard file name.

Note: It is the responsibility of the Bidders to ensure that their submissions are duly received by the CDA-BAC Secretariat prior to the deadline of submission and receipt of their bids.

**Bid proposals submitted along with their corresponding passwords and/or not in compressed folders and not password protected, shall be rejected.**

8. The General Conditions of the Contract (Annex C) and Special Conditions of the contract (Annex D) shall form part of the contract. Other conditions of the contract shall be governed by the implementation of the rules and regulations of RA 9184 and other related and applicable laws.
9. **The Opening shall be on November 15, 2024, Friday at 10:00 AM via videoconferencing.** The bids shall be opened in the presence of the bidders or their duly authorized representatives who choose to attend the virtual meeting. Interested bidders must accomplish a form to be given a link to join the Opening of Bids virtually. To access the form, please find the link and/or scan the QR code provided in the next page.
10. For further information, please refer to:  
**THE CDA BAC SECRETARIAT**  
Ground Floor, CDA Building, No. 827 Aurora Blvd., Service Road, Brgy. Immaculate Conception, Cubao, Quezon City  
Telephone/FAX No. (02) 8723-8306  
**Email address:** [bacsecretariat@cda.gov.ph](mailto:bacsecretariat@cda.gov.ph)
11. You may visit the following website to download the bidding documents:

<https://cda.gov.ph/bids-and-awards>

  
**JOSELITO O. HALLAZGO**  
Chairman, Bids & Awards Committee

**INSTRUCTIONS:**

To access the Registration Form for the **NEGOTIATION MEETING**, kindly click this link:

**<https://forms.gle/swD9gkz2znJ8ZaDw9>**

Or scan the QR Code below:



Upon receipt of your response, the CDA BAC Secretariat will be sending you another link via email to access the virtual meeting on the prescribed date.

Thank you.

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To access the Registration Form for the **OPENING OF BIDS**, kindly click this link:

**<https://forms.gle/SDx2M597AehBaCtQ9>**

Or scan the QR Code below:



Upon receipt of your response, the CDA BAC Secretariat will be sending you another link via email to access the virtual meeting on the prescribed date.

Thank you.

Office of the Chairman : (02) 8721-5325  
(02) 8721-5324  
Office of the Administrator : (02) 8721-0633  
Officer of the Day : (02) 8725-3764



Management System  
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## ***Annex A. Schedule of Requirements***

# Schedule of Requirements

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

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
1	SUPPLY AND DELIVERY OF 291 UNITS OF LAPTOP COMPUTERS FOR THE COOPERATIVE DEVELOPMENT AUTHORITY FOR FY 2024  Please refer to Annex B - Detailed Technical Specifications / Requirements for the detailed Project Description	Units	291	45 CALENDAR Days

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

\_\_\_\_\_  
**Name of Company/Bidder      Signature Over Printed Name of Representative**

\_\_\_\_\_  
**Date**

## ***Annex B. Technical Specifications***

# Technical Specifications

Bidders must state here either “**Comply**” or “**Not Comply**” in the column “Bidder’s Statement of Compliance” against each of the individual parameters of each “Specification.”

Specification	Statement of Compliance
<b>SUPPLY AND DELIVERY OF 291 UNITS OF LAPTOP COMPUTERS FOR THE COOPERATIVE DEVELOPMENT AUTHORITY FOR FY 2024</b>	
1. TECHNICAL REQUIREMENTS (See Annex B “Detailed Technical Specifications / Requirements”)	
2. SCOPE OF WORK AND SERVICES (See Annex B “Detailed Technical Specifications / Requirements”)	
3. ELIGIBILITY OF THE BIDDERS (See Annex B “Detailed Technical Specifications / Requirements”)	
4. PRE-TERMINATION OF CONTRACT (See Annex B “Detailed Technical Specifications / Requirements”)	
5. CONFIDENTIALITY OF DATA (See Annex B “Detailed Technical Specifications / Requirements”)	
6. WARRANTIES OF THE CONTRACTOR (See Annex B “Detailed Technical Specifications / Requirements”)	
7. TERMS OF PAYMENT (See Annex B “Detailed Technical Specifications / Requirements”)	
8. BILLING AND PAYMENT (See Annex B “Detailed Technical Specifications / Requirements”)	
9. DELIVERY PERIOD (See Annex B “Detailed Technical Specifications / Requirements”)	

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

\_\_\_\_\_  
**Name of Company/Bidder      Signature Over Printed Name of Representative**

\_\_\_\_\_  
**Date**

# **Detailed Technical Specifications / Requirements**

## **PROJECT DESCRIPTION**

The Cooperative Development Authority (CDA) is actively engaged in a procurement initiative to acquire laptop computers, enhancing the daily operations of its personnel and reinforcing its commitment to promoting sustained growth and the full development of cooperatives. This dual-purpose acquisition involves replacing obsolete computers and providing laptops to newly hired CDA employees, ensuring the efficiency and effectiveness of the technological infrastructure. By investing in modern and reliable laptops, the CDA aims to empower its workforce, facilitate seamless communication, and uphold technological standards crucial for advancing the cooperative sector.

## **PROJECT SOURCE OF FUND**

The Approved Budget for the Contract is **NINETEEN MILLION, TWO HUNDRED FIFTY THOUSAND PESOS ONLY (IN FIGURE: PHP19,250,000.00)**, inclusive of VAT, which will be chargeable against the CDA ICTD CAPITAL OUTLAY fund 2024.

## **1. TECHNICAL REQUIREMENTS**

- 1.1. Processor: Intel Core i5, 13th generation
- 1.2. Memory: Minimum 16 GB
- 1.3. Memory Frequency: 3200Mhz DDR4
- 1.4. Storage: 512 GB NVMe SSD
- 1.5. Display Panel/Resolution:
  - 1.5.1. 15" to 16" display Full HD Minimum of 1920 x 1080
  - 1.5.2. 16:9 aspect ratio, supporting 60 Hz - 144 Hz refresh rate
  - 1.5.3. Wide viewing angle up
  - 1.5.4. Ultra Slim design
  - 1.5.5. Environment friendly, as certified by the Manufacturer, or as indicated in the product brochure and manual
  - 1.5.6. Products should be compliant with Energy Star Version 6.1 (Computers)
- 1.6. Graphics: Built-in HD Graphics
- 1.7. Network Connection:
  - 1.7.1. WLAN networking
  - 1.7.2. 802.11 ax wireless LAN
  - 1.7.3. Built-in Gigabit Ethernet 10/100/1000 (Optional)
  - 1.7.4. Support Bluetooth® 5.2 and later
- 1.8. Operating System: Windows 11 Pro (Units must have a sticker with the installed Microsoft Windows License Key)
- 1.9. Weight: Maximum of 3.9 lbs
- 1.10. Adapter: USB Type-C 65W or DC-In
- 1.11. Battery Type: 3-cell Li-ion or Li-Polymer battery; Supports Fast Charging technology
- 1.12. Camera and Microphones: 720p HD Web Camera and Dual Microphones
- 1.13. Input/Output Ports:
  - 1.13.1. USB 3.1



- 1.13.2. USB Type-C USB4
- 1.13.3. USB 3.1/Type-C USB4/Thunderbolt™ 4 (either)
- 1.13.4. HDMI® 2.1 port or equivalent HDMI adapter
- 1.13.5. Headphone/speaker jack or equivalent adapter
- 1.14. Warranty:
  - 1.14.1. 2 Years Warranty on all parts, labor, and on-site support,
  - 1.14.2. 1-Year International Warranty,
  - 1.14.3. 1 year on battery
- 1.15. Inclusive packages:
  - 1.15.1. 291 Pieces USB 3.0 to Gigabit Ethernet RJ45 LAN (10/100/1000) dongle
  - 1.15.2. 291 Pieces Microsoft Office Home and Business 2021 or higher package (Perpetual License).
  - 1.15.3. 291 Pieces Wireless Noise-Canceling Headphones with on/off functionality, option to use wired connections (Same brand preferred, but other brands are acceptable as long as they are fully compatible.)
  - 1.15.4. 291 Pieces Wireless Mouse (Same brand preferred, but other brands are acceptable as long as they are fully compatible.), with on/off functionality and option to use wired connections)
  - 1.15.5. 291 Laptop Bag (same brand with laptop)
  - 1.15.6. 291 One (1)-Year Licensed Anti-virus Software. It must be compatible with CDA's existing Sophos Firewall Products using these specifications for Sophos Endpoint Solution:
    - 1.15.5.1. Integrated Management
    - 1.15.5.2. Multi-Factor Authentication
    - 1.15.5.3. Multi-Factor Management
    - 1.15.5.4. SIEM Integration
    - 1.15.5.5. API for Endpoint Management
    - 1.15.5.6. Microsoft AD Synchronization
    - 1.15.5.7. Microsoft Azure Authentication
    - 1.15.5.8. Enhanced Tamper Protection
    - 1.15.5.9. Threat Protection
    - 1.15.5.10. Exploit Prevention/Mitigation
    - 1.15.5.11. Malicious Traffic Detection (MTD)
    - 1.15.5.12. Intrusion Prevention System (IPS)
    - 1.15.5.13. Anti-Ransomware Protection
    - 1.15.5.14. AMSI Protection
    - 1.15.5.15. Data Loss Prevention (DLP)
    - 1.15.5.16. Peripheral Control
    - 1.15.5.17. Application Control
    - 1.15.5.18. Web Control
    - 1.15.5.19. Advance System Clean
    - 1.15.5.20. Synchronized Security
    - 1.15.5.21. Endpoint+ Email Gateway
    - 1.15.5.22. Endpoint+ Firewall
    - 1.15.5.23. Endpoint+ Wireless Access Point.

## **2. SCOPE OF WORK AND SERVICES**

- 2.1. The CONTRACTOR shall supply, deliver, install, and configure 291 laptop computer units, inclusive of after-sale support services.
- 2.2. The CONTRACTOR shall provide/render technical support services twenty-four hours a day, seven days a week (24x7). Technical support can be delivered in the form of telephone calls, electronic mail, online, and/or on-site support.
- 2.3. The CONTRACTOR shall provide FREE Software Features, Updates & Upgrades;

2.4. The CONTRACTOR shall provide Manufacturer's certification that the latter has a Service Center/s in Metro Manila with service facilities and original parts/components readily available. The address of the Service Center/s shall also be stated in the certification;

2.5. The CONTRACTOR shall provide certification stating its 'After-Sales Service/Parts Program' indicating the following:

a) Equipment Repair – on-site repair should be done after the (1) hour of response time. Service equipment should be provided if affected equipment needs an off-site repair or waiting time for repair is more than a week (i.e. supplier is still waiting for the arrival of the replacement part/s). These service units should be of similar or higher specifications and performance.

b) If equipment repair calls for a particular part to be serviced, the said part should be brought by the technician of the supplier upon his response to the complaint.

c) Storage devices (HDD, SSD) must be removed before the pull-out of the unit by the contractor.

### **3. ELIGIBILITY OF THE BIDDERS**

3.1. PhilGEPS registered;

3.2. The Bidder should be in the IT business for 1 year;

3.3. At least 1 year experience dealing with government projects;

3.4. The CONTRACTOR must be a current and authorized reseller or distributor of the product being offered, specifically Laptop and Desktop Computers. The CONTRACTOR must be able to provide a valid certificate verifying this status.

3.5. For Office Productivity Tools (e.g., Microsoft Office and similar software), the CONTRACTOR is required to ensure that all volume licenses are transferred from the legitimate manufacturer or distributor to the Cooperative Development Authority (CDA) accounts. These licenses must be stored in the CDA's designated account ([ictd@cda.gov.ph](mailto:ictd@cda.gov.ph)) to facilitate the efficient control and management of licenses by the CDA.

### **4. PRE-TERMINATION OF CONTRACT**

4.1. In case of pre-termination, the CONTRACTOR shall be liable to additional liquidated damage equivalent to one percent (1%) of the contract price as provided by the Government Accounting Manual (GAM) and forfeiture of the Performance Security; and

4.2. The DBM upon recommendation of the CDA, shall have the right to blacklist the CONTRACTOR in case of pre-termination.

### **5. CONFIDENTIALITY OF DATA**

5.1. All technical staff assigned by the Contractor shall be required to sign a Non-Disclosure Agreement (NDA);

5.2. The Contractor agrees to hold all the foregoing information in strict confidence. The Contractor further agrees not to reproduce or disclose any confidential information to third parties without the prior written approval of the CDA; and

5.3. Any violation of this clause shall be subject to corresponding sanctions, penalties, and/or fines under the Republic Act No. 10173 or the "Data Privacy Act of 2012", without prejudice to any other applicable criminal and/or civil liability.

## **6. WARRANTIES OF THE CONTRACTOR**

- 6.1. The CONTRACTOR warrants that it shall conform strictly to the terms and conditions of this TOR;
- 6.2. The CONTRACTOR in the performance of its services shall secure, maintain at its own expense all registration, licenses or permits required by National or Local Laws and shall comply with the rules, regulations, and directives of Regulatory Authorities and Commissions;
- 6.3. The CONTRACTOR SHALL NEITHER ASSIGN, TRANSFER, PLEDGE, NOR SUB-CONTRACT any part or interest therein;

## **7. TERMS OF PAYMENT**

- 7.1. The CONTRACTOR shall be paid upon provision of licenses of this Project subject to the required Final Withholding VAT (Services) of five percent (5%) and Expanded Withholding Tax of two percent (2%);
- 7.2. Payment shall be made within a reasonable time from the submission of the documentary requirements such as, but not limited to the following, based on existing accounting and auditing laws, rules and regulations:
  - 7.2.1. Sales Invoice/Billings;
  - 7.2.2. Certificate of Acceptance issued by CDA ICTD; and
  - 7.2.3. No advance payment shall be made as provided for in Section 88 of PD 1445.

## **8. BILLING AND PAYMENT**

- 8.1. 100% - Upon the completion of the supply, delivery, installation, configuration, and deployment of the ICT products and/or solutions to the Cooperative Development Authority Head Office.

## **9. DELIVERY PERIOD**

- 9.1. Upon the receipt of the Notice to Proceed (NTP), the delivery must be completed within 45 Calendar Days

***Annex C.  
General Conditions of Contract***

# COOPERATIVE DEVELOPMENT AUTHORITY

## 1. Scope of Contract

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

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

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

## 2. Advance Payment and Terms of Payment

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

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

## 3. Performance Security

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

## 4. Inspection and Tests

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

# **COOPERATIVE DEVELOPMENT AUTHORITY**

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.

***Annex D. Special Conditions of  
Contract***

# COOPERATIVE DEVELOPMENT AUTHORITY

## Special Conditions of Contract

GCC Clause	
1	<p><b>Delivery and Documents –</b></p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>“The delivery terms applicable to the Contract are DDP delivered Manila. In accordance with INCOTERMS.”</p> <p>“The delivery terms applicable to this Contract are delivered in Manila. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <b>Mr. Mario Tuscan N. Naz – Information Technology Officer III</b></p> <p><b>Incidental Services –</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; and</li> <li>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> </ol>
	<p>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.</p>



# COOPERATIVE DEVELOPMENT AUTHORITY

	<p><b>Packaging –</b></p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <ul style="list-style-type: none"> <li>Name of the Procuring Entity</li> <li>Name of the Supplier</li> <li>Contract Description</li> <li>Final Destination</li> <li>Gross weight</li> <li>Any special lifting instructions</li> <li>Any special handling instructions</li> <li>Any relevant HAZCHEM classifications</li> </ul>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p><b>Transportation –</b></p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p>

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	<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 Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p><b>Intellectual Property Rights –</b></p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	Payment schedule shall be in accordance with the Detailed Technical Specifications.
3	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.

# COOPERATIVE DEVELOPMENT AUTHORITY

## Statement of Single Largest Completed Contract which is Similar in Nature

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

Business Address: \_\_\_\_\_

Name of Client/Contact Person/Contact Number/Contact Email Address	Date of the Contract	Title of the Contract/Name of the Project	Kinds of Goods	Amount of Contract	Date of Delivery/Acceptance	End User's Acceptance or Official Receipt(s) Issued for the Contract

Submitted by : \_\_\_\_\_  
(Printed Name and Signature)

Designation : \_\_\_\_\_

Date : \_\_\_\_\_

**Instructions:**

- a. The SLCC should have been completed within One (1) year prior to the deadline of the submission and receipt of bids.
- b. Similar contract shall refer to **PROCUREMENT OF DESKTOP/LAPTOP COMPUTERS WITH OPERATING SYSTEM AND OFFICE PRODUCTIVITY TOOLS.**
- c. Pursuant to Section 23.4.1.3 of the 2016 Revised IRR of RA No. 9184, the Bidder shall have an SLCC that is similar to the Project, and whose value, adjusted to current prices using the PSA's CPI, must be equivalent to at least fifty percent (50%) of the ABC to be bid.
- d. Date of Acceptance shall mean the date when the items delivered have satisfactorily met the requirements of the procuring entity, as evidenced by either a Certificate of Final Acceptance/Completion from the bidder's client, or an Official Receipt or a Sales Invoice (to be submitted during Post-qualification).

# COOPERATIVE DEVELOPMENT AUTHORITY

## Bid Securing Declaration

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

### BID-SECURING DECLARATION

Invitation to Bid/Request for Expression of Interest No.<sup>1</sup>: *[Insert reference number]*

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

I/We<sup>2</sup>, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
2. I/We Accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1 (b), 34.2, 40.1 and 69.1, except 69.1 (f), of the IRR of RA 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid-Securing Declaration shall cease to be valid on the following circumstances:
  - (a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
  - (b) I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;
  - (c) I am/we are declared as the bidder with the Lowest Calculated and Responsive Bid/Highest Rated and Responsive Bid<sup>4</sup>, and I/we have furnished the performance security and signed the Contract.

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

***[Insert NAME OF BIDDER'S  
AUTHORIZED REPRESENTATIVE]  
[Insert signatory's legal***

***capacity]***

Affiant

# COOPERATIVE DEVELOPMENT AUTHORITY

**[Jurat]**

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

## Omnibus Sworn Statement (Revised)

*[shall be submitted with the Bid]*

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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;**

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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**

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grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

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

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

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

# COOPERATIVE DEVELOPMENT AUTHORITY

## Bid Form for the Procurement of Goods

*[shall be submitted with the Bid]*

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### BID FORM

Date : \_\_\_\_\_  
Project Identification No. \_\_\_\_\_ :

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

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

If our Bid is accepted, we undertake:

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

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:

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# ***COOPERATIVE DEVELOPMENT AUTHORITY***

Legal capacity:

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Signature:

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Duly authorized to sign the Bid for and behalf of:

---

Date: \_\_\_\_\_

# COOPERATIVE DEVELOPMENT AUTHORITY

## Price Schedule for Goods Offered from Within the Philippines

### For Goods Offered from Within the Philippines

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

1	2	3	4	5	6	7	8	9	10
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)

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

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

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

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

Republic of the Philippines



Government Procurement Policy Board