PHILIPPINE BIDDING DOCUMENTS

Invitation to Bid for the Supply and Delivery of Branded and Brand New Information and Communication Technology (ICT) Equipment - 6 Lots Project Identification No. PB-002-2024

Government of the Republic of the Philippines

Sixth Edition July 2020



Republic of the Philippines Department of Agriculture PHILIPPINE FIBER INDUSTRY DEVELOPMENT AUTHORITY

Preface

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines for use by any branch, constitutional commission or office, agency, department, bureau, office, or instrumentality of the Government of the Philippines, National Government Agencies, including Government-Owned and/or Controlled Corporations, Government Financing Institutions, State Universities and Colleges, and Local Government Unit. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract or Framework Agreement, as the case may be; (ii) the eligibility requirements of Bidders; (iii) the expected contract or Framework Agreement duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (iv) the obligations, duties, and/or functions of the winning bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the "*name of the Procuring Entity*" and "*address for bid submission*," should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

Table of Contents

Glossa	ary of Acronyms, Terms, and Abbreviations	4
Sectio	n I. Invitation to Bid	7
	n II. Instructions to Bidders	
1.	Scope of Bid	12
2.	Funding Information	12
3.	Bidding Requirements	12
4.	Corrupt, Fraudulent, Collusive, and Coercive Practices	12
5.	Eligible Bidders	12
6.	Origin of Goods	13
7.	Subcontracts	13
8.	Pre-Bid Conference	13
9.	Clarification and Amendment of Bidding Documents	13
10.	Documents comprising the Bid: Eligibility and Technical Components	13
11.	Documents comprising the Bid: Financial Component	14
12.	Bid Prices	14
13.	Bid and Payment Currencies	15
14.	Bid Security	15
15.	Sealing and Marking of Bids	
16.	Deadline for Submission of Bids	15
17.	Opening and Preliminary Examination of Bids	
18.	Domestic Preference	
19.	Detailed Evaluation and Comparison of Bids	
20.	Post-Qualification	
21.	Signing of the Contract	
Sectio	n III. Bid Data Sheet	18
Sectio	n IV. General Conditions of Contract	22
1.	Scope of Contract	23
2.	Advance Payment and Terms of Payment	23
3.	Performance Security	23
4.	Inspection and Tests	23
5.	Warranty	24
6.	Liability of the Supplier	24
Sectio	n V. Special Conditions of Contract	25
Sectio	n VI. Schedule of Requirements	29
Sectio	n VII. Technical Specifications	31
	n VIII. Checklist of Technical and Financial Documents	

Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – "Free Carrier" shipping point.

FOB – "Free on Board" shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national

buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Notes on the Invitation to Bid

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria (*e.g.*, the application of a margin of preference in bid evaluation).

The IB should be incorporated in the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.



Republic of the Philippines Department of Agriculture PHILIPPINE FIBER INDUSTRY DEVELOPMENT AUTHORITY 3/F DA-PCAF Bldg., Department of Agriculture, Elliptical Rd., Diliman, Quezon City, Philippines 1107 THE BIDS AND AWARDS COMMITTEE Tel. Nos. 98288756 to 65 loc. 2652; 87219813 | Email: bac@philfida.da.gov.ph

INVITATION TO BID FOR the Supply and Delivery of Branded and Brand New Information and Communication Technology (ICT) Equipment – 6 Lots

1. The Philippine Fiber Industry Development Authority through the General Appropriations Act FY 2024 and Continuing Appropriations FY 2023 GAA approved Annual Procurement Plan intends to apply the sum of Two Million Four Hundred Thirty-Four Thousand One Hundred Eighty-Four Pesos (PhP2,434,184.00) being the ABC to payments under the contract for the Supply and Delivery of Branded and Brand New Information and Communication Technology (ICT) Equipment – 6 Lots with Project Identification No. 002-2024. Bids received in excess of the ABC shall be automatically rejected at bid opening.

The Philippine Fiber Industry Development Authority through the General Appropriations Act FY 2024 and Continuing Appropriations FY 2023 GAA approved Annual Procurement Plan intends to apply the sum of:

Lot No.	Particulars	Total (PhP)
1	Supply and Delivery of Branded and	12,000.00
	Brand New Printer	
2	Supply and Delivery of Branded and Brand New	187,000.00
	Heavy-Duty Scanner, Desktop and Laptop	
	Computer	
3	Supply and Delivery of Branded and Brand New	217,300.00
	CCTV System, Uninterruptible Power Supply	
	(UPS), Printer, Desktop and Laptop Computer	
4	Supply and Delivery of Branded and Brand New	764,700.00
	Heavy-Duty Document Scanner, Laptop	
	Computer and Tablet	
5	Supply and Delivery of Branded and Brand New	442,200.00
	Printer, Multipurpose Printer Inks, Tablet,	
	Laptop Computer and Multifunction	
	Photocopier	
6	Supply and Delivery of Branded and Brand New	810,984.00
	Desktop Computer, Printer, Uninterruptible	
	Power Supply (UPS) and Document Scanner	
	Total ABC	2,434,184.00

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

2. The Philippine Fiber Industry Development Authority now invites bids for the above Procurement Project. Delivery of the Goods is required by and shall be in accordance

with the Delivery Schedule under Section VI. Schedule of Requirements. Bidders should have completed, within three (3) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).

- 3. Bidding will be conducted through open competitive bidding procedures using a nondiscretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
 - a. 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 PhilFIDA and inspect the Bidding Documents at the address given below during office hours from 8:00 A.M. to 5:00 P.M.
- 5. A complete set of Bidding Documents can be accessed online starting April 27, 2024 (Saturday) and the hard copy can be purchased by interested Bidders starting April 29, 2024 (Monday) from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of:

Lot No.	Bid Docs Price (PhP)
1	120.00
2	200.00
3	220.00
4	800.00
5	500.00
6	800.00
Lot 1 to 6	2,640.00

- 6. The PhilFIDA will hold a Pre-Bid Conference¹ on May 6, 2024 (Monday) at 1:30 P.M. through video conferencing via Microsoft Office 365 Teams which shall be open to prospective bidders. Bidder/s should submit a valid email address one (1) day before the Pre-Bid Conference.
- Bids must be duly received by the BAC Secretariat through manual submission at PhilFIDA Central Office: 3/F DA-PCAF Bldg., Department of Agriculture, Elliptical Rd., Diliman, Quezon City on or before May 20, 2024 (Monday) at 9:00 A.M. Late bids shall not be accepted.
- 8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.

¹ May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a Pre-Bid Conference.

- 9. Bid opening shall be on May 20, 2024 (Monday) at 9:30 A.M at PhilFIDA's Fiber Processing and Utilization Laboratory: BAI Compound, Visayas Avenue, Quezon City to be streamed live via MS Office 365 Teams, the link of which is available by request. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
- 10. The bidders shall drop three (3) copies of their duly accomplished eligibility requirement, technical and financial proposals in two (2) separate envelopes in the bid box located at the PhilFIDA Central Office: 3/F DA-PCAF Bldg., Department of Agriculture, Elliptical Rd., Diliman, Quezon City. Interested bidders are requested to contact the BAC Secretariat at Cellular Phone Nos. 09189402419 and 09983243606 before submitting the bidding documents.
- 11. The PhilFIDA 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:

PhilFIDA BAC Secretariat Philippine Fiber Industry Development Authority 3/F DA-PCAF Bldg., Department of Agriculture, Elliptical Rd., Diliman, Quezon City Tel/Fax No.: 8721-9813 Tel. Nos. 89288756 to 65 loc. 2652 Email Address: bac@philfida.da.gov.ph

13. You may visit the following websites: For downloading of Bidding Documents: www.philgeps.gov.ph and/or www.philfida.da.gov.ph

April 24, 2024

CONCEPTION D. JOCSON **BAC** Chairperson



Notes on the Instructions to Bidders

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

1. Scope of Bid

The Procuring Entity, Philippine Fiber Industry Development Authority wishes to receive Bids for the Invitation to Bid for the Supply and Delivery of Branded and Brand New Information and Communication Technology (ICT) Equipment -6 Lots.

The Procurement Project (referred to herein as "Project") is composed of 6 Lots, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for General Appropriations Act FY 2024 and Continuing Appropriations FY 2023 GAA approved Annual Procurement Plan in the amount of Two Million Four Hundred Thirty-Four Thousand One Hundred Eighty-Four Pesos (PhP2,434,184.00).

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

- a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address and/or through videoconferencing/webcasting} as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in Section VIII (Checklist of Technical and Financial Documents).
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *[state relevant period as provided in paragraph 2 of the IB]* prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines.

Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in Section VIII (Checklist of Technical and Financial Documents).
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, exwarehouse, 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, 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 Declaration² 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 September 13, 2024. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.

17. Opening and Preliminary Examination of Bids

17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

 $^{^{2}}$ In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring 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. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in Section VII (Technical Specifications), although the ABCs of these lots or items are indicated in the BDS for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:

One Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.

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

20. Post-Qualification

20.1. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid

through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**

21. Signing of the Contract

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

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

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

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

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

- a. Information that specifies and complements provisions of the ITB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

ITB Clause							
5.3	For this	purpo	se, contracts s	imilar to the Project sh	all be:		
	a. I	CT So	oftware, Hardv	ware, Peripherals and C	Consumables		
			eted within thr eipt of bids.	ree (3) years prior to th	e deadline fo	r the submission	
7.1	Subcontracting is not allowed						
12	Develop	oment	Authority of	shall be quoted DDI ffices as follows or ERMS) for this Projec	the applicab	•	
			ffice Propert Rd., Diliman, O	y Unit – Agricultura Quezon City	ll Training	Institute (ATI),	
14.1			ty shall be in t ns and amoun	he form of a Bid Secur ts:	ing Declarati	on, or any of the	
		Bid curity	ABC per Lot	if cash, cashier's/manager's check, bank	hier's/manager's accompanied with a check, bank certification from the		
				draft/guarantee or irrevocable letter of credit	f Com	nsurance mission that ce company is	
				(2% of the ABC)	author suc	orized to insure och security of the ABC)	
	L	ot 1	12,000.00	240.00	,	600.00	
	L	ot 2	187,000.00	3,740.00	Ģ	9,350.00	
	L	ot 3	217,300.00	4,346.00	1	0,865.00	
		ot 4	764,700.00	15,294.00		8,235.00	
		ot 5	442,200.00	8,844.00		2,110.00	
		ot 6	810,984.00	16,219.68		40,549.20	
19.3	[In case		'otal	48,683.68		21,709.20	
19.5			•	warded by lot, list the dist in the distance of the second s			
		-	title, items, and the quantity for every identified lot, and the ling ABC for each lot.]				
	Lot No	0.	Par	rticulars	Quantity	Total (PhP)	
	1	Su	pply and Deli	very of Branded and	1 Lot	12,000.00	
			and New Prin 1 unit Printer	ter:			
	2	Su	pply and Deli	very of Branded and vy-Duty Scanner,	1 Lot	187,000.00	
				ptop Computer:			

Bid Data Sheet

		Total ABC	2,434,184.00
	- 2 units Document Scanners		
	Supply (UPS)		
	- 18 units Printers - 21 units Uninterruptible Power		
	 10 units Desktop Computer 18 units Printers		
	Scanner:		
	Supply (UPS), and Document		
	Printer, Uninterruptible Power		
	Brand New Desktop Computer,		,
6	Supply and Delivery of Branded and	1 Lot	810,984.00
	- 1 unit Multifunction Photocopier		
	- 2 units Mobile workstation Laptop Computer		
	- 2 units Laptop Computer- 2 units Mobile Workstation Laptop		
	- 1 unit Tablet		
	- 1 unit Printer		
	Photocopier:		
	Computer and Multifunction		
	Printer Inks, Tablet Laptop		
	Brand New Printer, Multipurpose		
5	Supply and Delivery of Branded and	1 Lot	442,200.00
	- 19 units Tablet		
	- 3 units Laptop Computer		
	Scanner		
	- 1 unit Heavy-Duty Document		
	Laptop Computer and Tablet:		
4	Brand New Document Scanner,	1 LOI	/04,/00.00
4	Supply and Delivery of Branded and	1 Lot	764,700.00
	- 1 unit Desktop Computer - 2 units Laptop Computer		
	 1 unit Printer 1 unit Desktop Computer		
	Supply (UPS)		
	- 3 units Uninterruptible Power		
	- 1 set CCTV System		
	Computer:		
	(UPS), Printer, Desktop and Laptop		
	Uninterruptible Power Supply		
	Brand New CCTV System,		
3	Supply and Delivery of Branded and	1 Lot	217,300.00
	- 2 units Laptop Computer		
	- 1 unit Desktop Computer		
	- 1 unit Heavy-Duty Document Scanner		

	Not Applicable
21.2	[List here any additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity.] Not Applicable

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

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

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

Any complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract.

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than 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

Notes on the Special Conditions of Contract

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

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

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

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

GCC Clause 1 [List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract: **Delivery and Documents –** 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: [For Goods supplied from abroad, state:] "The delivery terms applicable to the Contract are DDP delivered [indicate place of destination]. In accordance with INCOTERMS." 1. Central Office Property Unit - Agricultural Training Institute (ATI), Elliptical Rd., Diliman, Quezon City [For Goods supplied from within the Philippines, state:] "The delivery terms applicable to this Contract are delivered [indicate place of destination]. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination." 1. Central Office Property Unit – Agricultural Training Institute (ATI), Elliptical Rd., Diliman, Quezon City Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements). For purposes of this Clause the Procuring Entity's Representative at the Project Site is Mr. Samson A. Sebolino and/or his representative/s. Incidental Services – The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: 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 -

Special Conditions of Contract

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:
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 [<i>indicate here the time period specified</i> . <i>If not used indicate a time period of three times the warranty period</i>].
Spare parts or components shall be supplied as promptly as possible, but in any case, within seven (7) working days 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 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.

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.

Intellectual Property Rights -

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.

Regular and Recurring Services –

[*In case of contracts for regular and recurring services*, state:] "The contract for regular and recurring services shall be subject to a renewal whereby the performance evaluation of the service provider shall be conducted in accordance with Section VII. Technical specifications."

2.2	Not Applicable
4	The inspections and tests that will be conducted are: [Indicate the applicable inspections and tests] General inspection for ICT equipment.

Section VI. Schedule of Requirements

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

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
Lot 1	Supply and Delivery of Branded and Brand New Printer: 1 unit Printer	1 Lot	1 Lot	Thirty (30) calendar days upon receipt of the Notice to Proceed
Lot 2	Supply and Delivery of Branded and Brand New Heavy-Duty Scanner, Desktop and Laptop Computer: - 1 unit Heavy-Duty Document Scanner - 1 unit Desktop Computer - 2 units Laptop Computer	1 Lot	1 Lot	
Lot 3	Supply and Delivery of Branded and Brand New CCTV System, Uninterruptible Power Supply (UPS), Printer, Desktop and Laptop Computer:	1 Lot	1 Lot	
	 1 set CCTV System 3 units Uninterruptible Power Supply (UPS) 1 unit Printer 1 unit Desktop Computer 2 units Laptop Computer 			
Lot 4	Supply and Delivery of Branded and Brand New Heavy-Duty Document Scanner, Laptop Computer and Tablet:	1 Lot	1 Lot	

	 1 unit Heavy-Duty Document Scanner 3 units Laptop Computer 19 units Tablet 			
Lot 5	Supply and Delivery of Branded and Brand New Printer, Multipurpose Printer Inks, Tablet Laptop Computer and Multifunction Photocopier: - 1 unit Printer	1 Lot	1 Lot	
	 1 unit Tablet 2 units Laptop Computer 2 units Mobile Workstation Laptop Computer 1 unit Multifunction Photocopier 			
Lot 6	Supply and Delivery of Branded and Brand New Desktop Computer, Printer, Uninterruptible Power Supply (UPS), and Document Scanner:	1 Lot	1 Lot	
	 10 units Desktop Computer 18 units Printers 21 units Uninterruptible Power Supply (UPS) 2 units Document Scanners 			
Signa	ture over Printed Name	Position/De	signation	Name of Compan

Notes for Preparing the Technical Specifications

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

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

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

Sample Clause: Equivalency of Standards and Codes

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

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

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

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

In case of Renewal of Regular and Recurring Services, the Procuring Entity must indicate here the technical requirements for the service provider, which must include the set criteria in the conduct of its performance evaluation.

Technical Specifications

Item	Specification	Statement of Compliance
		[Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]
	Invitation to Bid for the Supply and Delivery of Branded and Brand New Information and Communication Technology (ICT) Equipment – 6 Lots	
Lot 1	Supply and Delivery of Branded and Brand New Printer	
	- 1 unit	
	- print, scan, copy and wireless	

r		
	- continuous ink tank system	
	- compact integrated tank design	
	- borderless printing	
	- wifi and wifi direct connectivity	
	 maximum printing resolution: 5760dpi x 1440dpi 	
	 printing speed: up to 33 ppm for black and white printing; up to 15 ppm for colored printing 	
Lot 2	Supply and Delivery of Branded and Brand New Heavy-Duty Scanner, Desktop and Laptop Computer	
	<u>1 unit Heavy-Duty Scanner:</u>	
	- document feeding: automatic or manual	
	 wired and wireless connection, scan speed up to 40ppm, colored LCD touch screen. 	
	- optical resolution: 600dpi	
	- scanning side: front/ back/ duplex	
	- feeder capacity: up to 50 sheets	
	<u>1 unit Desktop Computer:</u>	
	 processor: at least Intel Core i7 11th gen 	
	- memory: at least 16GB (2x8GB)	
	- DDR4	
	- storage: at least 1 TB SSD	

	- 27" monitor	
	$- 27^{\circ}$ monitor	
	- With licensed Operating System and Software Application (Windows 11 Home, Microsoft Office 2021)	
	2 units Laptop Computer	
	- at least 12 th Generation Intel Core i5	
	- at least 8GB DDR4/ DDR5 RAM with at least 1 RAM slot for upgrading	
	- at least 512GB PCIe NVMe SSD storage	
	- at least 14 inch FHD Display (non-touch)	
	 at least Intel UHD/ Iris Xe Integrated GPU preferably with dedicated NVIDIA/ Radeon/ Arc GPU (dual graphics) 	
	- With licensed Operating System and Software Application (Windows 11 Home, Microsoft Office 2021)	
Lot 3	Supply and Delivery of Brand New CCTV System, Uninterruptible Power Supply (UPS), Printer, Desktop and Laptop Computer	
	1 set CCTV System:	
	- installation and testing included	
	 with at least 2 bullet type outdoor camera, with at least 2 megapixel CMOS, at least 1080p resolution, and at least IP66 resistance 	

- compatible with at least A4, letter and legal size papers	
- at least 2 paper trays	
- prints up to A3+ (for auto- document feeder)	
- compatible for automatic duplex printing (A4/letter sizes)	
- ultra-high page yield at least 7,500 pages (black) and at least 6,000 pages (colour)	
- wi-fi connection ready	
- friction-type paper feed mechanism	
<u>1 unit Desktop Computer:</u>	
- Central Processing Unit (CPU): at least 8 cores and 16 threads; at least 3.8 Ghz core clock; socket type – AM4; built-in integrated (GPU)	
- Motherboard (MOBO): AM4 - mATX or ATX compatible motherboard; with built-in Wifi; at least 128GB maximum memory capacity; at least 4 memory slots	
- Random Access Memory (RAM): at least 16GB, partitioned to 8 GB RAM sticks	
- DDR4, with at least 3,200Mhz processing speed	
- Solid State Drive (SSD): at least 256GB NVME M.2 drive	
- Hard Disk Drive (HDD): at least 1TB HDD	

- Power Supply Unit (PSU): at least 550W; at least 80+ Bronze Standard	
- Chasis: mATX or ATX chasis; compatible with parts, enough space for cable management	
- Operating System (OS): Licensed Windows 10/11 installed on SSD	
- Peripherals: Monitor, IPS display, at least 24 inches; keyboard and mouse, webcam, monitor mounted, 1080p	
2 units Laptop Computer:	
- at least 15-inch IPS-level display (at least 1920x1090 resolution)	
- at least 6 cores, 12 threads mobile CPU with at least 4.55 Ghz maximum boost clock and at least 3.3 Ghz base clock	
- with a dedicated Graphical Processing Unit (GPU), ray- tracing compatible, with at least 4 GB GPU memory size	
- at least 16 GB DDR5 RAM with at least 4,800 Mhz speed	
- with at least 512GB M.2 SSD slot (NVMe PCIe Gen4)	
- with webcam	
- with backlit keyboard	
- with at least wifi 6E compatibility	
- with at least Bluetooth 5 compatibility	

r	1	
	- with at least 1 Type-C port, at	
	least 2 Type-A USB 3.2 port,	
	and at least 1 Type-A USB 2.0	
	and at loast 1 Type 11 CDD 2.0	
	- with HDMI compatibility	
-	- with at least Windows 11	
	Home	
Lot 4	Supply and Daliyany of	
LOI 4	Supply and Delivery of	
	Branded and Brand New	
	Heavy Duty Document	
	Scanner, Laptop Computer	
	and Tablet	
	<u>1 unit Heavy-Duty Document</u>	
	Scanner:	
	<u>Scanner.</u>	
	sconning speed up to 10 mm	
	- scanning speed: up to 40 ppm	
	(mono, colour) or higher	
	- scanning resolution: 1200 x	
	1200 dpi or higher	
	- duplex scan: Yes	
	aupier seun. Tes	
	- document separation: Yes	
	- document separation. Tes	
	- ADF Capacity: 80 sheets/ 100	
	sheets	
	- ADF Paper Size: Letter, A4,	
	Legal	
	- LCD Display: Yes	
	- 1 year warranty on parts and	
	services	
	3 units Laptop Computer:	
	5 amis Daptop Computer.	
	- Processor: Intel Core i5 – 13 th	
	Gen	
	- Display size: 15.6"	
	- Memory: 16 GB DDR4/	
	DDR5	
	- GPU: Integrated	
L		

	- Storage: 512 GB NVMe SSD	
	- OSS: Windows 10 or 11, with Microsoft Office Home and Student	
	- Warranty: 1 year warranty on parts and services	
	<u>19 units Tablet Device:</u>	
	- CPU: Octa core, Snapdragon 870 or higher/ Dimensity 1080 or higher	
	- Display size: 10 inches or bigger	
	- Memory storage: 128 GB, 8GB RAM	
	- Main camera: 13 MP	
	- Front camera: 8 MP	
	- Battery: 7000Ah or higher	
	- Connectivity: with sim slot 4G/ 5G and WiFi	
	- with smart pen	
	- with keyboard and protective folio case	
	- with power adapter, charge cable	
Lot 5	Supply and Delivery of Branded and Brand New Printer, Multipurpose Printer Inks, Tablet, Laptop Computer and Multifunction Photocopier	
	<u>1 unit Multipurpose Printer:</u>	
	- print, scan and copy	
	- with a maximum dpi of at least 5760 x 1440 DPI	

- black, cyan, magenta, yellow nozzle configuration	
- A4 and LTR paper size copy function	
- flatbed scanner, with CIS sensor type	
- with paper tray	
- can handle legal, A4 and letter paper sizes	
- at least USB 2.0 compatible	
- with WiFi direct printing	
<u>1 unit Tablet:</u>	
- android	
- with complete accessories	
- at least 11-inch tablet	
- WiFi/ LTE	
- Full view display	
- PC-level productivity	
<u>2 units Laptop Computer:</u>	
- at least 13 th Gen series, Intel core i5	
- at least 8 GB RAM DDR5	
- at least 512 GB PCIe NVMe SSD storage	
- at least 14 inch FHD	
- at least Intel Iris Xe GPU with dedicated NVIDIA Graphics	
- With licensed Operating System and Software	

Application (Windows	
11 Home, Microsoft	
Office 2021)	
1 unit Multifunction	
Photocopier:	
- 3 in 1 Photocopier w/ ADF,	
scanner and printer	
- Paper size: letter, A4, legal	
and A3 size	
- auto duplex or back to back	
- high volume printing	
- 2 trays, bypass tray	
- 2 mays, bypass may	
- Touch screen and digital copy	
- free start-up toner included	
- installation and demo training	
included	
- lifetime free service included	
- 2 years warranty on parts	
2 units Mobile Workstation	
Laptop Computer:	
Laptop Computer.	
- Processor at least: Intel	
Core i9 12900H	
Generation or Intel Core	
i7-13700H or AMD	
Ryzen 7-6800H or R7-	
7840H	
- RAM: at least 16 GB	
DDR5	
atomore at least 1 TD	
- storage: at least 1 TB NVMe SSD	
- display: 14 or 15 inch,	
IPS, 165Hz	
,	
- graphics: RTX 4060/	
RTX 3070Ti 8 GB	

	- weight: less than 2 kg	
	- camera: 1080p FHD	
	- With licensed Operating System and Software Application (Windows Pro, Microsoft Office 2021)	
	 with wireless mouse, USB hub, headset and cooling pad 	
Lot 6	Supply and Delivery of Branded and Brand New Desktop Computer, Printer, Uninterruptible Power Supply (UPS) and Document Scanner	
	<u>10 units Desktop Computer:</u>	
	- with monitor, mouse and keyboard	
	- at least Core i5 13 th Gen	
	- at least 8 GB RAM	
	- at least 512 GB NVMe SSD	
	<u>17 units Printers:</u>	
	- 3 in 1	
	- continuous ink tank system	
	- print, copy, scan	
	- with WiFi and WiFi Direct	
	- optical resolution: 1200dpi	
	- print speed: at least 33 ppm for draft (black)	
	21 units Uninterruptible Power Supply (UPS):	
	- 650va	

<u>1 unit Document Scanner:</u>	
- auto-fed	
- one-pass duplex colour scanner	
- sensor type: colour contract image sensor	
- optical resolution: at least 600 x 600 DPI	
- ADF capacity: 50 sheets	
- daily scan volume: up to 4,000 pages/ day	
- scanning speed: 35ppm/ 70i pm @ 200 DPI	
Warranty for Lots 1 to 6:	
- 1 year on all parts and services	
Delivery Period:	
- Thirty (30) calendar days	
Delivery Site:	
- Central Office Property Unit, 3/F Agricultural Training Institute, Elliptical Road, Quezon City	

Signature over Printed Name Position/Designation

Name of Company

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

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

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

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

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

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

Technical Documents

- (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (c) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission <u>or</u> Original copy of Notarized Bid Securing Declaration; <u>and</u>
- (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (f) Original duly signed Omnibus Sworn Statement (OSS) <u>and</u> 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) <u>or</u> 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 <u>or</u> duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

II. FINANCIAL COMPONENT ENVELOPE

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

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

(k) [For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos] Certification from the relevant government office of their country stating that Filipinos are allowed to participate in

government procurement activities for the same item or product. Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity. (l)

Annexes: Prescribed Forms/Template

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

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

AFFIDAVIT

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

1. [Select one, delete the other:]

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

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

2. [Select one, delete the other:]

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

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

- 3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, <u>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;</u>
- 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] REPUBLIC OF THE PHILIPPINES) CITY OF ______) S.S.

BID SECURING DECLARATION Project Identification No.: *[Insert number]*

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

I/We, the undersigned, declare that:

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

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

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

[Jurat]

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

Bid Form for the Procurement of Goods

[shall be submitted with the Bid]

BID FORM

Date : _____ Project Identification No. : _____

To: [name and address of Procuring Entity]

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/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 agentCurrencyCommission 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: _____

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

Date: _____

Signature:

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

For Goods Offered from Within the Philippines

Name	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: _____

Signature: _____

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

Price Schedule for Goods Offered from Abroad

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

For Goods Offered from Abroad

Name of Bidder _____ Project ID No.____ Page ___ of ____

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)

Name: _____

Legal Capacity: _____

Signature: _____

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

