

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Supply & Delivery of Various ICT Equipment for Office Use Lot 2

Government of the Republic of the Philippines

**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.

Table of Contents

| | |
|--|-----------|
| Glossary of Acronyms, Terms, and Abbreviations | 5 |
| Section I. Invitation to Bid..... | 8 |
| Section II. Instructions to Bidders..... | 10 |
| 1. Scope of Bid | 10 |
| 2. Funding Information..... | 10 |
| 3. Bidding Requirements | 10 |
| 4. Corrupt, Fraudulent, Collusive, and Coercive Practices | 10 |
| 5. Eligible Bidders..... | 10 |
| 6. Origin of Goods | 10 |
| 7. Subcontracts | 10 |
| 8. Pre-Bid Conference | 11 |
| 9. Clarification and Amendment of Bidding Documents | 11 |
| 10. Documents comprising the Bid: Eligibility and Technical Components | 11 |
| 11. Documents comprising the Bid: Financial Component | 12 |
| 12. Bid Prices | 12 |
| 13. Bid and Payment Currencies | 13 |
| 14. Bid Security | 13 |
| 15. Sealing and Marking of Bids | 14 |
| 16. Deadline for Submission of Bids | 14 |
| 17. Opening and Preliminary Examination of Bids | 14 |
| 18. Domestic Preference | 15 |
| 19. Detailed Evaluation and Comparison of Bids | 15 |
| 20. Post-Qualification | 15 |
| 21. Signing of the Contract | 15 |
| Section III. Bid Data Sheet | 16 |
| Section IV. General Conditions of Contract | 20 |
| 1. Scope of Contract | 21 |
| 2. Advance Payment and Terms of Payment | 21 |
| 3. Performance Security | 21 |
| 4. Inspection and Tests | 22 |
| 5. Warranty | 22 |
| 6. Liability of the Supplier | 22 |
| Section V. Special Conditions of Contract | 23 |
| Section VI. Schedule of Requirements | 25 |
| Section VII. Technical Specifications | 27 |
| Section VIII. Checklist of Technical and Financial Documents | 31 |

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

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT
Regional Office No. 10, Masterson Avenue, Upper Carmen, Cagayan de Oro City

**INVITATION TO BID FOR Supply & Delivery of Various ICT
Equipment for Office Use Lot 2**

1. The *Department of Social Welfare and Development Field Office 10* through the **Current Appropriations GAA 2021** intends to apply the sum of **One Million Eight Hundred Fifty-Eight Thousand Three Hundred Four Pesos (Php 1,858,304.00)**

| | |
|------------------------------|-------------------------|
| Lot 2 | |
| Various ICT Equipment | <i>Php 1,858,304.00</i> |
| Total | <i>Php 1,858,304.00</i> |

being the Approved Budget for the Contract (ABC) to payments under the contract for each lot/item as shown in section 6 of the PBD. Bids received in excess of the ABC for each lot/item shall be automatically rejected at bid opening.

2. The *DSWD FO 10* now invites bids for the Supply & Delivery of Various ICT Equipment for Office Use Lot 2. Delivery of the Goods *should be based on what is stipulated in the Schedule of Requirements*. Prospective Bidders must have completed a similar contract within the preceding two (2) years, a single contract equivalent to at least Fifty (50%) percent of the Approved Budget Cost. 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 10* and inspect the Bidding Documents at the address given below during weekdays at 8:00AM – 5:00PM.
5. Complete sets of Eligibility Requirements and Bidding Documents may be purchased by Bidders from the Office of the BAC Secretariat at the *DSWD Regional Office*, Mastersons Avenue, Carmen, Cagayan de Oro City, upon payment of a non-refundable fee to the *DSWD Cashier* as follows:

| ABC | COST |
|-------------------------------------|------------|
| More than 1 Million up to 5 Million | P 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, provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

6. The *DSWD FO 10* will hold a Virtual Pre-Bid Conference¹ on **August 23, 2021 @ 1:00PM** at DSWD Conference, DSWD 10, Carmen, CDO, which shall be open to prospective bidders. Please email us at **bac.fo10@dswd.gov.ph** for the link.
7. Bids must be duly received by the BAC Secretariat at the address below on or before **September 06, 2021 @ 12:00PM**. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 18.

Bid opening shall be on **September 06, 2021 @ 1:00PM** at DSWD Conference, DSWD 10, Carmen, CDO. Bids will be opened in the presence of the bidders' representatives through virtual conference. Late bids shall not be accepted.

8. Each Bidder shall submit one (1) original and two (2) more duplicate copies which should be labeled as "Copy 1" and "Copy 2".
9. The *DSWD FO 10* 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.

For further information, please refer to:

Mrs. Rosemarie P. Conde
SWO V/BAC Chairman
Bids and Awards Committee – BAC-10
DSWD Field Office 10
Conference Room, DSWD Field Office No. 10,
Masterson Avenue, Upper Carmen, Cagayan de Oro City
Tel . (088)858-6333 local 102
Email: **bac.fo10@dswd.gov.ph**

ROSEMARIE P. CONDE
BAC Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *Department of Social Welfare and Development Field Office 10* wishes to receive Bids for Supply & Delivery of Various ICT Equipment for Office Use Lot 2 with identification number 2021-08-0033.

The Procurement Project (referred to herein as “Project”) is composed of 2 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 2021** intends to apply the sum of **One Million Eight Hundred Fifty-Eight Thousand Three Hundred Four Pesos (Php 1,858,304.00)**

2.2. The source of funding is:

NGA, 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 pre-bid conference for this Project on the specified date and time and either at its physical address DSWD Conference, DSWD 10, Carmen, CDO 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 the preceding 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:

a. Philippine Pesos.

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration² or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

14.2. The Bid and bid security shall be valid until *12 months*. 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 follows:

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

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

20. Post-Qualification

20.2. 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

Bid Data Sheet

| ITB Clause | | | | | | | |
|------------------------|--|-----------|----|----|------------------------|-----------|-----------|
| 1.2 | The project if composed of One (1) Lot. | | | | | | |
| 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 fifty percent (50%) of the ABC. | | | | | | |
| 7.1 | Subcontracting is not allowed. | | | | | | |
| 12.1(a) | <i>No further instructions</i> | | | | | | |
| 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> <p>1. The amount of not less than <i>[Insert 2% of ABC]</i>, if bid security is in cash, cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit.</p> <p>Or</p> <p>2. The amount of not less than <i>[Insert 5% of ABC]</i> if bid security is in Surety Bond.</p> <p>Amount as Follows:</p> <table><tr><td>ABC</td><td>2%</td><td>5%</td></tr><tr><td>Lot 2 Php 1,858,304.00</td><td>37,166.08</td><td>92,915.20</td></tr></table> | ABC | 2% | 5% | Lot 2 Php 1,858,304.00 | 37,166.08 | 92,915.20 |
| ABC | 2% | 5% | | | | | |
| Lot 2 Php 1,858,304.00 | 37,166.08 | 92,915.20 | | | | | |
| | <p>Grouping and Evaluation of Lots –</p> <p>Partial bid is not allowed. The goods are grouped in a lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.</p> | | | | | | |

| | | | | |
|------|--|------------------|------------|--------------------------------|
| | | | | |
| | | Lot 2 | | |
| | | Various | ICT | <i>Php 1,858,304.00</i> |
| | | Equipment | | |
| | | Total | | <i>Php 1,858,304.00</i> |
| 20.2 | <p><i>Latest Income and Business Tax Returns per Revenue Regulations 3-2005.</i></p> <ul style="list-style-type: none"> - <i>Valid Income Tax Return and proof of payment.</i> - <i>VAT Returns (Form 2550M and 2550Q or Percentage Tax Returns (2551M) and proof of payment.</i> <p><i>Proofs of Payment are as follows:</i></p> <ul style="list-style-type: none"> - <i>EFPS confirmation receipt or bank issued payment confirmation receipt or BIR payment confirmation receipt/status.</i> | | | |
| 21.2 | No additional requirement | | | |

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

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

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

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

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

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

Section V. Special Conditions of Contract

Special Conditions of Contract

| GCC Clause | |
|-------------------|--|
| | The Procuring Entity is <i>Department of Social Welfare and Development Field Office 10</i> |
| | The Supplier is _____ |
| | <p>The Funding Source is</p> <p>the Government of the Philippines (GOP) through the Current Appropriations GAA 2021 intends to apply the sum of One Million Eight Hundred Fifty-Eight Thousand Three Hundred Four Pesos (Php 1,858,304.00)</p> |
| | The Project sites are defined in Section VI. Schedule of Requirements. |
| | No further instructions. |
| | <p>The Procuring Entity's address for Notices is:</p> <p>Mrs. Rosemarie P. Conde SWO V/BAC Chairman Bids and Awards Committee – BAC-10 DSWD Field Office 10 Conference Room, DSWD Field Office No. 10, Masterson Avenue, Upper Carmen, Cagayan de Oro City Tel . (088)858-6333 local 102</p> <p>Email: <u>bac.fo10@dswd.gov.ph</u></p> <p>The Supplier's address for Notices is: _____</p> |
| | <p>Delivery and Documents –</p> <p>The delivery terms applicable to this Contract are delivered <i>at any area of Region 10</i>. 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</p> |

| | |
|--|--|
| | <p>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"> (i) Original and four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; (ii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site; and (iii) Four copies of the Invoice Receipt for Property signed by the Procuring Entity's representative at the Project Site. <p>Incidental Services –</p> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>Packaging –</p> |
| | <i>Not applicable</i> |
| | Payment using LC is not allowed. |
| | The terms of payment shall be upon presentation of receipts and inspection and acceptance from end user. |
| | No further instructions. |
| | None |

Section VI. Schedule of Requirements

Schedule of Requirements

1. LESSEE/BUYER shall deposit with the LESSOR/SELLER upon signing of contract and prior to move in an amount equal to fifteen percent (15%) of the selling price.
2. LESSEE/BUYER shall amortize the remaining 85% of the selling price over the period of 6 months.
3. The LESSOR/SELLER must submit the corresponding collection Billings after every month as basis of payment.
4. Repairs and maintenance(toners and inks) shall be on account of the LESSEE/BUYER.
5. The LESSEE/BUYER must execute the Deed of Absolute Sale upon payment in full of the TOTAL PURCHASE PRICE.
6. Services to be rendered is until December 31, 2021 for Fiscal Year 2021.

I hereby certify to comply the requirements and deliver the item as scheduled.

Name of Company/Bidder

Bidder's Signature over Printed Name

Date: _____

Section VII. Technical Specifications

Technical Specifications

Lot 2: Various ICT Equipment

| Item No. | Items/Descriptions | Qty. | Unit | Statement of Compliance |
|-----------|--|-----------|--------------|-------------------------|
| 1. | DESKTOP COMPUTER FOR VIDEO EDITING | 2 | Units | |
| 1. | Processor: 3.3GHz 6-core 10th-generation Intel Core i5 processor, Turbo Boost up to 4.8GHz | | | |
| 2. | Operating System: Apple iMac | | | |
| 3. | Display: 27-inch 5K Retina display, 5120-by-2880 resolution with support for 1 billion colors, 500 nits brightness, Wide color (P3), True Tone technology, Standard Glass | | | |
| 4. | Memory: 16GB 2666MHz DDR4 memory | | | |
| 5. | Graphics: Radeon Pro 5300 with 4GB of GDDR6 memory | | | |
| 6. | Storage: 1TB SSD storage | | | |
| 7. | Ethernet: Gigabit Ethernet | | | |
| 8. | Mouse: Magic Mouse 2 | | | |
| 9. | Keyboard: Magic Keyboard - US English | | | |
| 10. | Pre-Installed Software: Final Cut Pro | | | |
| 11. | Warranty: 1 year parts and service | | | |
| 2. | DESKTOP COMPUTER FOR ENCODERS | 15 | Units | |
| 1. | Processor: Base Clock Speed \geq 2.90 GHz, 6 cores 12 Threads | | | |
| 2. | Operating System: Windows 10 Professional 64-bit | | | |
| 3. | Display: \geq 24" IPS Monitor | | | |
| 4. | Memory: 16 GB DDR4 memory (2 x 8GB RAM) | | | |
| 5. | Graphics: On-board | | | |
| 6. | Storage: \geq 500GB SSD storage | | | |
| 7. | Ports: 1 HDMI;1 line in;1 line out;1 power connector;1 RJ-45;1 serial;1 VGA;2 USB 2.0 | | | |
| 8. | Audio: Realtek ALC3601 codec, optional internal speaker, combo microphone/headphone jack | | | |
| 9. | Mouse: Optical Mouse with Scroll | | | |
| 10. | Keyboard: Standard US-English | | | |
| 11. | Ethernet: Integrated 10/100/1000M GbE | | | |
| 12. | Wireless Adapter: USB Wireless LAN 802.11 g/n | | | |
| 13. | AVR: \geq 500-watts AVR | | | |
| 14. | UPS: \geq 650-VA AVR | | | |

| | | | | |
|--|---|----------|------------|--|
| 15. Warranty: 1 year parts and service | | | | |
| 3. | VIDEO TELECONFERENCING EQUIPMENT | 1 | Set | |
| <div>1. 70” 4K UHD SMART LED TV (1 Unit)</div> <div>2. Movable Heavy-Duty TV Stand for 70” 4K UHD SMART LED TV (1 Pc)</div> <div>3. Ultra-HD Video Conferencing Package (1 Set)<div>➤ Camera (1 unit):<div>▪ Ultra-HD that supports: 4K, 1440p, 1080p, 900p, 720p, and SD at 30fps; 1080p, 720p at 30fps and 60 fps</div><div>▪ Smooth motorized pan, tilt and zoom. Pan: ±90°, Tilt: +50° / -90°, Zoom: 15x HD</div><div>▪ Autofocus, 3 camera presets, Kensington security slot, Video mute/unmute LED indicator, Standard tripod thread, Lens parks at -90° in sleep mode for assured privacy.</div></div><div>➤ Mic Pod (2 units):<div>▪ Pickup range: 4.5m diameter</div><div>▪ Four omnidirectional microphones forming eight acoustic beams</div><div>▪ AEC (Acoustic Echo Cancellation), VAD (Voice Activity Detector)</div><div>▪ Background noise suppression, Mute button with LED status indicator</div><div>▪ Captive 2.95m 12-pin cable, Daisy chain up to 7 Mic Pods</div><div>▪ Frequency response: 90Hz – 16kHz</div><div>▪ Sensitivity: >-27dB +/-1dB @ 1Pa</div><div>▪ Microphone data rate: 48 kHz</div></div><div>➤ Speaker (2 units):<div>▪ High-performance 3" (76mm) driver with rare-earth magnet</div><div>▪ Suspension system that eliminates vibration-induced camera shake & audio interference</div><div>▪ Mini XLR cable connects to Display Hub for both signal and power</div><div>▪ Speaker volume 95dB SPL @1W, 100dB SPL @7.5W, both +/-2dB at ½ meter</div><div>▪ Sensitivity: 95+/-2dB SPL at ½ meter</div><div>▪ Distortion: 200Hz–300Hz < 2.5%, 300Hz–10kHz < 1%@7.5W</div><div>▪ Speaker sampling rate: 48 kHz</div></div><div>➤ Table Hub (1 unit):<div>▪ Single CAT6A cable connection to Display Hub (5m cable included)</div><div>▪ Active speaker detection: analyzes audio from up to 7 Mic Pods and 56 beams every 8ms</div><div>▪ 12 Pin connector for Mic Pod</div><div>▪ HDMI Type A passthrough to Display Hub (x2), USB Type C, USB Type A (reserved for future capability), USB Type B (connects to meeting room computer), RJ45 (reserved for future capability), Power input</div></div><div>➤ Display Hub (1 unit):<div>▪ HDMI Type A (x2) (connects to displays)</div><div>▪ USB C (connects to Camera), USB Type B (connects to meeting room computer), RJ45 (connects to Table Hub), Mini XLR (x2), Powers one or two Speakers, Power input</div></div><div>➤ Remote Control (1 unit):<div>▪ RF remote control (line of sight not required), CR2032 batteries (included)</div></div><div>➤ Cables/Power:<div>▪ Camera to Display Hub (1 pc):<div>○ 2m USB 3.1 Type C to USB Type C 3.1</div></div><div>▪ Conference Room Computer to Display or Table Hub (1 pc):<div>○ 2m USB 3.1 Type A to USB Type B</div></div><div>▪ Display Hub to Table Hub (1 pc):</div></div></div> | | | | |

| | | | | |
|---|---------------------------------|---|------|--|
| <ul style="list-style-type: none"> ○ 5m CAT6A Ethernet cable ▪ Display Hub to Speaker (2 pcs): ○ 2.95m Mini XLR ▪ Conference Room Computer to Displays (2 pcs): ○ 2m HDMI Type A ▪ Mic Pod (2 pcs): ○ 2.95m Hardwired with 12 pin connector ▪ Power Outlets to Power Supplies (2 pcs): 1m ▪ Power Supplies to Table Hub / Display Hub (2 pcs): 1.5m | | | | |
| 4. | DOCUMENT SCANNER FOR DMS | 1 | Unit | |
| <ol style="list-style-type: none"> 1. Compatible Model: fi-7160 2. Image Sensor Type: Color CCDs (Color Charge Coupled Device) 3. Light Source: White LED Array 4. Optical Resolution: 600 dpi 5. Output Resolution: 50 to 600 dpi 6. Output Color Depth: Color: 24-bit, Grayscale: 8-bit, Monochrome: 1-bit 7. Internal Video Processing: 1,024 levels (10-bit) 8. Image Processing Function: <ul style="list-style-type: none"> ➤ Hardware: Dropout color (Red / Green / Blue), Deskew cropping ➤ Software: Multi-image, Blank page skip, i-DTC, Advanced-DTC, Simplified-DTC, sRGB, Auto color, Deskew cropping, Hole Punch removal, Tab cropping, Upper lower separation, Error diffusion, Dither, Moire removal, Image Emphasis, Color cleanup, Dropout color (R,G,B, None, white, Specified, Color Saturation), Edge repair, Vertical Streaks Reduction 9. Scanning Speed (A4, Portrait): <ul style="list-style-type: none"> ➤ Automatic Document Feeder (ADF): Simplex - 60 ppm, Duplex - 120 ipm 10. ADF Capacity: 80 Sheets (A4: 80 g/m2 or 20 lb.) 11. Interface: USB 3.0 / USB 2.0 / USB 1.1 (backward compatible) 12. Feed Detection Features: Ultrasonic Double Feed Detection Sensor, iSOP (Intelligent Sonic Paper Protection), Intelligent Multi-Feed Function (Manual Bypass) 13. Other features: Embossed Card Scanning Capability, Long Document Scanning, Scanner Central Admin management, USB 3.0 Support, iSOP (Intelligent Sonic Paper Protection), Automatic: Color Recognition, Paper-Size Detection, De-skew Correction 14. Warranty: 1 year parts and service | | | | |
| 5. | DOCUMENT SCANNER FOR 4Ps | 1 | Unit | |
| <ol style="list-style-type: none"> 1. Duplex Sheet-fed Document Scanner 2. Scan at speeds up to 65ppm/130ipm (one-pass duplex) 3. Scan up to A3 4. Paper Protection Function 5. Scanner Type: A4 sheet-fed, one-pass duplex colour scanner 6. Sensor Type: Contact Image Sensor (CIS) 7. Scanning Method: Fixed carriage & moving document 8. Light Source: RGB LED 9. Optical Resolution: 600 x 600 dpi 10. Output Resolution: 50 - 1,200 dpi (in 1 dpi increments) | | | | |

| | | | | |
|---|--------------------------------------|---|--------------|--|
| 11. Bit Depth: Each colour (RGB): 10 bit input / 8 bit output 12. Min Document Size: 50.8 x 50.8 mm 13. Max Document Size: 215.9 x 6,096 mm 14. Supported Paper Weight: 27 - 413 g/m ² (A8 or less 127 - 413 g/m ²) 15. ADF Capacity: 100 sheets (80g/m ²) 16. Daily Scan Volume: Up to 7,000 pages / day 17. Multi-feed Detection: Ultrasonic Sensor and Length Detection 18. Interface: USB 3.0 19. Warranty: 1 year parts and service | | | | |
| 6. | PAYROLL PRINTER FOR PERSONNEL | 2 | Units | |
| 1. Dot Matrix Printer designed to deliver absolute performance and reliability 2. Prints up to 6-part forms 3. USB 2.0, Bi-directional Parallel Supported 4. Input Data Buffer: 128KB 5. Speed: up to 496dpi 6. Control Panel: 6 switches and 10 LEDs 7. Print Direction: Bi-direction with logic seeking 8. Printing Method: Impact dot matrix 9. Number of Pins in Head: 9 pins 10. Control Code: ESC/P2, IBM PPDS 11. Printhead Life: 200 million strokes/wire 12. Mean Print Volume Between Failure (MVBF): 30 million lines (except print head) 13. Mean Time Between Failure (MTBF): 15,000 Power On Hours (POH) (25% Duty) 14. Continuous Paper (Single Sheet / Multi-part): ➤ Entry: Front / Rear / Bottom ➤ Length: 101.6 - 558.8 mm (4.0 - 22.0") ➤ Width: 101.6 - 406.4 mm (4.0 - 16.0") ➤ Thickness: 0.065 - 0.39 mm (0.0025 - 0.015") ➤ Copies: Original + 4 copies 15. Warranty: 1 year parts and service | | | | |
| 7. | PVC ID PRINTER | 1 | Unit | |
| 1. SMART 31D Dual-Sided Colour ID Card Printer 2. Printing: ➤ Print Mode: Dual Sided ➤ Print Type: Direct Dye-Sublimation ➤ Print Area: Edge to Edge ➤ Resolution: 300 dpi ➤ Dual Sided Printing: Yes 3. Card: ➤ Card Feeding: Automatic ➤ Card Size: ISO CR80 ➤ Card Thickness: 0.38mm (15mil), 0.76mm (30mil) ➤ Card Type: PVC, PET, Composite PVC 4. Print Speed: | | | | |

| | | | | |
|--|----------------------|---|-------|--|
| <ul style="list-style-type: none"> ➤ YMCKOK: 29 sec/card (124 cards/hour) ➤ YMCKO: Max. 23 sec/card (156 cards/hour) ➤ Monochrome: 5 sec/card (720 cards/hour) <p>5. Capacity:</p> <ul style="list-style-type: none"> ➤ Input Card Hopper: 80 Cards ➤ Output Card Hopper: 25 Cards <p>6. System:</p> <ul style="list-style-type: none"> ➤ Memory: 64MB RAM ➤ Interface: 1 LED Buttons ➤ Supported Platforms: Microsoft Windows 7/8/10, Mac OS, Linux ➤ Communication: USB, Ethernet (Option) ➤ Power Supply: Free Voltage (AC100/220V, 50~60Hz) ➤ Power Consumption: 48W <p>7. Inclusions:</p> <ul style="list-style-type: none"> ➤ 300 pcs PVC cards ➤ 1 full color ribbon (Good for 250 prints) ➤ Software Database <p>8. Warranty: 1 year parts and service</p> | | | | |
| 8. | LCD PROJECTOR | 3 | Units | |
| <p>1. Resolution, Projectors Facets: XGA</p> <p>2. Contrast Ratio, Projectors Facets: 15,000:1</p> <p>3. Brightness Range Lumens, Projectors Facets: 2000</p> <p>4. Features, Projectors Facets: Wifi, Quick Corner</p> <p>5. Laser / Lamp, Projectors Facets: Lamp</p> <p>6. Projection Technology: RGB liquid crystal shutter projection system</p> <p>7. White Light Output (Normal/Eco): 3,600lm / 2,235lm</p> <p>8. Colour Light Output: 3,600lm</p> <p>9. USB Interface:</p> <ul style="list-style-type: none"> ➤ USB Type A: 1 (for USB Memory, USB Document Camera, for Wireless LAN Unit, Firmware Update) ➤ USB Type B: 1 (for USB Display, Mouse, K/B, Control, Firmware Update) <p>10. Analog Input: D-Sub 15pin: 1 (Blue molding)</p> <p>11. Composite: RCA x 1 (Yellow): Digital Input:</p> <p>12. HDMI: 1 (MHL not supported)</p> <p>13. Audio Input: 2 RCA (White / Red): 1</p> <p>14. Contrast Ratio: 15,000:1</p> <p>15. Warranty: 1 year parts and service</p> | | | | |

| 9. | BARCODE LABEL PRINTER | 1 | Unit | |
|-----|---|---|------|--|
| 1. | Compatible Model: ZD421 | | | |
| 2. | Resolution: 203 dpi/8 dots per mm | | | |
| 3. | Memory: 512 MB Flash; 256 MB SDRAM | | | |
| 4. | Print Width: 4.09" (104mm) | | | |
| 5. | Print Speed: Up to 6 ips / 152mm per second maximum | | | |
| 6. | Dual-wall frame construction | | | |
| 7. | 5 status icon, 3 button user interface | | | |
| 8. | OpenACCESS for easy media loading | | | |
| 9. | USB 2.0, USB Host, Ethernet Connectivity Slot | | | |
| 10. | Direct Thermal | | | |
| 11. | Full width, moveable reflective/black mark sensor; multi-position transmissive/gap sensor | | | |
| 12. | Warranty: 1 year parts and service | | | |

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 commit to comply with all the above requirements.

Name of Company/Bidder

Bidder’s Signature over Printed Name

Date: _____

DURATION OF THE CONTRACT

The contract for the supply and delivery of Various ICT Equipment for DSWD FO-10 shall be **Sixty to Ninety (60-90) calendar days** from the date stipulated in the Notice to Proceed.

Scope of Works

1.2 The WINNING BIDDER shall supply and deliver the various ICT equipment to Field Office 10 based on their Delivery Schedule which includes of the following:

1. 2 Units Desktop Computer for Video Editing
2. 15 Units Desktop Computer for Encoders
3. 1 Set Video Teleconferencing Equipment which includes the following:
 - 1 Unit 70" 4K UHD SMART LED TV
 - 1 Pc Movable Heavy-Duty TV Stand for 70" 4K UHD SMART LED TV
 - 1 Set Ultra-HD Video Conferencing Package
4. 1 Unit Document Scanner for DMS
5. 1 Unit Document Scanner for 4Ps
6. 2 Units Payroll Printer for Personnel
7. 1 Unit PVC ID Printer
8. 3 Units LCD Projector
9. 1 Unit Barcode Label Printer

1.3 The WINNING BIDDER shall provide manuals, brochure of the product, or certification from the manufacturer that the specifications are true and correct.

1.4 The WINNING BIDDER shall conduct onsite installation of the **Video Teleconferencing Equipment** and provide hands-on training to the end-users of the said equipment.

II. WARRANTIES OF THE WINNING BIDDER

2.1 The WINNING BIDDER warrants that it shall conform strictly to the terms and conditions of this Terms of Reference.

2.2 The WINNING BIDDER shall provide **One (1) Year Warranty** on Parts and Service for the entire project at no additional cost to the DSWD 10. The warranty shall include free technical support and replacement units, parts and accessories that may fail during the warranty period.

2.3 The WINNING BIDDER shall not use the DSWD 10's name in publicity releases or advertising during and after the term of this contract without the DSWD 10's written permission.

V. SERVICE LEVEL AGREEMENT (SLA)

DSWD 10 shall maintain a Service Level Agreement (SLA) with the WINNING BIDDER as specified below:

| DESCRIPTION | SLA |
|---|---|
| 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 10 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 submission of “Final Certificate of Project Completion” issued by DSWD 10. 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’S ELIGIBILITY

- 7.1** Must have minimum of 5 years in the IT industry for the supply, delivery and installation of different IT equipment to ensure company competence and stability for supports.
- 7.2** Must have at least three (3) Technical Support staff for the repair and troubleshooting of equipment.
- 7.3** Must have done at least three (3) successful projects 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 various ICT equipment for DSWD FO-10 may be pre-terminated by the DSWD 10 for any violation of the terms of the contract. In case of pre-termination, the WINNING BIDDER shall be informed by the DSWD 10 five (5) days prior to such pre-termination.

8.2 The DSWD 10 shall have the right to blacklist the WINNING BIDDER in case of pre-termination.

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);
or

☐ (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,
and

☐ (c) Mayor’s or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
and

☐ (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).
Technical Documents

☐ (f) 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**

☐ (g) 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**

☐ (h) 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**

☐ (i) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**

☐ (j) Original duly signed Omnibus Sworn Statement (OSS); **and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

☐ (k) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**

☐ (l) 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

☐ (m) 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)

☐ (n) *[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.

☐ (o) 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).

