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**Bids and Awards Committee – Goods and Services** 

# **BIDDING DOCUMENTS**

FOR

PROCUREMENT OF ICT EQUIPMENT

ITB-49/GF/STF/TF-23 Sixth Edition July 2020

### 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.

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## Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

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

**DTI** – Department of Trade and Industry.

**EXW** – Ex works.

FCA – "Free Carrier" shipping point.

FOB – "Free on Board" shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

**GPPB – Government** Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

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

LGUs – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

**PSA** – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

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

UN – United Nations.

# Section I. Invitation to Bid

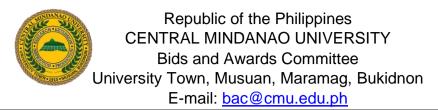
### Notes on the Invitation to Bid

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.



### **INVITATION TO BID FOR**

### PROCUREMENT OF ICT EQUIPMENT ITB-49GF/STF/TF-23

1. The *CENTRAL MINDANAO UNIVERSITY*, through the *GF/STF/RGMO 2023* intends to apply the sum of One Million Five Hundred Ninety Thousand Eight Hundred Twenty-Nine Pesos Only [1,590,829.00] being the ABC to payments under the contract for *Procurement of ICT Equipment/ ITB No.-* 49GF/STF/TF-23]. Bids received in excess of the total cost **per item** shall be automatically rejected at bid opening. Details are as follow:

Lot No.	Description	ABC
1	ICT Equipment	356,531.00
2	ICT Equipment	839,300.00
3	ICT Equipment	394,998.00

The *CENTRAL MINDANAO UNIVERSITY* now invites bids for the above Procurement of ICT Equipment. Delivery of the Goods is required within 45 days upon *receipt of notice to proceed*. Bidders should have completed, within two (2) years prior 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).

2. 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.

- 3. Prospective Bidders may obtain further information from *CENTRAL MINDANAO UNIVERSITY* and inspect the Bidding Documents at the address given below during **7:00-11:00 AM and 1:00-5:00 PM**.
- A complete set of Bidding Documents may be acquired by interested Bidders on August 15 to September
   4, 2023 from the given address and website(s) below *and upon payment of a non-refundable fee in the amount of:*

LOT NO.	ABC	BID DOCS PRICE
1 only	356,531.00	500.00

2 only	839,300.00	1000.00
3 only	394,998.00	500.00
All lots	1,590,829.00	5,000.00

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity. However, the Bidders shall pay the non-refundable fee for the Bidding Documents not later than the submission of their bids.

[NOTE: For lot procurement, the maximum fee for the Bidding Documents for each lot shall be based on its ABC, in accordance with the Guidelines issued by the GPPB; provided that the total fees for the Bidding Documents of all lots shall not exceed the maximum fee prescribed in the Guidelines for the sum of the ABC of all lots.]

5. The *CMU* will hold a Pre-Bid Conference<sup>1</sup> August 23, 2023 @ 4:00 pm at *BAC Conference Office*, *CMU*, *Musuan*, *Maramag*, *Bukidnon* and/or through video conferencing or webcasting, which shall be open to prospective bidders.

Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before September 4, *2023 at 4:00 pm*. Late bids shall not be accepted.

- 6. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
- 7. Bid opening shall be on September 4, 2023 at 4:00 pm at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
- 8. The *CENTRAL MINDANAO UNIVERSITY* 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.
- 9. For further information, please refer to:

IRIS M. DAJAO-OPISO Head, BAC-Secretariat CP# 0917-718-2368 E-mail Add. <u>bac@cmu.edu.ph</u>

10. You may visit the following websites:

For downloading of Bidding Documents: cmu.edu.ph & philgeps.gov.ph

HERMIE P. PAVA BAC Chairperson for Goods and Services

<sup>&</sup>lt;sup>1</sup> 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.



Republic of the Philippines CENTRAL MINDANAO UNIVERSITY University Town, Musuan, Bukidnon INSTRUCTION TO BIDDERS

- All bids and eligibility requirements must be submitted to the BAC–Secretariat of Central Mindanao University – Bids and Awards Committee (BAC) on or before 4:00 o'clock in the afternoon, Central Mindanao University BAC Office time on the day of the scheduled bidding. Bids submitted after the deadline shall not be accepted by the BAC;
- **2.** All bids must be accompanied by a Bid Security in an amount equivalent to a percentage of the Approved Budget for the Contract to be bid (ABC) in an acceptable forms of bonds as follows:

CASH, MANAGER'S CHECK, CASHIER'S CHECK, BANK DRAFT OR BANK GUARANTEE - 2% OF ABC

SURETY BOND OF ABC

- 5%

#### NOTARIZED BID SECURING DECLARATION

- **3.** The prospective bidder should have an experience in undertaking a similar project within the University or any other government agencies and private companies for the last two (2) years with an amount of at least fifty percent (50 %) of the Approved Budget for the Contract to be bid;
- 4. In case the Net Financial Contracting Capacity (NFCC) is not equal to the ABC prospective bidder must secure a commitment from a License bank to extend to it a credit line if awarded the contract to be bid, or a cash deposit certificate equivalent to at least ten percent (10 %) of the ABC, which is specific to the contract;
- 5. A single-stage, two-envelope system of bidding will be adopted by the BAC;
- 6. A prospective bidder should submit his/her bid documents in two (2) separate sealed bid envelopes, with envelope no. 1 duly marked as Eligibility & Technical requirements, envelope no. 2 marked Financial envelope containing the bid proposal. All envelopes must be sealed in an outer envelope which shall be marked with the name of the contract to be bid and the name of the bidder and addressed to the BAC;
- Bid documents submitted must be in three (3) copies, with the original mark as original copy to facilitate evaluation of the documents by the BAC TWG;
- Eligibility checking of the prospective bidders shall be done using a non discretionary "pass / fail criteria";
- **9.** Withdrawal or Modification of Bids after Bid Opening is NOT allowed; Submission of Waiver after Bid Opening will mean forfeiture of Bid Security and Subject to

Administrative Sanction – Suspension of one year for 1<sup>st</sup> offense and Suspension of two years for the second offense.

- **10.** All items are subject to inspection and tests prior to acceptance and payment.
- **11.** All representatives shall be authorized by the Owner/ Proprietor through a Special Power of Attorney or a Secretary's Certificate in case of Corporations.
- **12.** All clarifications must be in the form of writing.
- **13.** Attached to make part of this Instruction to Bidders are sample standard forms to be included in the bidding documents.

(Sgd.) HERMIE P. PAVA BAC Chairman, GOODS AND SERVICES

## Section II. Instructions to Bidders

### 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, *CENTRAL MINDANAO UNIVERSITY* wishes to receive Bids for the *[PROCUREMENT OF ICT EQUIPMENT]*, with identification number *[ITB NO. 48GF/STFTF-23]*.

[Note: The Project Identification Number is assigned by the Procuring Entity based on its own coding scheme and is not the same as the PhilGEPS reference number, which is generated after the posting of the bid opportunity on the PhilGEPS website.]

The Procurement Project (referred to herein as "PROCUREMENT OF ICT EQUIPMENT") is composed of [LOT 1 to 3], 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 [GF/STF/TF2023] in the amount of (1,590,829.00)
- 2.2. The source of funding is:
  - a. General Fund
  - b. Special Trust Fund
  - c. Trust Fund

#### 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 **ITB** by the BAC through the issuance of a supplemental or bid bulletin.

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

#### 4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

#### 5. Eligible Bidders

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

a. Subcontracting is allowed. The portions of Project and the maximum percentage allowed to be subcontracted are indicated in the **BDS**, which shall not exceed twenty percent (20%) of the contracted Goods.

- 7.2. *[If Procuring Entity has determined that subcontracting is allowed during the bidding, state:]* The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
- 7.3. [If subcontracting is allowed during the contract implementation stage, state:] The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.
- 7.4. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

#### 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 {*[insert if applicable]* 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.

11.5. *[Include if Framework Agreement will be used:]* Financial proposals for single or multi-year Framework Agreement shall be submitted before the deadline of submission of bids as prescribed in the **IB**. For multi-year Framework Agreement, evaluation of the financial proposal during this stage is for purposes of determining eligibility and whether or not such financial proposal is within the ABC.

#### **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 e.
  - b. For Goods offered from abroad:
    - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
    - ii. The price of other (incidental) services, if any, as listed in Section VII (Technical Specifications).
- 12.2. *[Include if Framework Agreement will be used:]* For Framework Agreement, the following should also apply in addition to Clause 12.1:
  - a. For a single year Framework Agreement, the prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.
  - b. For a multi-year Framework Agreement, the prices quoted by the Bidder during submission of eligibility documents shall be the ceiling and the price

quoted during mini-competition must not exceed the initial price offer. The price quoted during call for mini-competition shall be fixed during the Bidder's performance of that Call-off and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.

#### 13. Bid and Payment Currencies

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

#### 14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration<sup>2</sup> 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 shall exceed one hundred twenty (120) calendar days from the date of the opening of bids. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 14.3. [Include if Framework Agreement will be used:] In the case of Framework Agreement, other than the grounds for forfeiture under the 2016 revised IRR, the bid security may also be forfeited if the successful bidder fails to sign the Framework Agreement, or fails to furnish the performance security or performance securing declaration. Without prejudice on its forfeiture, bid securities shall be returned only after the posting of performance security or performance securing declaration, as the case may be, by the winning Bidder or compliant Bidders and the signing of the Framework Agreement.

 $<sup>^2</sup>$  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.

#### 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**.
- 16.2. [Include if Framework Agreement will be used:] For multi-year Framework Agreement, the submission of bids shall be for the initial evaluation of their technical and financial eligibility. Thereafter, those declared eligible during the said initial eligibility evaluation and entered into a Framework Agreement with the Procuring Entity shall submit anew their best financial offer at the address and on or before the date and time indicated in the Call for each mini-competition.

#### 17. Opening and Preliminary Examination of Bids

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

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

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

#### **18. Domestic Preference**

- 18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.
- 18.2. *[Include if Framework Agreement will be used:] For* multi-year Framework Agreement, determination of margin of preference shall be conducted every call for Mini-Competition.

#### 19. Detailed Evaluation and Comparison of Bids

19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

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

- a. In the case of single-year Framework Agreement, the Lowest Calculated Bid shall be determined outright after the detailed evaluation;
- b. For multi-year Framework Agreement, the determination of the eligibility and the compliance of bidders with the technical and financial aspects of the projects shall be initially made by the BAC, in accordance with Item 7.4.2 of the Guidelines on the Use of Framework Agreement.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case may be. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in Section VII (Technical Specifications), although the ABCs of these lots or items are indicated in the BDS for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

19.4. The Project shall be awarded as follows:

Option 3 - One Project having several items, which shall be awarded as separate contracts per item.

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. [Include if Framework Agreement will be used:] For multi-year Framework Agreement, all bidders initially determined to be eligible and financially compliant shall be subject to initial post-qualification. The BAC shall then recommend the execution of a Framework Agreement among all eligible, technically and financially compliant bidders and the Procuring Entity and shall be issued by HoPE a Notice to Execute Framework Agreement. The determination of the Lowest Calculated Bid (LCB) shall not be performed by the BAC until a Mini-Competition is conducted among the bidders who executed a Framework Agreement. When a Call for Mini-Competition is made, the BAC shall allow the bidders to submit their best financial proposals on such pre-scheduled date, time and place to determine the bidder with the LCB.
- 20.2. Within a non-extendable period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, {[Include if Framework Agreement will be used:] or in the case of multi-year Framework Agreement, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant,}the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**. {[Include if Framework Agreement, the LCB shall likewise submit the required documents for final Post Qualification.]

#### 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**.

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

- 21.2. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Framework Agreement Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- 21.3. Within ten (10) calendar days from receipt of the Notice to Execute Framework Agreement with the Procuring Entity, the successful Bidder or its duly authorized representative shall formally enter into a Framework Agreement with the procuring entity for an amount of One Peso to be paid to the procuring entity as a consideration for the option granted by the procuring entity to procure the items in the Framework Agreement List when the need arises.
- 21.4. The Procuring Entity shall enter into a Framework Agreement with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 21.5. The following documents shall form part of the Framework Agreement:
  - a. Framework Agreement Form;
  - b. Bidding Documents;
  - c. Call-offs;
  - d. Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements 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;
  - e. Performance Security or Performance Securing Declaration, as the case may be;
  - f. Notice to Execute Framework Agreement; and
  - g. Other contract documents that may be required by existing laws and/or specified 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.

## **Bid Data Sheet**

ITB Clause							
5.3	For this pu	For this purpose, contracts similar to the Project shall be:					
	a. [Pr	ocurement of ICT Equipment ].					
		npleted within [2 YEARS] prior to the eipt of bids.	deadline	for the s	ubmission and		
7.1		e portions of Goods to be subcontracted component of the Project as determin					
12	-	of the Goods shall be quoted DDP [s International Commercial Terms (INC	-				
14.1		curity shall be in the form of a Bid Sec forms and amounts:	curing De	claration	, or any of the		
	two	e amount of not less than <b>31,816.58</b> [ <i>I</i> percent (2%) of ABC], if bid securit ck, bank draft/guarantee or irrevocable	y is in cas	sh, cashie	er's/manager's		
	b. The amount of not less than <b>79,541.45</b> [Indicate the amount equivalent to <i>five percent</i> (5%) of ABC] if bid security is in Surety Bond.						
19.3	the group	e Project will be awarded by lot, list t title, items, and the quantity for ling ABC for each lot.]	· ·				
	ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT COST		
	LOT 1	GF					
		ICT MAINTENANCE SUPPLIES & MATERIALS					
	1	AC 1200 Wireless MU-MIMO Gigabit Indoor/Outdoor Access Point Omada Controlled	unit	5	3,400.00		

			1	]
2	Cat 5E UTP Cable High Performance Pure Copper Gray/Blue 305M	box	4	3,000.00
3	Cisco UP-7821 IP Phone	unit	3	10,000.00
4	RJ-45 pass through	pcs	200	5.00
6	Cloud Smart Switch-(8) 1G Ethernet RJ45 Ports, (2) 10G SFP+, POE IN	unit	4	9,750.00
7	Crimping Tools for RJ-45 pass through	unit	1	1,000.00
	RV SUDARIA			
8	Printer	unit	1	25,000.00
	All in One Inkjet Printer, Print, Scan Copy, Fax with ADF, USB 2.0, Ethernet, Wifi LCD Screen Control Panel			
	MD ARAMBALA			
9	Streamcam	unit	1	14,950.00
	Specs:			
	Logitech Streamcam, Max Video Resolution: 1080p/60 fps in MJPEG,Supported resolutions: 1920 x1080, 1280 x 720, 960x540, 848x480, 640x360, 320x240,; Supported frame rate: MJPEG: 60 fps, 30 fps, 24 fps, 20fps, 15fps,10 fps, 7.5 fps, 5 fps,YUY2, NV12: 30 fps, 24 fps, 20 fps, 15 fps, 10 fps, 7.5 fps, 5 fps,			

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		s (10cm to infinity)/facebased autofocus with logitech capture, Built-in Audio: Dual omnidirectional mic with noise reduction filter, stereo or dual mono channel , Live indicator lights, white Led.				
		MD ARAMBALA				
	10	Handheld Radio with Plain Type Earpiece	unit	4	13,500.00	
		Specs:				
		ICOM V86 VHF 7 watts, Original				
		Water Dust and Shock Resistant				
		Two Way Radio				
		With License				
		1 year warranty				
		(Must include all product accessories indicated in product packaging (Ex. Battery, Cables, Software,etc.)				
		HAIDEE HELENA H. GARCIA				
	11	Epson Printer- Eco Tank L1210 Tank Printer	unit	2	9,500.00	
		MAYFLOR D. PRANTILLA-ARAMBALA				
	12	AVR- 3000 Watts Servo Motor	unit	1	14,550.00	

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	ROY V. AGBAYANI				
13	Mouse, Wireless, USB	unit	3	177.10	
14	UPS, 650VA (branded)	unit	6	5,500.00	
	HAZEL MARIE R. BOLORON				
15	Laptop:	unit	1	40,000.00	
	Processor: Screen Dimension:15 inches,Intel Core i5-1135G7, Graphics: Intel Iris Xe Graphics, Memory: 8 GB LPDDR4x, 16 GB DDR4,Storage: 500 GB/512 GB NVMe Pcle SSD,Battery Capacity: 42 WH (rtaed Capacity),Connectivity: Wi-Fi IEEE 802.11a/b/g/n/ac/ax, 160MHz 2.4 GHz and 5GHz, 2x2 MIMo WPA/WPA2/WPA3,Bluetooth: Bluetooth 5.1, Ports: USB 3.2 mm headset and microphone 2-in-1 jackx1,camera:720P HD Recessed camera; Video Recording/Video chat, Audio: Speaker x2 (2WO;Microphone x2				
16	Desktop Computer, Specs: Ryzen 3 or core i3 processor, 8GB DDR RAM, 512GB SSD, 20 in.monitor,keyboard,AVR & Mouse.	set	1	28,500.00	
	HAZEL MARIE R. BOLORON				
17	Printer	рс	1	12,500.00	
	Ink Tank System Printer Print,scan copy Piezoelectric Printhead, 180 x 1				

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	nozzles, Black, 59 x 1nozzles per color (cyan,magenta, yellow), Maximum Resolution 57600 x1440 dpi, interface-USB 2.0, copy speed- ISO 29183, A4 Black/Color) up to 7.0 ipm/1.7 ipm				
	E. BAGUIO				
18	Printer, A4 Wi-Fi All-in-One Tank printer with ADF; Print, Scan, Copy, Fax with ADF Compact integrated tank design; High yield ink bottles; Spill- free. Error-free refilling; Wi-fi, Wi-Fi Direct; Seamless setup via Smart Panel; Borderless printing	Unit	1	14,500.00	
LOT 2	STF				
	P. Pardo				
1	All-In-OneComputerSpecifications:11th11thGenIntelCorei5-1135G7processor1616GBDDR4256GBM.2WirelessLANUSB Wired keyboard and wired mouse23.8displayWindows11Homew/MSOfficeStudentStudent	unit	2	60,000.00	
	A. Calimbo				
2	Laptop - Intel Core i5-12500H Processor - GB of DDR4 3200 mhz Memory - 512 GB NVMe SSD Storage - NVIDIA GeForce RTX3050 4GB GDDR6 Graphics	Unit	2	60,000.00	
3	LCD Projector - Projector System: 3LCD, 3-chip technology	Unit	1	52,000.00	

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	<ul> <li>Native Resolutions: 1280 x 800 (WXGA)</li> <li>Color Brightness: 4000 lumens I</li> <li>While Brightness: 4000 lumens I</li> </ul>				
	A. Castro				
4	All-in-OneDesktopAMDRyzen75700U16GBRAM256GBSSD1TBHARDDRIVEFullHDTouchscreenWindows11Home5USBPorts5MPPop-upCameraKeyboard & Mouse (27-ca0070, 2021)	unit	1	66,300.00	
	C. Daleon				
5	Printer (3 -in-1 scanner, photocopier and printer, colored size long, good quality)	unit	1	17,000.00	
	J. Patricio				
6	ProjectorWide: 30" to 300" (0.89 to 9.12 m)Wireless:(ELPAP11)HDMI: 1 (MHL not supported)USB Type A: 1 (Wireless LAN,Firmware Update, Copy OSD Settings)302 x 77 x 234 mm (W x H x D)RGB Liquid crystal shutter projectionsystem(3LCD)Native Resolution: XGA (1024 x 768)3,800 lumens of color and whitebrightnessNative XGA resolution and 4:3	set	1	33,000.00	

	performance Long Lamp life up to 12,000 hours in ECO Mode- With warranty With Wireless LAN Unit (ELPAP11) Bundled with bracket for ceiling attachment				
	N. Margate				
7	LaptopIntelCorei5-12500HProcessor,DDR4-3200RAM-8gbGraphics-4gbScreen-15-inchMonitorAnti-Glare512gbSSDOS-Windows11Microsoft OfficeHome and Anti-VirusKaspersky	set	2	55,000.00	
	N. Margate				
8	InkjetPrinterMultifunctionColorInkPrinterPrint Resolution (Pixel): 5760 x 144 dpiorhigherScan Paper Size- Long Bond paper orA4	set	2	15,000.00	
	D. Caballero				
9	Tablet12.9"or11"LiquidRetinaXDRDisplayProMotionTechnologyP3 wideColorAntireflectiveCoating	unit	1	64,000.00	

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		M2Chip12MPUltraWideFrontcameraTrueDepthcamerasystem12MPwidecamera10MPwidecamera4kvideo,ProResFaceIDUSB-C-ConnectorUSB-45GCellularSupportsPencil(2ndSupportsMagic Keyboard				
	10	Laptop(Black)ScreenDisplay:14"Resolution: $1920$ x1080pScreenTechnology:IPSProcessor:AMDRyzen7-5700UOSWindows10HomeProcessor:Speed4.7GHzStorage $512GB$ SSDRAM:8GBDDR43200MHzGraphics:AMDRadeonGraphicsWi-FiStandard802.11axFeaturesYesTouchScreenNoFingerprintReaderYesBacklitKeyboardYesColourGreyBatterylife8hCamera:Webcam	unit	1	57,000.00	
		J. Casas				
	11	DESKTOPPERSONALCOMPUTERSETwith i5-12400processor, at least 8GBDDR4SDRAM,1TBHDD,256gbSSD,6GBofGDDR6graphics,Windows 11 professional and Microsoftofficeprofessional.MONITOR23.6'CurvedFullHDresolution1920x1080with	set	1	70,000.00	

	ZeroFrame Design, Up to 165Hz refresh rate, 1 00 million:1 max contrast ratio, FreeSync Premium Technology with 3 Years Warranty. KEYBOARD (Report Rate: 1000Hz, Water- Resistant: Double Secured, Space-Bar: Screw Enhanced, Connector: USB, Cable Length : 1.8m), MOUSE (mouse, 1.80 m length, optical, 4200 dpi, Scroll Wheel type, Ergonomic, Battery / power consumption: NA/35 mA ±15%, DPI setting: 4 level, IPS: 48, USB Polling Rate:1ms/1000Hz.), MOUSE PAD (350*280*3 mm (L*W*H)). UNINTERUPTIBLE POWER SUPPLY - 1500VA/900W,2-year WA for battery, Energy Saving Technology, Automatic Voltage regulation (AVR), Generator compatible, Led Status Indicator, ultra-low power consumption to reduce energy costs, and allows a lower operation temperature which extends battery lifespan.				
12	All in One PC Specification: 11 <sup>th</sup> Gen Intel Core i5-1135G7 processor, 16GB DDr4, Memory, 256gb SSD, 1 TB HDD,M.2 wireless Lan, USB wired keyboard and wire mouse 23.8 display windows 11, Home with MS Office Home Student	unit	2	65,000.00	
ot 3	TF				
015	PR NO. 895 MJCM MAGALONA (BioConUp) Indirect Cost				
1	Laptop	pcs	1	49,999.00	
	-Intel Core i5- 1235U 1.3GHz (10M Cache, up to 4.4 GHz, 10 cores)				
	Processor				
	-8Gb DDR4 Memory				

		[	1	
	-512GB M.2 NVMe PCle 3.0 SSD			
	-16" WUXGA (1920 x 1200) IPS Display			
	-Intel UHD Graphics			
	-802.11 AX WiFi + BT			
	- Webcam			
	- Windows 11			
	-With free: Backpack and Microsoft Office Home Pre-installed			
2	Netbook	pcs		
	- Intel Core i5-1235U 1.3GHz (10M Cache, up to 4.4 GHz, 10 cores)		1	49,999.00
	Processor			
	-8Gb DDR4 Memory			
	-512GB M.2 NVMe PCle 3.0 SSD			
	-14" WUXGA (1920 X 1200) IPS Display			
	-Intel UHD Graphics			
	-802.11 AX WiFi + BT			
	-Webcam			
	-Windows 11			
	-With free: Backpack and Microsoft Office Home Pre-installed			
	PR NO. 890 VJ SUMINGUIT (IPTBM)			
3	Desktop PC Set with accessories	unit	2	75,000.00
	Specifications:			
	Processor: Intel Core i7-13700			

	Graphics: Nvidia GeForce RTX 4070			
	RAM: 16GB			
	HD: 500GB M2 NvMe			
	Motherboard: ASUS B760M-P D4			
	Monitor: 24-inches			
	Keyboard			
	wired digital mouse			
	UPS			
	PR NO. 890 VJ SUMINGUIT (IPTBM)			
4	LCD Projector	unit	1	145,000.00
	Specifications:			
	Display Technology: 3LCD Technology			
	Image Brightness: 3,600 lumens			
	Resolution: Widescreen Ultra Extended Graphics			
	Array (WUXGA) with 1920 x 12000 pixels			
	Connectivity Technology: Miracast (wireless screen mirroring), HDMI (High Definition Multimedia Interface), MHL (Mobile High Definition Link)			
	Accessories: Universal Adjustable Ceiling Projector Mount			
				1

20.2	[List here any licenses and permits relevant to the Project and the corresponding law requiring it.]
21.2	[List here any additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity.]

# 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**.

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

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

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

### **3.** Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.*{[Include if Framework Agreement will be used:] In the case of Framework Agreement, the Bidder may opt to furnish the performance security or a Performance Securing Declaration as defined under the Guidelines on the Use of Framework Agreement.<i>]* 

### 4. Inspection and Tests

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

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

## 5. Warranty

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

# 6. Liability of the Supplier

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

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

# Section V. Special Conditions of Contract

# 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."
	[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."
	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 <i>[indicate name(s)]</i> .
	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: <i>Select appropriate requirements and delete the rest.</i>

# **Special Conditions of Contract**

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.
f. [Specify additional incidental service requirements, as needed.]
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.
a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
b. in the event of termination of production of the spare parts:
i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and

<ul> <li>following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.</li> </ul>
The spare parts and other components required are listed in <b>Section VI</b> ( <b>Schedule of Requirements</b> ) and the cost thereof are included in the contract price.
The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of [ <i>indicate here the time period specified. 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 [ <i>insert appropriate time period</i> ] 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 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.
2.2	[If partial payment is allowed, state] "The terms of payment shall be as follows:
4	The inspections and tests that will be conducted are: [Indicate the applicable inspections and tests]

# 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	Unit Cost	Delivered, Weeks/Months
LOT 1	GF			
	ICT MAINTENANCE SUPPLIES & MATERIALS			
1	AC 1200 Wireless MU-MIMO Gigabit Indoor/Outdoor Access Point Omada Controlled	5		
2	Cat 5E UTP Cable High Performance Pure Copper Gray/Blue 305M	4		
3	Cisco UP-7821 IP Phone	3		
4	RJ-45 pass through	200		
6	Cloud Smart Switch-(8) 1G Ethernet RJ45 Ports, (2) 10G SFP+, POE IN	4		
7	Crimping Tools for RJ-45 pass through	1		
	RV SUDARIA			
8	Printer	1		
	All in One Inkjet Printer, Print, Scan Copy, Fax with ADF, USB 2.0, Ethernet, Wifi LCD Screen Control Panel			
	MD ARAMBALA			

9	Streamcam	1	
	Specs:		
	Logitech Streamcam, Max Video Resolution: 1080p/60 fps in MJPEG,Supported resolutions: 1920 x1080, 1280 x 720, 960x540, 848x480, 640x360, 320x240,; Supported frame rate: MJPEG: 60 fps, 30 fps, 24 fps, 20fps, 15fps,10 fps, 7.5 fps, 5 fps,YUY2, NV12: 30 fps, 24 fps, 20 fps, 15 fps, 10 fps, 7.5 fps, 5 fps, Lens: Premium Full HD Glass Lens f/2.0-focal length 3.7mm, Field of view: 78 degrees (diagonal) Additional: 1pc Adapter (female type c to male USB 3.0), 10-mtrs USB cable 3.0 (male to female), 20-mtrs USB cable 3.0 (male to female), Focus: Autofucos (10cm to infinity)/facebased autofocus with logitech capture, Built-in Audio: Dual omnidirectional mic with noise reduction filter, stereo or dual mono channel , Live indicator lights, white Led.		
	MD ARAMBALA		
10	Handheld Radio with Plain Type Earpiece	4	
	Specs:		
	ICOM V86 VHF 7 watts, Original		
	Water Dust and Shock Resistant		
	Two Way Radio		
	With License		
	1 year warranty		
	(Must include all product accessories indicated in product packaging (Ex. Battery, Cables, Software,etc.)		

	HAIDEE HELENA H. GARCIA		
11	Epson Printer- Eco Tank L1210 Tank Printer	2	
	MAYFLOR D. PRANTILLA-ARAMBALA		
12	AVR- 3000 Watts Servo Motor	1	
	ROY V. AGBAYANI		
13	Mouse, Wireless, USB	3	
14	UPS, 650VA (branded)	6	
	HAZEL MARIE R. BOLORON		
15	Laptop:	1	
	Processor: Screen Dimension:15 inches,Intel Core i5-1135G7, Graphics: Intel Iris Xe Graphics, Memory: 8 GB LPDDR4x, 16 GB DDR4,Storage: 500 GB/512 GB NVMe Pcle SSD,Battery Capacity: 42 WH (rtaed Capacity),Connectivity: Wi-Fi IEEE 802.11a/b/g/n/ac/ax, 160MHz 2.4 GHz and 5GHz, 2x2 MIMo WPA/WPA2/WPA3,Bluetooth: Bluetooth 5.1, Ports: USB 3.2 mm headset and microphone 2-in-1 jackx1,camera:720P HD Recessed camera; Video Recording/Video chat, Audio: Speaker x2 (2WO;Microphone x2		
16	Desktop Computer, Specs: Ryzen 3 or core i3 processor, 8GB DDR RAM, 512GB SSD, 20 in.monitor,keyboard,AVR & Mouse.	1	
	HAZEL MARIE R. BOLORON		

17	Printer	1	
	InkTankSystemPrinterPrint,scancopyPiezoelectric Printhead, 180 x 1 nozzles,Black,59 x 1nozzles per color(cyan,magenta, yellow),MaximumResolution 57600 x1440 dpi, interface-USB 2.0, copy speed-ISO 29183, A4Black/Color) up to 7.0 ipm/1.7 ipm		
	E. BAGUIO		
18	Printer, A4 Wi-Fi All-in-One Tank printer with ADF; Print, Scan, Copy, Fax with ADF Compact integrated tank design; High yield ink bottles; Spill-free. Error- free refilling; Wi-fi, Wi-Fi Direct; Seamless setup via Smart Panel; Borderless printing	1	
LOT 2	STF		
	P. Pardo		
1	P. PardoAll-In-OneComputerSpecifications:111thGenIntelCorei5-1135G7processor016GBDDR4256GBM.2WirelessLANUSBWired keyboard and wired mouse23.8displayWindows11Home w/ MSOffice Home and Student	2	
1	All-In-OneComputerSpecifications:11th11thGenIntelCorei5-1135G7processor1616GBDDR4256GBM.2WirelessLANUSBWired keyboard and wired mouse23.8displayWindows11	2	
1	All-In-OneComputerSpecifications:11th11thGenIntelCorei5-1135G7processor1616GBDDR4256GBM.2WirelessLANUSBWired keyboard and wired mouse23.8displayWindows11	2	

3	LCD Projector - Projector System: 3LCD, 3-chip technology - Native Resolutions: 1280 x 800 (WXGA) - Color Brightness: 4000 lumens I - While Brightness: 4000 lumens I	1	
	A. Castro		
4	All-in-OneDesktopAMDRyzen75700U16GBRAM256GBSSD & 1TBHARDDRIVEFullHDTouchscreenWindows11Home5USBPorts5MPPop-upCameraKeyboard & Mouse (27-ca0070, 2021)	1	
	C. Daleon		
5	Printer (3 -in-1 scanner, photocopier and printer, colored size long, good quality)	1	
	J. Patricio		
6	ProjectorWide: 30" to 300" (0.89 to 9.12 m)Wireless:(ELPAP11)HDMI: 1 (MHL not supported)USB Type A: 1 (Wireless LAN, FirmwareUpdate, Copy OSD Settings)302 x 77 x 234 mm (W x H x D)RGB Liquid crystal shutter projectionsystem(3LCD)Native Resolution: XGA (1024 x 768)3,800 lumens of color and whitebrightness	1	

	Native XGA resolution and 4:3 performance Long Lamp life up to 12,000 hours in ECO Mode- With warranty With Wireless LAN Unit (ELPAP11) Bundled with bracket for ceiling attachment		
	N. Margate		
7	Laptop Intel Core i5 -12500H Processor, DDR4-3200 RAM-8gb Graphics-4gb Screen-15-inch Monitor Anti-Glare 512 gb SSD OS-Windows 11 Microsoft Office Home and Anti-Virus Kaspersky	2	
	N. Margate		
8	InkjetPrinterMultifunctionColorInkPrinterPrintResolution (Pixel):5760 x 144 dpiorhigherScanPaper Size- Long Bond paper or A4	2	
	D. Caballero		
9	Tablet12.9"or11"LiquidRetinaXDRDisplayProMotionTechnologyP3wideColorAntireflectiveCoatingM2Chip	1	

	12MPUltraWideFrontcameraTrueDepthcamerasystem12MPwidecamera10MPwidecamera4kvideo,ProResFaceIDUSB-C-ConnectorSupportforSupportforThunderbolt/USB5GCellularSupportsPencil(2ndSupportsMagic Keyboard		
10	Laptop(Black)ScreenDisplay:14"Resolution:1920x1080pScreenTechnology:IPSProcessor:AMDRyzen7-5700UOSWindows10HomeProcessorSpeed4.7GHzStorage512GBSSDRAM:8GBDDR43200MHzGraphics:AMDRadeonGraphicsWi-FiStandard802.11axFeaturesTouchScreenNoFingerprintReaderYesBacklitKeyboardYesColourGreyBatterylife8hCamera:WebcamConnector PortsImage: Standard	1	
	J. Casas		
11	DESKTOPPERSONALCOMPUTERSETwith i5-12400 processor, at least 8GB DDR4SDRAM,1TBHDD,256gbSSD,6GBofGDDR6graphics,Windows11 professional and Microsoftofficeprofessional.MONITOR23.6'CurvedFullHDresolution1920x1080withZeroFrameDesign,	1	

	Up to 165Hz refresh rate, 1 00 million:1 max contrast ratio, FreeSync Premium Technology with 3 Years Warranty. KEYBOARD (Report Rate: 1000Hz, Water- Resistant: Double Secured, Space-Bar: Screw Enhanced, Connector: USB, Cable Length : 1.8m), MOUSE (mouse, 1.80 m length, optical, 4200 dpi, Scroll Wheel type, Ergonomic, Battery / power consumption: NA/35 mA ±15%, DPI setting: 4 level, IPS: 48, USB Polling Rate:1ms/1000Hz.), MOUSE PAD (350*280*3 mm (L*W*H)). UNINTERUPTIBLE POWER SUPPLY - 1500VA/900W,2-year WA for battery, Energy Saving Technology, Automatic Voltage regulation (AVR), Generator compatible, Led Status Indicator, ultra-low power consumption to reduce energy costs, and allows a lower operation temperature which extends battery lifespan.		
12	All in One PC Specification: 11 <sup>th</sup> Gen Intel Core i5-1135G7 processor, 16GB DDr4, Memory, 256gb SSD, 1 TB HDD,M.2 wireless Lan, USB wired keyboard and wire mouse 23.8 display windows 11, Home with MS Office Home Student	2	
lot 3	TF		
	PR NO. 895 MJCM MAGALONA (BioConUp) Indirect Cost		
1	Laptop	1	
	-Intel Core i5- 1235U 1.3GHz (10M Cache, up to 4.4 GHz, 10 cores)		
	Processor		
	-8Gb DDR4 Memory		
	-512GB M.2 NVMe PCle 3.0 SSD		

	-16" WUXGA (1920 x 1200) IPS Display		
	-Intel UHD Graphics		
	-802.11 AX WiFi + BT		
	- Webcam		
	- Windows 11		
	-With free: Backpack and Microsoft Office Home Pre-installed		
2	Netbook		
	- Intel Core i5-1235U 1.3GHz (10M Cache, up to 4.4 GHz, 10 cores)	1	
	Processor		
	-8Gb DDR4 Memory		
	-512GB M.2 NVMe PCle 3.0 SSD		
	-14" WUXGA (1920 X 1200) IPS Display		
	-Intel UHD Graphics		
	-802.11 AX WiFi + BT		
	-Webcam		
	-Windows 11		
	-With free: Backpack and Microsoft Office Home Pre-installed		
	PR NO. 890 VJ SUMINGUIT (IPTBM)		
3	Desktop PC Set with accessories	2	
	Specifications:		
	Processor: Intel Core i7-13700		
	Graphics: Nvidia GeForce RTX 4070		
	RAM: 16GB		

	1		
	HD: 500GB M2 NvMe		
	Motherboard: ASUS B760M-P D4		
	Monitor: 24-inches		
	Keyboard		
	wired digital mouse		
	UPS		
	PR NO. 890 VJ SUMINGUIT (IPTBM)		
4	LCD Projector	1	
	Specifications:		
	Display Technology: 3LCD Technology		
	Image Brightness: 3,600 lumens		
	Resolution: Widescreen Ultra Extended Graphics		
	Array (WUXGA) with 1920 x 12000 pixels		
	Connectivity Technology: Miracast (wireless screen mirroring), HDMI (High Definition Multimedia Interface), MHL (Mobile High Definition Link)		
	Accessories: Universal Adjustable Ceiling Projector Mount		

15 meters High-Speed HDMI Cable		

# Section VII. Technical Specifications

#### 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 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.

# **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.]
LOT 1	GF	
	ICT MAINTENANCE SUPPLIES & MATERIALS	
1	AC 1200 Wireless MU-MIMO Gigabit Indoor/Outdoor Access Point Omada Controlled	
2	Cat 5E UTP Cable High Performance Pure Copper Gray/Blue 305M	
3	Cisco UP-7821 IP Phone	
4	RJ-45 pass through	
6	Cloud Smart Switch-(8) 1G Ethernet RJ45 Ports, (2) 10G SFP+, POE IN	
7	Crimping Tools for RJ-45 pass through	
	RV SUDARIA	

8	Printer	
	All in One Inkjet Printer, Print, Scan Copy, Fax with ADF, USB 2.0, Ethernet, Wifi LCD Screen Control Panel	
	MD ARAMBALA	
9	Streamcam	
	Specs:	
	Logitech Streamcam, Max Video Resolution: 1080p/60 fps in MJPEG,Supported resolutions: 1920 x1080, 1280 x 720, 960x540, 848x480, 640x360, 320x240,; Supported frame rate: MJPEG: 60 fps, 30 fps, 24 fps, 20fps, 15fps,10 fps, 7.5 fps, 5 fps,YUY2, NV12: 30 fps, 24 fps, 20 fps, 15 fps, 10 fps, 7.5 fps, 5 fps, Lens: Premium Full HD Glass Lens f/2.0-focal length 3.7mm, Field of view: 78 degrees (diagonal) Additional: 1pc Adapter (female type c to male USB 3.0), 10-mtrs USB cable 3.0 (male to female), 20-mtrs USB cable 3.0 (male to female), Focus: Autofucos (10cm to infinity)/facebased autofocus with logitech capture, Built-in Audio: Dual omnidirectional mic with noise reduction filter, stereo or dual mono channel , Live indicator lights, white Led.	
	MD ARAMBALA	
10	Handheld Radio with Plain Type Earpiece	
	Specs:	
	ICOM V86 VHF 7 watts, Original	

	Water Dust and Shock Resistant	
	Two Way Radio	
	With License	
	1 year warranty	
	(Must include all product accessories indicated in product packaging (Ex. Battery, Cables, Software,etc.)	
	HAIDEE HELENA H. GARCIA	
11	Epson Printer- Eco Tank L1210 Tank Printer	
	MAYFLOR D. PRANTILLA-ARAMBALA	
12	AVR- 3000 Watts Servo Motor	
	ROY V. AGBAYANI	
13	Mouse, Wireless, USB	
14	UPS, 650VA (branded)	
	HAZEL MARIE R. BOLORON	
15	Laptop:	
	Processor: Screen Dimension:15 inches,Intel Core i5-1135G7, Graphics: Intel Iris Xe Graphics, Memory: 8 GB LPDDR4x, 16 GB DDR4,Storage: 500 GB/512 GB NVMe Pcle SSD,Battery Capacity: 42 WH (rtaed Capacity),Connectivity: Wi-Fi IEEE 802.11a/b/g/n/ac/ax, 160MHz 2.4 GHz and 5GHz, 2x2	

16	MIMo WPA/WPA2/WPA3,Bluetooth: Bluetooth 5.1, Ports: USB 3.2 mm headset and microphone 2-in-1 jackx1,camera:720P HD Recessed camera; Video Recording/Video chat, Audio: Speaker x2 (2WO;Microphone x2 Desktop Computer, Specs: Ryzen 3 or core i3 processor, 8GB DDR RAM, 512GB SSD, 20 in.monitor,keyboard,AVR & Mouse.	
	HAZEL MARIE R. BOLORON	
17	Printer	
	Ink Tank System Printer Print,scan copy Piezoelectric Printhead, 180 x 1 nozzles, Black, 59 x 1nozzles per color (cyan,magenta, yellow), Maximum Resolution 57600 x1440 dpi, interface-USB 2.0, copy speed- ISO 29183, A4 Black/Color) up to 7.0 ipm/1.7 ipm	
LOT 2	STF	
	P. Pardo	
1	All-In-OneComputerSpecifications:11th Gen Intel Core i5-1135G711th Gen Intel Core i5-1135G7processor16GBDDR4Memory256GBM.2WirelessLANUSBWired keyboard and wiredmouse23.823.8displayWindows11Home w/MSOfficeHome andStudent	

	A. Calimbo	
2	Laptop - Intel Core i5-12500H Processor - GB of DDR4 3200 mhz Memory - 512 GB NVMe SSD Storage - NVIDIA GeForce RTX3050 4GB GDDR6 Graphics	
3	LCD Projector - Projector System: 3LCD, 3-chip technology - Native Resolutions: 1280 x 800 (WXGA) - Color Brightness: 4000 lumens I - While Brightness: 4000 lumens I	
	A. Castro	
4	All-in-OneDesktopAMDRyzen75700U16GBRAM256 GBSSD & 1TBHARDDRIVEFullHDTouchscreenWindows11Home5USBPorts5MPPop-upCameraKeyboard& Mouse(27-a0070,2021)	
	C. Daleon	
5	Printer (3 -in-1 scanner, photocopier and printer, colored size long, good quality)	
	J. Patricio	
6	Projector Wide: 30" to 300" (0.89 to 9.12 m)	

	D. Caballero
	D. Caballero
	Tablet
	12.9" or 11"
	Liquid Retina XDR Display ProMotion Technology
	P3 wide Color Antireflective Coating
	M2 Chip
	12MP Ultra Wide Front camera
	True Depth camera system
9	12MP wide camera
	10 MP wide camera
	4k video, ProRes
	Face ID
	USB-C-Connector
	Support for Thunderbolt/ USB 4 5G Cellular
	Supports Pencil (2nd Gen)
	Supports Magic Keyboard
	Laptop (Black)
	ScreenDisplay:14"Resolution:1920x1080p
	Screen Technology: IPS
	Processor: AMD Ryzen 7-5700U
	OS Windows 10 Home
	Processor Speed 4.7 GHz
	Storage 512GB SSD
	RAM: 8GB DDR4 3200MHz
10	Graphics: AMD Radeon Graphics
	Wi-Fi Standard 802.11ax
	Features
	TouchScreenNoFingerprintReaderYes
	Backlit Keyboard Yes
	Colour
	Colour Grey
	Battery life 8h
	Camera: Webcam
	Connector Ports

	J. Casas
11	DESKTOP PERSONAL COMPUTER SETwith i5-12400 processor, at least 8GBDDR4SDRAM,1TBHDD,256gbSSD,6GBofGDDR6graphics,Windows 11 professional and Microsoftofficeprofessional.MONITOR23.6'CurvedDisplay,Full HD resolution1920x1080 withZeroFrameDesign,Upto165Hzrefreshrate,100million:1maxcontrastratio,FreeSyncPremiumTechnologywith3YearsWarranty.KEYBOARD(Report Rate: 1000Hz,Water-Resistant:DoubleSpace-Bar:ScrollWheeltype,Ergonomic,BatteryAbleLength1.80MOUSE(mouse, 1.80 m length, optical,4200dpi,ScrollWheeltype,Ergonomic,Batterypowerconsumption:NA/35MOUSE PAD (350*280*3 mm (L*W*H)).UNINTERUPTIBLEPOWERSurple,LedStatusIndicator, ultra-low powerconsumption to reduce energy costs,and allows a loweroperationtemperaturewhich extends batterylifespan.
12	temperature which extends battery
lot 3	TF

	PR NO. 895 MJCM MAGALONA (BioConUp) Indirect Cost
1	Laptop
	-Intel Core i5- 1235U 1.3GHz (10M Cache, up to 4.4 GHz, 10 cores)
	Processor
	-8Gb DDR4 Memory
	-512GB M.2 NVMe PCle 3.0 SSD
	-16" WUXGA (1920 x 1200) IPS Display
	-Intel UHD Graphics
	-802.11 AX WiFi + BT
	- Webcam
	- Windows 11
	-With free: Backpack and Microsoft Office Home Pre- installed
2	Netbook
	- Intel Core i5-1235U 1.3GHz (10M Cache, up to 4.4 GHz, 10 cores)
	Processor
	-8Gb DDR4 Memory
	-512GB M.2 NVMe PCle 3.0 SSD
	-14" WUXGA (1920 X 1200) IPS Display
	-Intel UHD Graphics
	-802.11 AX WiFi + BT
	-Webcam
	-Windows 11

	-With free: Backpack and Microsoft Office Home Pre- installed	
	PR NO. 890 VJ SUMINGUIT (IPTBM)	
3	Desktop PC Set with accessories	
	Specifications:	
	Processor: Intel Core i7-13700	
	Graphics: Nvidia GeForce RTX 4070	
	RAM: 16GB	
	HD: 500GB M2 NvMe	
	Motherboard: ASUS B760M-P D4	
	Monitor: 24-inches	
	Keyboard	
	wired digital mouse	
	UPS	
	PR NO. 890 VJ SUMINGUIT (IPTBM)	
4	LCD Projector	
	Specifications:	
	Display Technology: 3LCD Technology	
	Image Brightness: 3,600 lumens	
	Resolution: Widescreen Ultra Extended Graphics	
	Array (WUXGA) with 1920 x 12000 pixels	
	Connectivity Technology: Miracast (wireless screen	

mirroring), HDMI (High Definition Multimedia Interface), MHL (Mobile High Definition Link)	
Accessories: Universal Adjustable Ceiling Projector Mount	
15 meters High-Speed HDMI Cable	

# Checklist of Bidding Documents for Procurement of Goods and Services

Documents should be arranged as per this checklist. Kindly provide folders or guides, dividers and ear tags with appropriate labels.

The Technical Component (First Envelope) shall contain the following:

1. Eligibility Requirements.

	Class "A" Documents							
Lege	Legal Documents							
	(a)	Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;						
Tec	hnica	al 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; within the relevant period in the bidding documents. The Statement shall include all information required in the PBDs prescribed by the GPPB. ( <i>Sample form-Form No. 3</i> ). The duly signed form shall still be submitted even if the bidder has no on-going contract.						
	(c)	Statement of the prospective bidder identifying its <b>Single Largest</b> <b>Completed Contract (SLCC)</b> similar to the contract to be bid, equivalent to at least fifty percent (50%) of the ABC supported with contract/purchase order, end-user's acceptance of officials receipt(s) issued for the contract, within the relevant periods provided in the Bidding Documents. The statement shall include all information required in the PBDs prescribed by the GPPB. ( <b>sample form-Form No. 4</b> )						
	(d)	The prospective bidder's audited financial statements, showing, among others, the prospective bidder's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized						

_ (j	<ul> <li>If applicable, a duly signed joint venture agreement (JVA) in case the join venture is already in existence;</li> <li><u>or</u></li> <li>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 instant that the bid is successful.</li> </ul>
	Class "B" Documents
(i	<ul> <li>The prospective bidder's computation of Net Financial Contracting Capacita (NFCC); (sample form-Form No.5)</li> <li><u>or</u> <ul> <li>A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.</li> </ul> </li> </ul>
<u>Finan</u>	cial Documents
(h	<ul> <li>Original duly signed Omnibus Sworn Statement (OSS);</li> <li>and if applicable, Original Notarized Secretary's Certificate in case of a corporation partnership, or cooperative; or Original Special Power of Attorney of all member of the joint venture giving full power and authority to its officer to sign the OSS are do acts to represent the Bidder. (sample Form- Form No. 7)</li> </ul>
(g	production/delivery schedule, manpower requirements, and/or afte sales/parts, if applicable; <b>and</b>
	) Conformity with the Technical Specifications, which may include
(f)	Scheduled VI- Schedule of Requirements with signature of Bidder's authorized representative.
	or Original copy of Notarized Bid Securing Declaration;
(e	certification issued by the Insurance Commission;
	institutions, for the preceding calendar year which should not be earlier that two (2) years from the date of bid submission.

FI	NAN	CIAL COMPONENT (SECOND ENVELOPE)
	(a)	Original of duly signed and accomplished Financial Bid Form; ( <b>sample form-</b> <b>Form No. 1</b> )
	(b)	Original of duly signed and accomplished Price Schedule(s). (sample form- Form No. 2)

# FORMS

Republic of the Philippines

# **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</u> <u>relation, membership, association, affiliation, or controlling interest with another</u> <u>blacklisted person or entity as defined and provided for in the Uniform Guidelines</u> <u>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]

## **Bid Securing Declaration Form**

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

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

### **BID SECURING DECLARATION**

### **Project Identification No.:** [Insert number]

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

I/We, the undersigned, declare that:

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

## [Jurat]

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

## **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 agent Currency Commission or gratuity

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(If none, state "None")]

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

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

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

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

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

Name:	
Legal capacity:	
Signature:	
Duly authorized to sign the Bid for and behalf of:	
Date:	

# Price Schedule for Goods Offered from Within the Philippines

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

For Goods Offered from Within the Philippines									
Name of Bidder				Projec	t ID No	F	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: \_\_\_\_\_

## Statement of Single Largest Completed Contract (SLCC) Similar

Name of Contract/ Project Cost	Date of Contract	Contract Duration	Supplier's Name and Address	Kinds of Goods	Date of Delivery	Contract Amount

Note: This statement shall be supported with NOA, Contract, NTP O.R or Sales Invoice &. other docs, if necessary

Submitted by: \_\_\_\_\_

(Printed Name & Signature)

Designation:

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

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

## Statement of all Ongoing Government & Private Contracts Including Contracts Awarded But Not Yet Started,

						Amount	
Name of Contract/ Project Cost	Date of Contract	Contract Duration	Owner's Name and Address	Kinds of Goods	Date of Delivery	Contract Amount	Value of Outstandin g Contract
Government							
Private							
						TOTAL	

Note: This statement shall be supported with NOA, Contract, NTP and other docs, if necessary

Submitted by: \_\_\_\_\_

(Printed Name & Signature)

Designation:

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

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