



Republic of the Philippines
COURT OF TAX APPEALS
Quezon City

Bids and Awards Committee 1

Bidding Documents

Bid Project No. CTABAC1-2022-06
Procurement of Dedicated Internet Service

September 22, 2022

Court of Tax Appeals (CTA)
Agham Road, National Government Center,
1104 Diliman, Quezon City

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

CA – Continuing Appropriations

CDA - Cooperative Development Authority.

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

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

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

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GAA – General Appropriations Act.

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

IB – Invitation to Bid

INCOTERMS – International Commercial Terms.

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

ITB – Instructions to Bidders

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations

Section I. Invitation to Bid

Republic of the Philippines
COURT OF TAX APPEALS
Quezon City

INVITATION TO BID

Bid Project No. CTABAC1-2022-06

PROCUREMENT OF DEDICATED INTERNET SERVICE

1. The Court of Tax Appeals (CTA), through the Government of the Philippines, intends to apply the sum of **One Million Two Hundred Thousand Pesos (P1,200,000.00)**, inclusive of all service charges and applicable government taxes and duties, being the Approved Budget for the Contract (ABC) to payments under the contract for the **Procurement of Dedicated Internet Service**, for a period of one (1) year.

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

2. The CTA now invites bids for the above Procurement Project. Delivery of the Goods is required on or before November 27, 2022. Bidders should have completed, within the past **three (3) years** reckoned from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "*pass/fail*" criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

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

4. Prospective Bidders may obtain further information from **CTA Bids and Awards Committee 1 (BAC 1) Secretariat** and inspect the Bidding Documents at the address given below from **Mondays to Fridays, 9:00 A.M. to 3:00 P.M., subject to the condition that the CTA is physically open.**
5. A complete set of Bidding Documents may be acquired by interested Bidders on **September 22, 2022 to October 12, 2022** from the given address below and upon payment of the applicable fee for the bidding documents in the amount of One Thousand Five Hundred Pesos (P1,500.00).

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPs) and the website of the CTA.

provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

6. The CTA will hold a Pre-Bid Conference on **September 30, 2022, 10:00 A.M.** at the Multi-Purpose Hall (MPH), 5th Floor, CTA Building II, Agham Road, National Government Center, Diliman, Quezon City, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before **October 12, 2022, at 10:00 A.M (Philippine Standard Time)**. Late bids shall not be accepted. Electronic submission of bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 14.
9. Bid opening shall be on **October 12, 2022, 11:00 A.M.** at the Multi-Purpose Hall (MPH), 5th Floor at the given address below. Bids will be opened in the presence of the bidder/s or their duly authorized representative/s who choose to attend the activity.
10. Bidders who will visit the CTA to obtain further information, inspect or acquire the Bidding Documents, attend the Pre-Bid Conference, submit their Bids, or attend the Bid Opening must comply with the existing CTA Health Protocol and Measures to be allowed access to the Procuring Entity's premises.
11. The CTA reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 Revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
12. For further information, please refer to:

Atty. Maria Johoanna F. Chan-Te
BAC1 Secretariat Head
Court of Tax Appeals
CTA Building I
Agham Road, National Government Center
Diliman, Quezon City 1104
Telephone No.: (632) 8920-42-49 Loc. 304, 204 and 244
Email address: bac1.cta@judiciary.gov.ph
Website address: cta.judiciary.gov.ph

September 22, 2022.

(SGD)
DANILO B. FERNANDO
Chairperson
CTA Bids and Awards Committee 1

Section II. Instructions to Bidders

1. Scope of Bid

The CTA wishes to receive Bids for the **Procurement of Dedicated Internet Service** with identification number **CTABAC1-2022-06**.

The Procurement Project (referred to herein as "Project") is composed of **One (1) Lot**, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

The source of funding in the amount of **One Million Two Hundred Thousand Pesos (P 1,200,000.00) is the GOP for 2022**.

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 to have examined 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. 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.

- 5.3. Pursuant to Section 23.4.1.3 of the 2016 Revised IRR of RA No. 9184, the Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC, adjusted to current prices using the PSA's CPI.
- 5.4. The Bidders shall comply with the eligibility criteria under the applicable provision of 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

Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

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

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in the **BDS**.
 - b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in the **BDS**.

13. Bid and Payment Currencies

- 13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP, at the discretion of the Bidder. However, for purposes of bid

evaluation and the price to be indicated in the contract with the winning bidder and other relevant documents, bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.

13.2. Payment of the contract price shall be made in Philippine Pesos

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration 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 **February 9, 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 (1) original and One (1) photocopy of the first and second components of its Bid.

Bidders shall submit their bids through their duly authorized representative using the forms specified in the Bidding Documents in two (2) separate sealed bid envelopes and which shall be submitted simultaneously.

16. Deadline for Submission of Bids

The Bidders shall submit on the specified date and time at its physical address as indicated in paragraphs 7 and 9 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 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

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 Revised IRR of RA No. 9184.
- 19.2. Bidders may submit a proposal on the subject lot and evaluation will be undertaken thereon. The Bid Security as required by **ITB** Clause 14 shall be submitted for the said lot.
- 19.3. The descriptions of the lot shall be indicated in **Section VII (Technical Specifications)**, although the ABC of this lot is indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.1.4 of the 2016 Revised IRR of RA No. 9184. The NFCC must be sufficient for the ABC.
- 19.4. 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 ABC. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABC.

20. Post-Qualification

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

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
3	Each Bidder must ensure that the updated Required Forms containing the mandatory provisions stated under GPPB Resolution No. 16-2020 dated September 16, 2020 are complied with.
14.1	The bid security shall be limited to Bid Securing Declaration or Surety Bond of 5% of the corresponding ABC for One (1) Lot, to wit: Dedicated Internet Service [P60,000.00 (5% of ABC)],
19.3	The ABC for the lot is One Million Two Hundred Thousand Pesos (P1,200,000.00).
20	Aside from the latest income and business tax returns, other appropriate licenses and permits that must be submitted are the following: 1. Registration Certificate (SEC, DTI or CDA); 2. Valid Mayor's/Business Permit; 3. Latest Tax Clearance issued by the BIR; and 4. Latest Audited Financial Statement. <i>Note: The latest income and business tax returns are those within the last six (6) months preceding the date of bid submission.</i>
21.1	The following documents shall form part of the contract: a) Contract Agreement; b) Bidding Documents; c) Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents/statements submitted; d) Performance Security; e) Notice of Award of Contract; and f) Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs.

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. Terms of Payment

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.

3. Performance Security

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

4. Inspection and Tests

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

All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

5. Warranty

- 5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 Revised IRR of RA No. 9184.
- 5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1.	<p>Delivery and Documents –</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>For Goods supplied from abroad, the delivery terms applicable to the Contract are DDP delivered to the Court of Tax Appeals. In accordance with INCOTERMS.</p> <p>For Goods supplied from within the Philippines, the delivery terms applicable to this Contract are delivered to the Court of Tax Appeals, Agham Road, National Government Center, Diliman, Quezon City. 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 Representatives at the Project Site are the following personnel:</p> <ol style="list-style-type: none"> 1. Mr. Rommel A. Landicho (Procurement and Property Management Division) 2. Mr. Jeremy B. Buñag (Management Information Systems Division) <p>Incidental Services –</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"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty

obligations under this Contract; and

- e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

Spare Parts –

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

Select appropriate requirements and delete the rest.

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

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

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of three times the warranty period.

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

Packaging –

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

The packaging, marking, and documentation within and outside the packages

shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.

The outer packaging must be clearly marked on at least four (4) sides as follows:

Name of the Procuring Entity

Name of the Supplier

Contract Description

Final Destination

Gross weight

Any special lifting instructions

Any special handling instructions

Any relevant HAZCHEM classifications

A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.

Transportation –

Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.

Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be

	<p>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>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
4.	<p>The inspections and tests that will be conducted are:</p> <ol style="list-style-type: none"> 1. Verification of Technical Specifications of Goods; 2. Inspection of completeness of the delivered items; 3. Verification of Goods Performance and Condition; and 4. Further tests and inspection that may be required by the Court.

Section VI. Schedule of Requirements

Item No.	Description	Quantity	Total	Delivery Period
1	DEDICATED INTERNET SERVICE	One (1) Lot	₱1,200,000.00	On or before November 27, 2022

I hereby certify to comply and deliver the above requirements for One (1) Lot of Dedicated Internet Service.

Name of Company/Bidder

Signature over Printed Name of
Authorized Representative

Date

Section VII. Technical Specifications

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.

Item	CTA Requirements	Statement of Compliance
1	Provision of one (1) year Dedicated Internet Service (Leased Line) on the Committed Information Rate (CIR) a Minimum of Two Hundred Fifty (250) Megabits per second (Mbps) running on a fiber optic network: <ul style="list-style-type: none"> • Provide at least five (5) usable Internet Protocol (IP) Addresses. • Dedicated Internet Service with a dedicated (1:1) ratio. • A One-Time charge must be waived. • Committed Service Level Agreement (SLA) of at least 99.8%. • Latency of not more than 80 milliseconds average round trip from Client to ISP port. • Must provide a Multi Router Traffic Grapher (MRTG). 	
2	The Internet Service Provider should be at least a Tier-2 Internet Service Provider having a fully redundant Gigabit network.	
3	The Service Provider shall be registered with the National Telecommunications Commission (NTC).	
4	The Internet Service Provider must provide the service twenty-four (24) hours per day, seven (7) days per week including Sundays and Holidays.	
5	The Internet Service Provider shall guarantee that the Over-all Service Availability of at least 99.8% will be met on a month-to-month basis.	
6	The Internet Service Provider will supply the CTA, through the Management Information Systems Division (MISD) with the escalation procedures and escalation calling numbers and contacts.	
7	Response time for outage calls shall be: 24 x 7 x 1 hour response time. Although response is expected within one (1) hour, the Provider must immediately re-route to provide immediate restoration of service. Permanent resolution must be available within twenty-four (24) hours.	

Item	CTA Requirements	Statement of Compliance
8	The Internet Service Provider shall dispatch its maintenance personnel to the CTA's premises within one (1) hour from receipt by the Provider of a report from CTA, or the discovery thereof by the Provider, regarding an outage, break or malfunction in service requiring immediate repair.	
9	The Internet Service Provider shall provide service availability and status reports to the CTA through the MISD within one (1) hour from the time the outage or problem is reported or discovered, and regular updates thereafter.	
10	The formal outage report must be submitted to the CTA through the MISD within forty-eight (48) hours from outage.	
11	The Internet Service Provider shall submit a detailed work plan within two (2) weeks from the acceptance of Notice to Proceed.	
12	The Internet Service Provider shall submit Monthly Service Level Agreement (SLA) Reports on the fifth (5 th) day after the cut-off of the monthly billing cycle.	
13	Standard installation shall be made on or before November 27, 2022.	

I hereby certify to comply and deliver the above requirements for One (1) Lot of Dedicated Internet Service.

Name of Company/Bidder

Signature over Printed Name of
Authorized Representative

Date

TERMS OF REFERENCE

Procurement of Dedicated Internet Service

Bid Project No. CTABAC1-2022-06

I. Rationale

The Court of Tax Appeals (CTA) is a specialized tax court mandated to adjudicate tax cases, both civil and criminal in nature. It is an integral part of the Judicial Department of the Philippine government under the supervision of the Supreme Court.

One of the major requirements of the Court in performing its functions is the availability of internet facility that will aid the employees in case research by enabling access to electronic data and information from different sources. It will also enable faster collaboration between the employees and the litigants.

To provide the requirements of the CTA (Client), it intends to procure the service of a major Internet Service Provider (Provider) to supply, deliver and install an efficient, reliable, and cost-effective Dedicated Internet connection for the Court.

II. Internet Access Link

The Client intends to procure **one (1) Dedicated Internet Service** for a period of **one (1) year** with at least **Two Hundred Fifty (250) Megabits per second (Mbps)** guaranteed bandwidth (download and upload) that is easily upgradeable as the need arises and upon request by the Client. The link must come with at least five (5) usable static IP addresses, and the last mile must be on fiber optic cable.

III. General Scope of Work

- a. With the exclusion of the router, the Provider shall furnish all labor, materials, tools and equipment and perform all operations necessary to complete the supply, delivery and installation of tested Direct Internet connection for the Client.
- b. The Provider shall configure the equipment in collaboration with the technical personnel of the MISD of the Client.
- c. The Provider shall provide the Client with Client-side network monitoring tools for alerts and bandwidth analysis that would enable monitoring of service level agreement.
- d. The Provider shall assist the Client in migrating its existing network connectivity to the new connectivity.
- e. The connectivity shall be installed and in conformity with the Performance Requirements/Service Level Agreement as hereinafter provided.

- f. The work throughout shall be executed in the best and thorough manner under the direction and to the satisfaction of the Client through the MISD and shall have the power to reject any work and materials, which, in their judgment are not in full accordance therewith.
- g. The Provider shall indemnify and save harmless the Client from and against all liability for damages arising from injuries or disabilities to persons or damages to property occasioned by any or omission of the Provider.

IV. Site Inspection

The Provider is required to visit the site and satisfy himself as to local conditions and facilities that may affect his work. He will be deemed to have done this before preparing his proposal and no subsequent claim on the ground of inadequate or inaccurate information.

V. Qualification Requirements

- a. The Provider should be an established internet service provider and have the expertise with five (5) years of experience in internet service provisioning.
- b. The Provider must have the capacity and ability to provide maintenance services and technical support.
- c. The Provider should submit copies of Client Satisfactory Certificates from at least three (3) commercial/institutional clients for the last three (3) years with similar contract.
- d. The Provider must be registered with the National Telecommunications Commission (NTC).

VI. Performance Requirements/Service Level Agreement (SLA)

- a. The Provider must provide the service 24 hours per day, 7 days per week including Sundays and Holidays.
- b. The Provider shall guarantee that the Over-all Service Availability of at least 99.8% will be met on a month-to-month basis.
- c. Average round-trip delay of not more 80ms from the Client to ISP.
- d. The Provider will supply the Client through the MISD with the escalation procedures and escalation calling numbers and contacts.
- e. Response time for outage calls: 24 x 7 x 1 hour response time. Although response is expected within 1 hour, the Provider must immediately re-route to provide immediate restoration of service. Permanent resolution must be available within 24 hours.

- f. The Provider shall dispatch its maintenance personnel to the Client's premises one (1) hour from receipt by the Provider of a report from Client, or the discovery thereof by the Provider, regarding an outage, break or malfunction in service requiring immediate repair.
- g. The Provider shall provide service availability and status reports to the Client through the MISD within one (1) hour from the time the outage or problem is reported or discovered and regular updates thereafter.
- h. The formal outage report must be submitted to the Client through the MISD within 48 hours from outage.
- i. The following monthly reports should be submitted to the Client through the MISD on the fifth (5th) day after the cut-off of the monthly billing cycle.
 - Monthly availability report indicating average service level of the link; and
 - Summary of all outages reported or discovered and the resolution time.
- j. The Provider shall maintain, in proper working condition, all equipment provided to the Client.
- k. The Provider shall submit a detailed work plan within two (2) weeks from the acceptance of Notice to Proceed.

VII. Client Responsibilities

- a. Grant the Provider's authorized representative access to its premises, equipment and facilities located therein to perform its obligations, provided that such representative shall be accompanied by the duly assigned Client's personnel.
- b. Responsible for the safe custody and use of the equipment installed by the Provider.
- c. Monitor the provided services and verify if the parameters under the Service Level Agreement are met and performed by the Provider.
- d. Issue *Certificate of Acceptance*.

VIII. Approved Budget for the Contract (ABC)

The ABC for the project is **One Million Two Hundred Thousand Pesos (P1,200,000.00)** inclusive of all service charges and applicable government taxes. **The contract term will be for one (1) year.**

IX. Project Acceptance

Before the Client issues the *Certificate of Acceptance*, the following shall be conducted:

- a. The Provider shall notify the Client regarding the acceptance test procedure in writing seven (7) days prior to the required inspection/testing of the internet service connection.
- b. The acceptance test procedure shall be conducted in accordance with the following:
 1. The acceptance testing will be undertaken for a period of seven (7) days;
 2. Direct Internet leased line will have no service interruption during the agreed test period;
 3. The guaranteed Internet bandwidth of Two Hundred Fifty (250) Megabits per second (Mbps) direct internet connection is attained during working hours (i.e., 7:00 a.m. to 7:00 p.m.);
 4. Multi Router Traffic Grapher (MRTG) should be in place; and
 5. Assignment of at least 5 usable Public IP Addresses.

If any of the foregoing conditions are not met, the count of the testing period shall be restarted until all these conditions have been duly satisfied continuously for 7 working days.

The start of the Provider's billing shall be based on the date of the issuance of *Certificate of Acceptance*.

During the testing period, the Provider shall not be held liable for performance degradation/interruptions that are beyond its control such as power outages, fluctuations or failure or malfunction of the Client's own equipment, and international/regional internet backbone problems.

X. Penalties for Link Outages

The Provider shall not be liable for any damages or service interruptions caused by events of force majeure. Otherwise, link outages shall be subject to the following penalty/rebate schedule:

LENGTH OF INTERRUPTION	REBATE FACTOR
Less than 30 minutes	None
30 – 179 minutes	1/10 day
180 – 359 minutes	1/5 day
360 – 539 minutes	2/5 day
540 – 719 minutes	3/5 day
720 – 899 minutes	4/5 day
900 – 1440 minutes	1 day

Rebate shall be calculated as follows:

$$\frac{\text{Monthly Recurring Charge}}{30 \text{ days}} \times \text{Rebate Factor}$$

XI. Terms of Payment

- a. The Client will pay the agreed upon total monthly recurring rate (MRR) within thirty (30) days from receipt of billing statement with the required monthly reports.
- b. Rebates/penalties for outages beyond the agreed upon SLA will be deducted from billing statements of the following month after verification/agreement on the rebate/penalty amount.

XII. Option To Renew the Term of the Contract

The Client may opt to renew the term of the contract for one (1) year provided a written notice to the Provider is given at least sixty (60) days before the contract expires.

I hereby certify to comply and deliver the above requirements for One (1) Lot of Dedicated Internet Service.

Name of Company/Bidder

Signature over Printed Name of
Authorized Representative

Date

***Section VIII. Checklist of Technical and
Financial Documents***

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

- (a) Valid and updated PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;

Technical Documents

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

Financial Documents

- (g) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);
or
A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

- (h) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;
or
duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

II. FINANCIAL COMPONENT ENVELOPE

- (i) Original of duly signed and accomplished Financial Bid Form; **and**
- (j) Original of duly signed and accomplished Price Schedule(s).

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

- (k) *[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
- (l) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

Section IX. Forms

Bid Form

Date : _____

Project Identification No. : CTABAC1-2022-06

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

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

If our Bid is accepted, we undertake:

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

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

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

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

(if none, state "None")

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

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

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

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

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

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

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 various Information and Communications Technology Equipment 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 *Court of Tax Appeals* 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)

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

AFFIDAVIT

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

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

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

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

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

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

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

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**
4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

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

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

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

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

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

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

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

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

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

Bank Guarantee Form for Advance Payment

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

Gentlemen and/or Ladies:

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

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

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

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

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

Bid Securing Declaration Form

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

BID SECURING DECLARATION Project Identification No.: CTABACI-2022-06

To: *Court of Tax Appeals*
CTA Bldg. 1, Agham Road
National Government Center
1101, Diliman, Quezon City

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]

Price Schedule

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: _____

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: CTA BAC1-2022-06

To: **Court of Tax Appeals**

CTA Bldg. I, Agham Road,
National Government Center,
1101 Diliman, Quezon City

I/We, the undersigned, declare that:

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

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

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

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

Net Financial Contracting Capacity (NFCC) Computation

Project No. : CTA BAC1-2022-06
Project Title : Procurement of Dedicated Internet Service
Location : Court of Tax Appeals, Agham Road, National Government Center, 1104 Diliman, Quezon City

Approved Budget for the Contract: P1,200,000.00

Net Financial Contracting Capacity Computation

Year 2021	
1. Total Assets	
2. Current Assets	
3. Total Liabilities	
4. Current Liabilities	
5. Value of all outstanding works under ongoing contracts including awarded but not yet started	
6. K	15

The Net Financial Contracting Capacity (NFCC) based on the above data is computed as follows:

$NFCC = [(Current\ Assets - Current\ Liabilities) \times (K)] - (value\ of\ all\ outstanding\ or\ uncompleted\ portions\ of\ the\ projects\ under\ ongoing\ contracts,\ including\ awarded\ contracts\ yet\ to\ be\ started)$

NFCC =

NFCC = P _____

Submitted by:

(Signature of Authorized Representative over
Name of Supplier/Distributor/Manufacturer)

Date: _____

Sealing and Marking of Bids

SAMPLE NOMENCLATURE FOR BID ENVELOPES

Envelope Name: “Mother Envelope”
“Original”/ ”Photocopy”
“Technical Component” / “Financial Component”

Name of Bidder: _____
Address of Bidder: _____

Court of Tax Appeals
Bids and Awards Committee 1
Agham Road, Barangay Bagong Pag-asa, Quezon City

“Bid PROJECT NAME”
“Bid Project Number”

DO NOT OPEN ON OR BEFORE: “TIME AND DATE OF
OPENING OF BIDS”

MOTHER

Name of Bidder: _____

Address of Bidder: _____

Court of Tax Appeals 1
Bids and Awards Committee
Agham Road, Barangay Bagong Pag-asa, Quezon City

"Bid PROJECT NAME"

"Bid Project Number"

DO NOT OPEN ON OR BEFORE: "TIME AND DATE OF OPENING OF BIDS"

ORIGINAL

Name of Bidder: _____

Address of Bidder: _____

Court of Tax Appeals 1
Bids and Awards Committee
Agham Road, Barangay Bagong Pag-asa, Quezon City

"Bid PROJECT NAME"

"Bid Project Number"

DO NOT OPEN ON OR BEFORE: "TIME AND DATE OF OPENING OF BIDS"

PHOTOCOPY

Name of Bidder: _____

Address of Bidder: _____

Court of Tax Appeals 1
Bids and Awards Committee
Agham Road, Barangay Bagong Pag-asa, Quezon City

"Bid PROJECT NAME"

"Bid Project Number"

DO NOT OPEN ON OR BEFORE: "TIME AND DATE OF OPENING OF BIDS"

TECHNICAL COMPONENT

Name of Bidder: _____

Address of Bidder: _____

Court of Tax Appeals 1
Bids and Awards Committee
Agham Road, Barangay Bagong Pag-asa, Quezon City

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"Bid Project Number"

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FINANCIAL COMPONENT

Name of Bidder: _____

Address of Bidder: _____

Court of Tax Appeals 1
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Republic of the Philippines



Government Procurement Policy Board