

# **PHILIPPINE BIDDING DOCUMENTS**

(As Harmonized with Development Partners)

## **Supply and Delivery of Various ICT Equipment for Pantawid Pamilyang Pilipino Program ITB NO. 2024-03-06**

Department of Social Welfare and  
Development – Field Office X  
Government of the Republic of the Philippines

**Sixth Edition  
March 24, 2024**

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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 Nation

***Section I. Invitation to Bid***

DSWD FOIA

## INVITATION TO BID FOR the Supply and Delivery of Various ICT Equipment for Pantawid Pamilyang Pilipino Program

1. The Department of Social Welfare and Development Field Office X through the General Appropriations Act FY 2024 intends to apply the sum of **Ten Million Nine Hundred Sixty-Two Thousand Seven Hundred Fifty Three Pesos and 84/100 (Php 10,962,753.84)** only being the Approved Budget for the Contract (ABC) to payments under the contract for the Supply and Delivery of Various ICT Equipment for Pantawid Pamilyang Pilipino Program under ITB No. 2024-03-06 being the ABC to payments under the contract for each lots:

LOT NO.	PARTICULARS	ABC
1	Supply and Delivery of Laptops	₱5,102,309.97
2	Supply and Delivery of Heavy-Duty Document Scanner with ADF	₱3,220,443.87
3	Supply and Delivery of 3 in 1 Continuous-Ink-System (CIS) Printer with 3 sets of Ink with ADF and WIFI	₱2,640,000.00
<b>TOTAL</b>		<b>₱10,962,753.84</b>

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

2. The DSWD FO X now invites bids for the above Procurement Project. Delivery of the Goods shall be in accordance with Section VI (Schedule of Requirements). Prospective Bidders must have completed a similar contract within the preceding two (2) years, a single contract equivalent to at least twenty five percent (25%) of the Approved Budget Cost per Lot to be bid. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instructions to Bidders.
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “pass/fail” criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the “Government Procurement Reform Act”.
  - (i) 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 5183.
4. Interested bidders may obtain further information from *DSWD FO X BAC Secretariat* and inspect the Bidding Documents at the address given below during weekdays (except holidays) from **8:00 AM - 5:00 PM starting March 25, 2024.**

5. A complete set of Bidding Documents may be acquired by interested bidders on the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of:

Lot No.	Particulars	ABC	Cost of Bidding Documents
1	Supply and Delivery of Laptops	₱5,102,309.97	₱10,000.00
2	Supply and Delivery of Heavy-Duty Document Scanner with ADF	₱3,220,443.87	₱5,000.00
3	Supply and Delivery of 3 in 1 Continuous-Ink-System (CIS) Printer with 3 sets of Ink with ADF and WIFI	₱2,640,000.00	₱5,000.00

The procuring entity shall allow the bidder to present its proof of payment for the fees in person or through e-mail during the conduct of bid opening.

6. The *DSWD FO X* will hold a Virtual Pre-Bid Conference through videoconferencing via google meet (<https://meet.google.com/anz-xhvm-tho>) on **April 1, 2024 @ 03:00 PM onwards**, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the address below on or before **April 15, 2024 @ 12:00 PM**. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Virtual Bid opening through videoconferencing via Google meet shall be on **April 15, 2024 @ 1:00 PM, onwards**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity. The links will be provided upon submission of bid documents.
10. Each Bidder shall submit one (1) original and two (2) more duplicate copies of its Bid, which shall be properly sealed and marked, to wit:
- **ORIGINAL BID (BLUE ENVELOPE)**  
Enclose the Original eligibility and technical documents in one sealed envelope marked "ORIGINAL – TECHNICAL COMPONENT" and the Original financial component in another sealed envelope marked "ORIGINAL – FINANCIAL COMPONENT". Seal both envelopes in an outer envelope marked "ORIGINAL BID"
  - **COPY 1 (RED ENVELOPE)**  
Enclose the certified true copies of eligibility and technical documents in one sealed envelope marked "COPY 1 – TECHNICAL COMPONENT" and the certified true copies of financial component in another sealed envelope marked "COPY 1 – FINANCIAL COMPONENT". Seal both envelopes in an outer envelope marked "COPY 1".
  - **COPY 2 (YELLOW ENVELOPE)**  
Enclose the certified true copies of eligibility and technical documents in one sealed envelope marked "COPY 2 – TECHNICAL COMPONENT" and the certified true copies of financial component in another sealed envelope marked "COPY 2 – FINANCIAL COMPONENT". Seal both envelopes in an outer envelope marked "COPY 2".

The Original Bid, Copy 1, and Copy 2 Envelopes, shall then be CONTAINED in ONE ENVELOPE (OVERALL BID COMPONENT ENVELOPE) duly marked and sealed.



**ALL** envelopes shall:

- Contain the ITB No. and the name of the contract to be bid in CAPITAL LETTERS;
- Bear the name and address of the bidder in CAPITAL LETTERS;
- Be addressed to:

THE CHAIRPERSON  
BIDS AND AWARDS COMMITTEE  
DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FO X  
MASTERSON AVE., UPPER CARMEN, CAGAYAN DE ORO CITY

- Bear a warning “DO NOT OPEN BEFORE: .....” stating the date & time for opening of bids in accordance with the ITB

Prospective Bidder is requested to indicate a label or tab marking on each technical and financial documents required to be submitted.

11. To resolve cases where there is an occurrence of a tie among bidders, i.e., two or more of the bidders have been post-qualified as the Lowest Calculated Responsive Bid (LCRB), the DSWD FO X shall resort to a non-discretionary and non-discriminatory measure such that the same is based on sheer luck or chance as per GPPB Circular No. 06-2005 "Tie-Breaking Method".
12. After the opening and evaluation of bids, the BAC, its staff and personnel, the Secretariat and Technical Working Group (TWG), as well as observers, are prohibited from communicating in any way with any bidder regarding the evaluation of their bids until the issuance of a Notice of Award (NOA). However, the BAC, through its Secretariat, may ask in writing the bidder for clarification of its request. Requests for clarification shall be addressed in writing at all times.
13. The *DSWD FO X* 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 Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.
14. For further information, please refer to:

**ATTY. JUSTINE PHILLIP O. TADEO**  
Head, BAC Secretariat  
DSWD Field Office X  
Masterson Avenue, Upper Carmen, Cagayan de Oro City  
Mobile No. 09754860960  
[bac.fo10@dswd.gov.ph](mailto:bac.fo10@dswd.gov.ph)

15. You may visit the following websites for downloading of Invitation to Bid:  
[www.philgeps.gov.ph](http://www.philgeps.gov.ph) or <https://fo10.dswd.gov.ph/>

March 24, 2024

**RONALD RYAN R. CUI**  
*Chairperson, Bids and Awards Committee*

***Section II. Instructions to Bidders***

DSWD FOX

## 1. Scope of Bid

The Procuring Entity, Department of Social Welfare and Development Field Office X wishes to receive Bids for the Supply and Delivery of Various ICT Equipment for Pantawid Pamilyang Pilipino Program with identification number 2024-03-06.

The Procurement Project (referred to herein as “Project”) is composed of 3 Lots, the details of which are described in Section VII (Technical Specifications).

## 2. Funding Information

2.1. The GOP through the source of funding as indicated below for **Current Appropriations GAA 2024** intends to apply the sum of **Ten Million Nine Hundred Sixty-Two Thousand Seven Hundred Fifty Three Pesos and 84/100 (Php 10,962,753.84)**

2.2. The source of funding is the General Appropriations Act or Special Appropriations.

## 3. Bidding Requirements

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

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

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

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

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

## 5. Eligible Bidders

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

5.2. 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.
- b. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.

5.3. 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. Subcontracting is not allowed.

## 8. Pre-Bid Conference

The Procuring Entity will hold a virtual pre-bid conference for this Project on **April 1, 2024 @ 03:00 PM onwards** through videoconferencing via google meet ([https://meet.google.com/ az-xhvm-tho](https://meet.google.com/az-xhvm-tho))

## 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 two (2) years prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent

office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

## 11. Documents comprising the Bid: Financial Component

11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.

11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.

11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

## 12. Bid Prices

12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:

a. For Goods offered from within the Procuring Entity's country:

i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);

ii. The cost of all customs duties and sales and other taxes already paid or payable;

iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and

iv. The price of other (incidental) services, if any, listed in e.

b. For Goods offered from abroad:

i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.

ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

### **13. Bid and Payment Currencies**

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

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

### **14. Bid Security**

14.1. The Bidder shall submit a Bid Securing 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 August 13, 2024. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

### **15. Sealing and Marking of Bids**

Each Bidder shall submit one (1) original and two (2) more duplicate copies of its Bid.

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

### **16. Deadline for Submission of Bids**

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

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

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

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

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

## **18. Domestic Preference**

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

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

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

19.3. 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 One Project having several items that shall be awarded as one contract.

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

## **20. Post-Qualification**

20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

## **21. Signing of the Contract**

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

***Section III. Bid Data Sheet***

DSWD FOX



# Bid Data Sheet

ITB Clause																	
5.3	The Bidder must have completed, within the period specified in the Invitation to Bid, a single contract that is similar to this Project, equivalent to at least twenty five percent (25%) of the ABC.																
7.1	Subcontracting is not allowed.																
12	No further instruction.																
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ol style="list-style-type: none"> <li>1. The amount of not less than [Insert 2% of ABC] bid security is in cash, cashiers/manager's check, bank draft/guarantee or irrevocable letter of credit. Or</li> <li>2. The amount of not less than [Insert 5% of ABC] if bid security is in Surety Bond.</li> </ol> <p>Amount as follows:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">Lot No.</th> <th style="text-align: center;">ABC</th> <th style="text-align: center;">2%</th> <th style="text-align: center;">5%</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td style="text-align: right;">₱5,102,309.97</td> <td style="text-align: right;">₱102,046.20</td> <td style="text-align: right;">₱255,115.50</td> </tr> <tr> <td style="text-align: center;">2</td> <td style="text-align: right;">₱3,220,443.87</td> <td style="text-align: right;">₱64,408.88</td> <td style="text-align: right;">₱161,022.19</td> </tr> <tr> <td style="text-align: center;">3</td> <td style="text-align: right;">₱2,640,000.00</td> <td style="text-align: right;">₱52,800.00</td> <td style="text-align: right;">₱132,000.00</td> </tr> </tbody> </table>	Lot No.	ABC	2%	5%	1	₱5,102,309.97	₱102,046.20	₱255,115.50	2	₱3,220,443.87	₱64,408.88	₱161,022.19	3	₱2,640,000.00	₱52,800.00	₱132,000.00
Lot No.	ABC	2%	5%														
1	₱5,102,309.97	₱102,046.20	₱255,115.50														
2	₱3,220,443.87	₱64,408.88	₱161,022.19														
3	₱2,640,000.00	₱52,800.00	₱132,000.00														
15	Each Bidder shall submit one (1) original and two (2) certified true copies of the first and second components of its Bid. Forms provided in Section IX (Bidding Forms) must be completed without any alterations to their format, and no substitute form shall be accepted.																
19.3	<p>Partial bids are allowed. All Goods are grouped in lots listed below. Bidders shall have the option of submitting a proposal on any or all lots and evaluation and contract award will be undertaken on a per lot basis. Lots shall not be divided further into sub-lots for the purpose of bidding, evaluation, and contract award.</p> <p>In all cases, the NFCC computation, if applicable, must be sufficient for all the lots or contracts to be awarded to the Bidder.</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">LOT NO.</th> <th style="text-align: center;">PARTICULARS</th> <th style="text-align: center;">ABC</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>Supply and Delivery of Laptops</td> <td style="text-align: right;">₱5,102,309.97</td> </tr> <tr> <td style="text-align: center;">2</td> <td>Supply and Delivery of Heavy-Duty Document Scanner with ADF</td> <td style="text-align: right;">₱3,220,443.87</td> </tr> <tr> <td style="text-align: center;">3</td> <td>Supply and Delivery of 3 in 1 Continuous-Ink-System (CIS) Printer with 3 sets of Ink with ADF and WIFI</td> <td style="text-align: right;">₱2,640,000.00</td> </tr> </tbody> </table>	LOT NO.	PARTICULARS	ABC	1	Supply and Delivery of Laptops	₱5,102,309.97	2	Supply and Delivery of Heavy-Duty Document Scanner with ADF	₱3,220,443.87	3	Supply and Delivery of 3 in 1 Continuous-Ink-System (CIS) Printer with 3 sets of Ink with ADF and WIFI	₱2,640,000.00				
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20.2	The Lowest Calculated Bid (LCB) or Single Calculated Bid (SCB) as the case may be, shall submit the following additional documents during the Post-Qualification Stage: 1) Latest income tax returns (ITR) (covering the immediately preceding																

	year) and latest business tax returns (BTR) (for the last six (6) months preceding the date of bid submission) filed through the Electronic Filing and Payment System (eFPS) of the BIR (Certified True Copy).
21.2	<p>The Lowest Calculated and Responsive Bid (LCRB) or Single Calculated and Responsive Bid (SCRB) who opted to submit Surety Bond as form of Performance Security shall submit a certification from the Insurance Commission (IC) indicating the following details:</p> <ol style="list-style-type: none"> <li>1) The Certification was issued in favor of an insurance/ bonding company; and</li> <li>2) The insurance/ bonding company is authorized to issue bonds/ sureties in favor of the supplier/ service provider for the said project.</li> </ol>

DSWD FOI

***Section IV. General Conditions of Contract***

DSWD FOX

## **1. Scope of Contract**

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

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

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

## **2. Advance Payment and Terms of Payment**

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

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

## **3. Performance Security**

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

## **4. Inspection and Tests**

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section 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**

5.1. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.

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

## **6. Liability of the Supplier**

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines. If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

DSWD FOIA

***Section V. Special Conditions of Contract***

DSWD FOX

# Special Conditions of Contract

GCC Clause	
1	<p><b>Delivery and Documents –</b></p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>The delivery terms applicable to this Contract are specified in Section VI (Schedule of Requirements). Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI. Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are as follows:</p> <p>Upon delivery of the Goods to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents to the Procuring Entity:</p> <ul style="list-style-type: none"> <li>(i) Original and two copies of the Supplier’s invoice showing Goods’ description, quantity, unit price, and total amount;</li> <li>(ii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity’s representative at the Project Site; and</li> <li>(iii) Two copies of the Invoice Receipt for Property signed by the Procuring Entity’s representative at the Project Site.</li> </ul> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site are defined in Section VI (Schedule of Requirements).</p> <p><b>Incidental Services –</b></p> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services including the delivery fee and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p><b>Packaging –</b></p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract.</p>

	<p><b>Transportation –</b></p> <p>Where the Supplier is required under Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p> <p>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 the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p><b>Intellectual Property Rights –</b></p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<p>The terms of payment shall be upon complete delivery of items per delivery schedule as agreed by both parties, presentation of receipts and inspection and acceptance from end user.</p>
4	<p>No further instructions.</p>



## *Section VI. Schedule of Requirements*

DSWD FOX

# *Schedule of Requirements*

## **Lot 1 - Supply and Delivery of Laptops**

ITEM DESCRIPTION	QTY	UNIT	DELIVERY DATE
<b>Laptops</b>	<b>103</b>	<b>units</b>	

For the Schedule of Delivery of the above-listed items, it shall be 15 to 30 working days from the date upon receipt of Notice to Proceed.

Complete delivery of the items shall be made to DSWD FO X in accordance to the delivery schedule.

I hereby certify to comply and deliver all of the above requirements within the delivery schedule.

\_\_\_\_\_  
Name of Company/Bidder

\_\_\_\_\_  
Bidder's Signature over Printed Name

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

**Lot 2 - Supply and Delivery of Heavy-Duty Document Scanner with ADF**

ITEM DESCRIPTION	QTY	UNIT	DELIVERY DATE
Heavy-Duty Document Scanner with ADF	100	units	

For the Schedule of Delivery of the above-listed items, it shall be 15 to 30 working days from the date upon receipt of Notice to Proceed.

Complete delivery of the items shall be made to DSWD FO X in accordance to the delivery schedule.

I hereby certify to comply and deliver all of the above requirements within the delivery schedule.

\_\_\_\_\_  
Name of Company/Bidder

\_\_\_\_\_  
Bidder's Signature over Printed Name

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

**Lot 3 - Supply and Delivery of 3 in 1 Continuous-Ink-System (CIS) Printer with 3 sets of Ink with ADF and WIFI**

ITEM DESCRIPTION	QTY	UNIT	DELIVERY DATE
<b>3 in 1 Continuous-Ink-System (CIS) Printer with 3 sets of Ink with ADF and WIFI</b>	<b>120</b>	<b>units</b>	

For the Schedule of Delivery of the above-listed items, it shall be 15 to 30 working days from the date upon receipt of Notice to Proceed.

Complete delivery of the items shall be made to DSWD FO X in accordance to the delivery schedule.

I hereby certify to comply and deliver all of the above requirements within the delivery schedule.

\_\_\_\_\_  
Name of Company/Bidder

\_\_\_\_\_  
Bidder's Signature over Printed Name

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

***Section VII. Technical Specifications***

DSWD FOX

# Technical Specifications

## Lot 1 - Supply and Delivery of Laptops

Bidders must state either “Comply” or “Not Comply” in the Statement of Compliance column to each indicated parameter or specification. The bidder’s offered item must also be indicated in the Bidder’s Specifications column. Ensure that the offered item/s must all be compliant to the indicated parameter/s or specification/s to avoid failure of your bids.

SPECIFICATIONS	QTY	UNIT	Statement of Compliance (Bidder’s specifications)
Laptops	103	units	

### I. TECHNICAL SPECIFICATIONS (MINIMUM REQUIREMENTS)

#### 1.1.LAPTOP

1. **PROCESSOR:**
  - a. **CPU Architecture Technology:** Processor model should at least be the latest release
  - b. **Speed Frequency:** 1.9 GHz, up to 4.2 GHz
  - c. **Cores:**  $\geq 8$  Cores
  - d. **Cache:**  $\geq 8$ MB Smart Cache
2. **OPERATING SYSTEM:**
  - a. **Type:** Latest Stable Proprietary OS 64bit
  - b. **Version:** Professional version (Must have the capability to join active directory)
  - c. A Certificate of Authenticity (COA), Genuine Label or Equivalent of the license from the OS provider should be provided (**Holographic Image Sticker**)
3. **MEMORY:**
  - a. **Capacity:**  $\geq 16$  Gb DDR4
  - b. **Speed:** DDR4 -  $\geq 3200$  mhz
4. **KEYBOARD:** Built-in
5. **POINTING DEVICES/MOUSE:**
  - a. **Type:** Touchpad with multi-gesture and scrolling function and inclusive of Standard Optical Mouse USB (mouse should be the same brand of the laptop being offered)
6. **GRAPHICS CONTROLLER:** Integrated or Dedicated
7. **I/O PORTS:** All ports should be **INTEGRATED/BUILT-IN**
  - a.  $\geq 2$  x USB 3.0 port
  - b. 1 x headphone/microphone or combo jack
  - c. 1 x RJ-45 LAN port
  - d. 1 x HDMI

- e. 1 x SD Card Reader
  - f. 1 x DC-in jack for AC adapter
8. **POWER SUPPLY (ADAPTER):** 3-pin 45 W AC adapter
  9. **DISPLAY:** ≥14" LED Display with a built-in webcam (1280 x 720 resolution, 720p HD audio/video recording)
  10. **STORAGE:** ≥512gb Nvme
  11. **SOUND CONTROLLER:** Integrated/built-in High Definition Audio System, Built-in digital microphone
  12. **WEIGHT:** ≤1.5 - ≤1.65 kg including battery
  13. **COMMUNICATION: Must be integrated/built-in**
    - a. **Wireless:** Integrated Dual Band Wireless – 802.11 ac/a/b/g/n; Bluetooth 4.0
    - b. **Ethernet:** Integrated 10/100/1000 Base-TX
  14. **BATTERY:** Battery at least 6 hours operation with one full charge
  15. **CARRYING CASE:** Laptop Bag (Same brand as the offered)
  16. **WARRANTY & SLA:**
    - a. Three (3) year Hardware warranty
    - b. One (1) year on Mouse
    - c. For reported hardware replacement, the Service Provider shall be the one to pull out the unit
  17. **TO PROTECT DSWD FROM UNRELIABLE AND UNPROVEN PRODUCTS THE FOLLOWING IS REQUIRED:**
    - a. Manufacturer of the proposed brand should be ISO 9000 certified or better
    - b. Proposed brand should be Energy Star Compliant
    - c. Proposed brand should have an existing technical web support system where the brand providers/bidders can log-in and key-in support service codes/item codes for faster tracking of defective/RMA products and faster turn-around of technical support
    - d. Manufacturer's proposed brand must be capable of supporting nationwide deployment and with at least 1 or more accredited Service Centers in Region X (Proof or List of Nationwide Service Center should be submitted)
    - e. Manufacturer's proposed brand is an International Brand Name, which means that the brand is known and marketed globally and have international presence (physical stores, centers, or satellite offices) in at least 5 countries. Further, the brand should have been sold and marketed continuously in the Philippines for the last ten (10) years
    - f. A DSWD Boot-up Logo must be embedded in the BIOS.
    - g. Manufacturers offered model should be available in the Market and should not be custom-made or made to order just to comply with the specification

## II. DURATION OF THE CONTRACT

The contract for the Supply and Delivery shall be **fifteen to thirty (15-30) working days** from the date upon receipt of Notice to Proceed.

**III. SCOPE OF WORKS**

The Winning Bidder shall supply and deliver the Laptop in Field Office X based on the delivery schedule which includes of the following:

- 103 Units of Laptop

**IV. WARRANTIES OF THE WINNING BIDDER**

4.1 The winning bidder warrants that it shall conform strictly to the terms and conditions of this Technical Specifications

4.2 The winning bidder shall provide One (1) Year Warranty on Parts and Service of the electronic equipment at no additional cost to the DSWD FO X. The warranty shall include free technical support and replacement units, parts and accessories that may fail during the warranty period.

4.3 The winning bidder shall not use the DSWD FO X’s name in publicity releases or advertising during and after the term of this contract without the DSWD FO X’s written permission.

**V. SERVICE LEVEL AGREEMENT**

DSWD FO X shall maintain a Service Level Agreement (SLA) with the winning bidder as specified below:

<b>DESCRIPTION</b>	<b>SLA</b>
5.1 Supply and Delivery of Items	Finish the scope of works based on the schedule of deliveries under Section 3
5.2 Technical Support	Repair or replace any failed component within Fifteen (15) calendar days after it was reported by the DSWD FO X during the warranty period in accordance with Section 4.2
5.3 Violations and Non-Performance	Violations and Non-Performance of the provisions as stipulated in Section 3 and 4. The winning bidder shall be notified in writing for any such violation and/or non-performance

**VI. TERMS OF PAYMENT**

6.1 Payments shall be made within a reasonable time from the submission of “Certificate of Completed Delivery” issued by DSWD FO X. This shall form part of the documentation as a proof of the acceptability of the entire project which will be the basis of the Inspection and Acceptance Committee for the issuance of Inspection and Acceptance Report.

6.2 No advance payment shall be made as provided in Section 88 of PD 1445.

6.3 In case of failure to make the full delivery within the time specified above, a penalty of one-tenth (1/10) of one percent (1%) for every day of delay shall be imposed.



## VII. WINNING BIDDER ELIGIBILITY

7.1 Must have a minimum of 5 years in the industry for the Supply, Delivery and/or Installation of different IT Equipment to ensure company competence and stability for supports.

7.2 Must have at least five (5) Technical Support staff for the repair and troubleshooting of equipment.

7.3 Must have done at least three (3) successful projects/supply and delivery related to IT equipment.

7.4 Must have a branch or authorized service center in Cagayan de Oro City for aftersales support.

## VIII. PRE-TERMINATION OF CONTRACT

8.1 The Contract for the Supply and Delivery of Laptop may be pre-terminated by the DSWD FO X for any violation of the terms of the contract. In case of pre-termination, the winning bidder shall be informed by the DSWD FO X five (5) days prior to such pre-termination.

8.2 The DSWD FO X shall have the right to blacklist the winning bidder in case of pre-termination.

Note: Bidders must state either **“Comply”** or **“Not Comply”** or any equivalent term in the column **“Statement of Compliance”** against each of the individual parameters of each **“Specification”**.

I hereby certify to comply and deliver all of the above requirements within the delivery schedule.

\_\_\_\_\_  
Name of Company/Bidder

\_\_\_\_\_  
Bidder's Signature over Printed Name

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

## Lot 2 - Supply and Delivery of Heavy-Duty Document Scanner with ADF

Bidders must state either “Comply” or “Not Comply” in the Statement of Compliance column to each indicated parameter or specification. The bidder’s offered item must also be indicated in the Bidder’s Specifications column. Ensure that the offered item/s must all be compliant to the indicated parameter/s or specification/s to avoid failure of your bids.

SPECIFICATIONS	QTY	UNIT	Statement of Compliance (Bidder’s specifications)
Heavy-Duty Document Scanner with ADF	<b>100</b>	<b>units</b>	

### I. TECHNICAL SPECIFICATIONS (MINIMUM REQUIREMENTS)

1.1	<b>Scanner Type:</b>	A4 Sheet-fed, one-pass duplex colour scanner
1.2	<b>Scanning Speed:</b>	30 to 60 pages per minute
1.3	<b>Sensor Type:</b>	Contact Image Sensor (CIS) X2
1.4	<b>Scanning Method:</b>	Fixed carriage and moving document
1.5	<b>Light Source:</b>	<b>RGB LED</b>
1.6	<b>Optical Resolution:</b>	600 X 600 dpi to 1200 x 1200 dpi
1.7	<b>Scanner Bit Depth (Colour):</b>	48-Bit Input, 24-Bit Output
1.8	<b>Scanner Bit Depth (Grayscale):</b>	16-Bit Input, 8-Bit Output
1.9	<b>Scanner Bit Depth (Black and White):</b>	16-Bit Input, 1-Bit Output
1.10	<b>Document Size:</b>	50.8 x 50.8 mm to 215.9 x 3,048 mm
1.11	<b>Supported Paper Weight:</b>	50 g/m2 to 209 g/m2
1.12	<b>Output File Formats:</b>	JPEG, TIFF, PDF, BMP, PNG
1.13	<b>ADF Capacity:</b>	50 to 60 Sheets
1.14	<b>Connectivity:</b>	High speed USB 2.0 to 3.0
1.15	<b>Compatibility:</b>	Windows
1.16	<b>Multi-Feed Detection:</b>	Length Detection
1.17	<b>Warranty:</b>	3 Years Parts and Services

### II. DURATION OF THE CONTRACT

2.1 The contract for the Supply and Delivery of Document Scanners and Printers shall be **fifteen to thirty (15-30) working days** from the date upon receipt of Notice to Proceed.

### III. SCOPE OF WORKS

3.1 The Winning Bidder shall supply and deliver the heavy-duty document scanners with ADF to DSWD FO X based on the delivery schedule which includes of the following:

- (100) Heavy Duty Document Scanner (with ADF)

### IV. WARRANTIES OF THE WINNING BIDDER

4.1 The winning bidder warrants that it shall conform strictly to the terms and conditions of this Technical Specifications

4.2 The winning bidder shall provide Three (3) Years Warranty on Parts and Service of the electronic equipment at no additional cost to the DSWD FO X. The warranty shall include free technical support and replacement units, parts and accessories that may fail during the warranty period.

4.3 The winning bidder shall not use the DSWD FO X's name in publicity releases or advertising during and after the term of this contract without the DSWD FO X's written permission.

**V. SERVICE LEVEL AGREEMENT**

DSWD FO X shall maintain a Service Level Agreement (SLA) with the winning bidder as specified below:

<b>DESCRIPTION</b>	<b>SLA</b>
5.1 Supply and Delivery of Items	Finish the scope of works based on the schedule of deliveries under Section 3
5.2 Technical Support	Repair or replace any failed component within Fifteen (15) calendar days after it was reported by the DSWD FO X during the warranty period in accordance with Section 4.2
5.3 Violations and Non-Performance	Violations and Non-Performance of the provisions as stipulated in Section 3 and 4. The winning bidder shall be notified in writing for any such violation and/or non-performance

**VI. TERMS OF PAYMENT**

6.1 Payments shall be made within a reasonable time from the submission of “Certificate of Completed Delivery” issued by DSWD FO X. This shall form part of the documentation as proof of the acceptability of the entire project which will be the basis of the Inspection and Acceptance Committee for the issuance of Inspection and Acceptance Report.

6.2 No advance payment shall be made as provided in Section 88 of PD 1445.

6.3 In case of failure to make the full delivery within the time specified above, a penalty of one-tenth (1/10) of one percent (1%) for every day of delay shall be imposed.

**VII. WINNING BIDDER ELIGIBILITY**

7.1 Must have a minimum of 5 years in the industry for the Supply, Delivery and/or Installation of different IT Equipment to ensure company competence and stability for supports.

7.2 Must have at least one (1) Technical Support staff for the repair and troubleshooting of equipment.

7.3 Must have done at least three (3) successful projects/supply and delivery related to IT equipment.

7.4 Must have a branch or authorized service center in Cagayan de Oro City for aftersales support.

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

8.1 The Contract for the Supply and Delivery of Document Scanners and Printers may be pre-terminated by the DSWD FO X for any violation of the terms of the contract. In case of pre-termination, the winning bidder shall be informed by the DSWD FO X five (5) days prior to such pre-termination.

8.2 The DSWD FO X shall have the right to blacklist the winning bidder in case of pre-termination.

I hereby certify to comply and deliver all of the above requirements within the delivery schedule.

\_\_\_\_\_  
Name of Company/Bidder

\_\_\_\_\_  
Bidder's Signature over Printed Name

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

## Lot 3 - Supply and Delivery of 3 in 1 Continuous-Ink-System (CIS) Printer with 3 sets of Ink with ADF and WIFI

ITEM DESCRIPTION	QTY	UNIT	DELIVERY DATE
<b>3 in 1 Continuous-Ink-System (CIS) Printer with 3 sets of Ink with ADF and WIFI</b>	<b>120</b>	<b>units</b>	

### I. TECHNICAL SPECIFICATIONS (MINIMUM REQUIREMENTS)

1.1	<b>Printing Technology:</b>	Inkjet with Ink Tank System
1.2	<b>Printer Type:</b>	Print, Scan, Copy
1.3	<b>Interface:</b>	USB 2.0, WIFI
1.4	<b>Network:</b>	Ethernet, Wireless LAN IEEE 802.11b/g/n
1.5	<b>Display:</b>	With LCD Display
1.6	<b>Print Speed:</b>	Monochrome 12 to 20 ppm, Color 10-15 ppm
1.7	<b>Print Resolution:</b>	600 x 1200 to 6000 x 1200 dpi
1.8	<b>Paper Capacity:</b> <b>Input Tray:</b> <b>Output Tray:</b>	150 to 200 sheets 50 to 150 sheets
1.9	<b>Paper sizes supported:</b>	A4, A5, A6, Executive, Legal, Photo (4"x6"), Index Card (5"x8")
1.10	<b>Scan Technology:</b>	CIS (Contact Image Sensor)
1.11	<b>Scan Resolution:</b>	600 x 1200 to 1200 x 2400 dpi
1.12	<b>Scan Speed:</b> <b>Monochrome:</b> <b>Color:</b>	3-5 seconds per page 4-6 seconds per page
1.13	<b>Power:</b>	Power Supply AC 220-240V 50/60Hz; Operation Power Consumption 12W
1.14	<b>Warranty:</b>	3 years parts and services

### II. DURATION OF THE CONTRACT

2.1 The contract for the Supply and Delivery of 3 in 1 Continuous-Ink-System (CIS) Printer with 3 sets of Ink with ADF and WIFI be **fifteen to thirty (15-30) working days** from the date upon receipt of Notice to Proceed.

### III. SCOPE OF WORKS

3.1 The Winning Bidder shall supply and deliver the 3 in 1 Continuous-Ink-System (CIS) Printer with 3 sets of Ink with ADF and WIFI to DSWD FO X based on the delivery schedule which includes of the following:

- (120) 3 in 1 Continuous-Ink-System (CIS) Printer with 3 sets of Ink with ADF and WIFI

### IV. WARRANTIES OF THE WINNING BIDDER

4.1 The winning bidder warrants that it shall conform strictly to the terms and conditions of this Technical Specifications

4.2 The winning bidder shall provide Three (3) Years Warranty on Parts and Service of the electronic equipment at no additional cost to the DSWD FO X. The warranty shall include free technical support and replacement units, parts and accessories that may fail during the warranty period.

4.3 The winning bidder shall not use the DSWD FO X's name in publicity releases or advertising during and after the term of this contract without the DSWD FO X's written permission.

#### **V. SERVICE LEVEL AGREEMENT**

DSWD FO X shall maintain a Service Level Agreement (SLA) with the winning bidder as specified below:

<b>DESCRIPTION</b>	<b>SLA</b>
5.1 Supply and Delivery of Items	Finish the scope of works based on the schedule of deliveries under Section 3
5.2 Technical Support	Repair or replace any failed component within Fifteen (15) calendar days after it was reported by the DSWD FO X during the warranty period in accordance with Section 4.2
5.3 Violations and Non-Performance	Violations and Non-Performance of the provisions as stipulated in Section 3 and 4. The winning bidder shall be notified in writing for any such violation and/or non-performance

#### **VI. TERMS OF PAYMENT**

6.1 Payments shall be made within a reasonable time from the submission of "Certificate of Completed Delivery" issued by DSWD FO X. This shall form part of the documentation as proof of the acceptability of the entire project which will be the basis of the Inspection and Acceptance Committee for the issuance of Inspection and Acceptance Report.

6.2 No advance payment shall be made as provided in Section 88 of PD 1445.

6.3 In case of failure to make the full delivery within the time specified above, a penalty of one-tenth (1/10) of one percent (1%) for every day of delay shall be imposed.

#### **VII. WINNING BIDDER ELIGIBILITY**

7.1 Must have a minimum of 5 years in the industry for the Supply, Delivery and/or Installation of different IT Equipment to ensure company competence and stability for supports.

7.2 Must have at least one (1) Technical Support staff for the repair and troubleshooting of equipment.

7.3 Must have done at least three (3) successful projects/supply and delivery related to IT equipment.

7.4 Must have a branch or authorized service center in Cagayan de Oro City for aftersales support.

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

8.1 The Contract for the Supply and Delivery of 3 in 1 Continuous-Ink-System (CIS) Printer with 3 sets of Ink with ADF and WIFI may be pre-terminated by the DSWD FO X for any violation of the terms of the contract. In case of pre-termination, the winning bidder shall be informed by the DSWD FO X five (5) days prior to such pre-termination.

8.2 The DSWD FO X shall have the right to blacklist the winning bidder in case of pre-termination.

I hereby certify to comply and deliver all of the above requirements within the delivery schedule.

\_\_\_\_\_  
Name of Company/Bidder

\_\_\_\_\_  
Bidder's Signature over Printed Name

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

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

### **Notes on the Checklist of Technical and Financial Documents**

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

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

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



# Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE

### *Class "A" Documents*

#### Legal Documents

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

#### Technical Documents

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

#### Financial Documents

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

### *Class "B" Documents*

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

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

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

government procurement activities for the same item or product.

- (j) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

**25 FINANCIAL COMPONENT ENVELOPE**

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

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## ***Section IX. Bidding Forms***

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# Bid Form for the Procurement of Goods

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## BID FORM

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

Project Identification No. : 2024-03-06

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

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

If our Bid is accepted, we undertake:

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

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 Abroad*

## *For Goods Offered from Abroad*

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

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

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

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

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

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

## Price Schedule for Goods Offered from Within the Philippines

### For Goods Offered from Within the Philippines

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

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)

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

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

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

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

## Bid Securing Declaration Form

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

### BID SECURING DECLARATION Project Identification No.: 2024-03-06

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]*

## Omnibus Sworn Statement (Revised)

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

### AFFIDAVIT

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

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

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

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

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

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

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

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

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

7. *[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]*

**Statement of All On-Going Government and Private Contracts, Including Contracts Awarded but Not Yet Started, Whether Similar or Not Similar in Nature and Complexity to the Contract to be Bid**

---

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

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

**A. Government**

Nature of Contract (Project Title)	a. Owner's Name	Project Cost	Bidder's Role		a. Date Awarded	% of Accomplishment		Value of Outstanding Works (Undelivered Portion)
	b. Address		Description	%	b. Date Started	Planned	Actual	
	c. Contact Nos.				c. Target Date of Completion			
1	a.				a.			
	b.				b.			
	c.				c.			
2	a.				a.			
	b.				b.			
	c.				c.			

**B. Private**

Nature of Contract (Project Title)	a. Owner's Name	Project Cost	Bidder's Role		a. Date Awarded	% of Accomplishment		Value of Outstanding Works (Undelivered Portion)
	b. Address		Description	%	b. Date Started	Planned	Actual	
	c. Contact Nos.				c. Target Date of Completion			
1	a.				a.			
	b.				b.			
	c.				c.			
2	a.				a.			
	b.				b.			
	c.				c.			

Note: The following documents must be available upon request of the Bids and Award Committee (BAC) or designated Technical Working Group (TWG) during Post-Qualification to support this statement: (a) **Contract or Purchase Order**, (b) **Official Receipt(s) or Sales Invoice** or (c) **User's Certificate of Acceptance/Completion**

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

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

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

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

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

## Statement of Single Largest Completed Contract (SLCC)<sup>2</sup> Similar to the Contract to be Bid

---

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

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

Nature of Contract (Project Title)	a. Owner's Name	Project Cost	Bidder's Role		a. Date Awarded
	b. Address		Description	%	b. Date Started
	c. Contact Nos.				c. Date Completed
	a.				a.
	b.				b.
	c.				c.

Note: *The following documents must be attached to support this statement: (a) Official Receipt(s) or Sales Invoice or (b) User's Certificate of Acceptance/Completion*

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

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

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

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

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

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<sup>2</sup> The Bidder must have completed, within the period specified in the Invitation to Bid and ITB Clause 5.3 of Section III. Bid Data Sheet, a single contract that is similar to the project to be bid, equivalent to a percentage (%) of the ABC specified in ITB Clause 5.3(a) of Section II. Instruction to Bidders.

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