

NOTICE FOR NEGOTIATED PROCUREMENT

(Negotiated Procurement due to Two Failed Bidding)

SUPPLY AND DELIVERY OF ICT Equipment for CIU

1. The *Department of Social Welfare and Development Field Office 10* through the **Continuing Appropriations GAA 2022** intends to apply the sum of **One Million Two Hundred Forty-Nine Thousand Nine Hundred Seventy-Five Pesos (Php 1,249,975.00)** only being the Approved Budget for the Contract (ABC) to payments under the contract for the Supply and Delivery of ICT Equipment for CIU under NP-TFB No. 2023-02-02. 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 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. The procurement procedure that will be adopted is Negotiated Procurement considering that there has been two failure of biddings pursuant to Section 53.1 of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the “Government Procurement Reform Act”.

The procurement 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.

The Bids and Awards Committee (BAC) will engage in negotiation with a sufficient number of service providers to ensure effective competition. The selection of the successful offers shall be based on the best and final offer that be will submitted on a specified date, which could meet the DSWD FO 10’s minimum technical requirements and does not exceed the ABC.

4. Prospective bidders may obtain further information from *DSWD FO 10* BAC Secretariat at the address given below during weekdays (except holidays) from **8:00 AM – 5:00 PM starting February 15, 2023.**
5. The deadline for the manual submission of quotations/ proposals is on **February 27, 2022 @2:00 PM.** which shall be delivered at BAC Secretariat, DSWD Field Office 10, Mastersons, Avenue, Upper Carmen, Cagayan de Oro City. Late quotations/ proposals shall not be accepted.
6. Virtual opening of quotations/ proposals through videoconferencing via google meet shall be on **February 27, 2022@3:00 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.

7. The DSWD FO 10 will hold a supplier's forum to discuss the eligibility requirements, technical specifications and scope of work on **February 20, 2022 @ 1:00 PM.** via videoconferencing through google meet (<https://meet.google.com/hdf-urjb-pdu>).
8. 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 suppliers.
9. For further information, please refer to:

ATTY. JUSTINE PHILLIP O. TADEO

Head, BAC Secretariat

DSWD Field Office No.10

Masterson Avenue, Upper Carmen, Cagayan de Oro City

Tel No. (088) 858-6333 local 102

bac.fo10@dswd.gov.ph

10. You may visit the following websites for downloading of Notice for Negotiated Procurement: **www.philgeps.gov.ph** or **<https://fo10.dswd.gov.ph/>**

February 15, 2022

ZOSIMO G. BUTIL
SWO V/ BAC Chairperson

Checklist of Technical and Financial Documents

To ensure that DSWD FO 10 negotiates contract with a technically, legally, and financially capable supplier, the prospective supplier must submit the following documents (each supplier/bidder shall ***submit one (1) original and two (2) copies*** of the Technical and Financial Components in a sealed envelope duly marked and signed):

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

Financial Documents

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

Class “B” Documents

- (h) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;
- or**

duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

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).

General Conditions of Contract

1. Scope of Contract

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

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

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

2. 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

Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</p> <p>The delivery terms applicable to this Contract are delivered <i>at the designated areas 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 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 two 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) Two 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 including the delivery fee and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>Packaging –</p>
2	Payment using LC is not allowed.
	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.
4	No further instructions.

Technical Specifications

Supply and Delivery of ICT Equipment for CIU

ITEM	SPECIFICATIONS	QTY	UNIT	Statement of Compliance (indicate Bidder's specifications)
1	LAPTOP	25	unit	
2	MOUSE	25	unit	

For the Schedule of Delivery of the above-listed items, it shall be 30-45 working days from the date upon receipt of Notice to Proceed.

Delivery is Door-to-door to DSWD 10 Regional Office Compound

I. TECHNICAL SPECIFICATIONS (MINIMUM REQUIREMENTS)

1.1. LAPTOP (25 UNITS)

1.1.1 PROCESSOR: Intel Core i5 7th/8th generation; Base Clock Speed: ≥ 2.5 Ghz; Turbo Core Speed: ≥ 3.0 Ghz, Cores: ≥ 2 Cache: ≥ 2 MB Smart

1.1.2 OPERATING SYSTEM: Windows 10 professional 64 bit

1.1.3 MEMORY: Capacity: ≥ 8 Gb DDR4 2133 mhz

1.1.4 INPUT DEVICE: Multi-gesture touchpad with two-finger scroll support and standard numeric keypad

1.1.5 I/O PORTS: All ports should be INTEGRATED/BUILT-IN (no USB conversions/extension/adapters) 1.) ≥ 2 x USB 3.0 port

1.1.6 DISPLAY: ≥ 15.6 " FDH

1.1.7 VIDEO CAMERA: Built-in, HD

1.1.8 HARD DRIVE: ≥ 240 SSD SATA; ≥ 1 TB HDD SATA

1.1.9 OPTICAL DRIVE: DVD Writer (Optional)

1.1.10 SOUND SYSTEM: Integrated High Definition Audio system, microphone & speakers

1.1.11 BATTERY: ≥ 6 -cells battery pack, Up to 12 hours battery life per charge

1.1.12 CONNECTIVITY: must be INTERGRATED/BUILT-IN (no USB conversions/extension/adapters); Wireless: Integrated Dual Band Wireless – 802.11 ac/ab/g/n; Bluetooth 4.0

1.1.13 WARRANTY AND SLA: One (1) year Hardware and Labor Warranty

1.1.14 LAPTOP BAG

1.2 USB OPTICAL MOUSE (25 UNITS)

1.2.1 CONNECTION: USB

1.2.2 CONNECTIVITY: Wired

1.2.3 SCROLL: Yes

II. DURATION OF THE CONTRACT

The contract for the Supply and Delivery of ICT Equipment for CIU shall be thirty to forty-five (30-45) 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 ICT Equipment to Field Office 10 based on the delivery schedule which includes of the following:

- 25 Units Laptop
- 25 Units USB Optical Mouse with Scroll

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 FO10. 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 10’s name in publicity releases or advertising during and after the term of this contract without the DSWD FO 10’s written permission.

V. SERVICE LEVEL AGREEMENT

DSWD FO 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 FO 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 the submission of “Certificate of Completed Delivery” issued by DSWD FO 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 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 ICT Equipment for CIU may be pre-terminated by the DSWD FO 10 for any violation of the terms of the contract. In case of pre-termination, the winning bidder shall be informed by the DSWD FO 10 five (5) days prior to such pre-termination.

8.2 The DSWD FO 10 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: _____