

# BIDDING DOCUMENT FOR THE SUPPLY AND DELIVERY AND OF ICT EQUIPMENT FOR PHILRICE CES PB 22-02-14







### **Table of Contents**

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

## Section I. Invitation to Bid

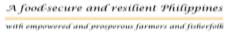




# INVITATION TO BID FOR THE SUPPLY AND DELIVERY OF ICT EQUIPMENT FOR PHILRICE CES PB 22-02-14

- 1. The Philippine Rice Research Institute, through the 2022 Corporate Fund Budget intends to apply the sum of ONE MILLION FOUR HUNDRED EIGHTY THOUSAND PESOS ONLY (PhP1,480,000.00) being the ABC to payments under the contract for the SUPPLY AND DELIVERY OF ICT EQUIPMENT FOR PHILRICE CES PB 22-02-14. Bids received in excess of the ABC shall be automatically rejected at bid opening.
- 2. The **Philippine Rice Research Institute** now invites bids for the above Procurement Project. Delivery of the Goods is required within the period specified in the Schedule of Requirements. Bidders should have completed, within **two (2) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
- 3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
  - a Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
- 4. Prospective Bidders may obtain further information from PhilRice through telecommunication or video conferencing during office hours and inspect the Bidding Documents at the PhilGEPS and PhilRice websites. (Kindly refer to the schedule below).
- 5. A complete set of Bidding Documents may be acquired by interested Bidders from the 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 **ONE THOUSAND FIVE HUNDRED PESOS ONLY (Php 1,500.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees either by facsimile, or through other electronic means.
  - We encourage bidders to download the bidding documents through PhilGEPS or the PhilRice website and pay through bank. Please coordinate with the BAC Secretariat through the email address and contact number given below for the bank details and procedure.
- 6. The Philippine Rice Research Institute will hold a Pre-Bid Conference through video conferencing or webcasting via zoom on the date specified below which shall be open to all prospective bidders. A Personal Meeting ID will be sent through SMS or email for each participant at least one day before the event. Prospective bidders need to signify their intention to participate by sending an email to the address given below.
- 7. Bids must be duly received by the BAC Secretariat at the address below one (1) day before the opening of bids. (i) manual submission or through courier at the office address indicated below. 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.

Bid opening shall be on **June 16**; **2022 2:00 PM** at the address given below via zoom. Bids will be opened in the presence of the bidder's representatives who choose to attend the activity.













- 9. The **Philippine Rice Research Institute** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
- 10. Please refer to the following schedule of activities:

Activity	Date/Time	Remarks
Acceptance of	May 26-27, 30-31,	Queries on the bidding documents only.
queries through telephone or video call with the BAC Secretariat	June 1-3 and 6-10, 13-15, 2022 8:00AM to 05:00 PM	Queries on the technical specifications should be in formal writing sent through email or fax, addressed to the BAC Chairperson through the BAC Secretariat.
Availability of	May 26-27, 30-31,	Downloadable through PhilGEPS, PhilRice
Bidding documents	June 1-3 and 6-10,	Website and can be requested through email.
and acceptance of Payment	13-15, 2022 8:00AM to 05:00 PM	Please call the BAC Secretariat for the procedures on online payment
Pre-Bid Conference	June 3, 2022;	Interested bidders shall signify intention to bid through email. A Personal Meeting
	02:00 PM	ID will be sent through email to confirmed participants.
Deadline for the	On or before June 15, 2022	Through personal delivery or through
submission of bids	5:00PM	courier at the BAC Secretariat Office.
Bid Opening	June 16, 2022	A Personal Meeting ID will be sent to
	Meeting Proper - 2:00PM	participants who submitted bid proposals on time.

11. For further information, please refer to:

#### THE BAC SECRETARIAT

Procurement Management Division Philippine Rice Research Institute Maligaya, Science City of Munoz, Nueva Ecija

Telefax: (044) 456-0650 Mobile No. 0998-224-8705 Website: www.philrice.gov.ph

You may visit the following websites:

For downloading of Bidding Documents: <u>www.philrice.gov.ph</u> and <u>www.philgeps.gov.ph</u>

Date: May 25, 2022

AURORA M. CORALES, PhD.

Chairperson, BAC for Goods and Services

#### **NOTICE/ANNOUNCEMENT**

DA DOES NOT CONDONE ANY FORM OF SOLICITATION ON ANY PROSPECTIVE WINNING AND LOSING BIDDERS BY ANY OF OUR STAFF/EMPLOYEES OR ANY OTHER PARTY. ANY SORT OF THIS KIND SHALL BE REPORTED IMMEDIATELY TO THE OFFICE OF THE SECRETARY OR THE NATIONAL BUREAU OF INVESTIGATION (NBI) FOR ENTRAPMENT AND PROPER INVESTIGATION.









## Section II. Instructions to Bidders

#### 1. Scope of Bid

The Procuring Entity, **Philippine Rice Research Institute** wishes to receive Bids for the **Supply and Delivery of ICT Equipment for PhilRice CES PB 22-02-14**.

The Procurement Project (referred to herein as "Project") is composed of Supply and Delivery IT Equipment 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 2022 Corporate Fund Budget in the amount of One Million Four Hundred Eighty Thousand Pesos Only (PhP 1,480,000.00)
- 2.2. The source of funding is:
  - a. The 2022 General Appropriations Act

#### 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.

a. Foreign ownership exceeding those allowed under the rules may participate pursuant to:

- i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
- ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
- iii. When the Goods sought to be procured are not available from local suppliers; or
- iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
  - a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

#### 6. Origin of Goods

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

#### 7. Subcontracts

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

The Procuring Entity has prescribed that:

a. Subcontracting is 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 **see the Schedule of activities above** and/or through videoconferencing/webcasting} as indicated in paragraph 6 of the **IB**.

#### 9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, **at least** 

ten (10) calendar days before the deadline set for the submission and receipt of Bids.

#### 10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII** (Checklist of Technical and Financial **Documents**).
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within 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, exwarehouse, ex-showroom, or off-the-shelf, as applicable);
    - ii. The cost of all customs duties and sales and other taxes already paid or payable;
    - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and

- iv. The price of other (incidental) services, if any, listed in e.
- b. For Goods offered from abroad:
  - i Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
  - ii. The price of other (incidental) services, if any, as listed in

#### 13. Bid and Payment Currencies

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

#### 14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration 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 **for 120 calendar days from the date of opening of bids.** Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

#### 15. Sealing and Marking of Bids

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

Bidders shall enclose their original eligibility and technical documents in one sealed envelope marked "ORIGINAL - TECHNICAL COMPONENT", and the original of their financial component in another sealed envelope marked "ORIGINAL - FINANCIAL COMPONENT", sealing them all in an outer envelope marked "ORIGINAL BID".

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

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

#### 16. Deadline for Submission of Bids

16.1. The Bidders shall submit on the specified date and time and either at its physical

#### 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.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII** (**Technical Specifications**), although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:
  - Option 1 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

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

For every mini-competition in Framework Agreement, the LCB shall likewise submit the required documents for final Post Qualification.

#### 21. Signing of the Contract

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

## Section III. Bid Data Sheet

# **Bid Data Sheet**

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be:
	a. SUPPLY AND DELIVERY OF ICT EQUIPMENT with almost the same with our required technical specifications
	b. Completed within <b>two (2) years</b> prior to the deadline for the submission and receipt of bids, equivalent to at least fifty percent (50%) of the ABC.
7.1	No further instructions.
12	The price of the Goods shall be quoted DDP and deliver to Philippine Rice Research Institute, Brgy. Maligaya, Science City of Munoz, Nueva Ecija or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:
	a The amount of not less than <u>Twenty Nine Thousand Six Hundred Pesos</u> <u>Only (PhP 29,600.00)</u> which is the amount equivalent to two percent (2%) of the ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or
	b The amount of not less than <u>Seventy Four Thousand Pesos Only (PhP 74,000.00)</u> which is the amount equivalent to five percent (5%) of ABC] if bid security is in Surety Bond.
19.3	The name of the Contract is <b>SUPPLY AND DELIVERY OF ICT EQUIPMENT FOR PHILRICE CES</b>
	The identification number of the Contract is <b>PB 22-02-14.</b>
20.2	Latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) for the last six months
	VAT Returns (Form 2550M & 2550Q) or Percentage Tax Return (2552M) with proof of payment
21.2	No additional requirement.

# Section IV. 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

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

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

#### 6. Liability of the Supplier

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

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

# Section V. Special Conditions of Contract

# **Special Conditions of Contract**

GCC			
Clause			
1	Delivery and Documents –		
	For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:		
	"The delivery terms applicable to the Contract are DDP delivered to <b>PhilRice</b> , <b>Maligaya</b> , <b>Science City of Munoz</b> , <b>Nueva Ecija</b> . In accordance with INCOTERMS."		
	"The delivery terms applicable to this Contract are delivered to <b>PhilRice</b> , <b>Maligaya</b> , <b>Science City of Munoz</b> , <b>Nueva Ecija</b> . Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination."		
	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).		
	For purposes of this Clause the Procuring Entity's Representative are the <i>Endusers from RCFSD</i> , <i>FMD</i> , <i>PPD</i> , <i>SED</i> , <i>ASPPD</i> , <i>ODEDASF</i> , <i>ODEDR and CPD</i> or their authorized representatives.		
	Incidental Services –		
	The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:		
	a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;		
	b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;		
	c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;		
	d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and		

e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

#### **Spare Parts** –

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- a such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
- b. in the event of termination of production of the spare parts:
  - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
  - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

The spare parts and other components required are listed in **Section VI** (**Schedule of Requirements**) and the cost thereof are included in the contract price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of at least three (3) years.

Spare parts or components shall be supplied as promptly as possible, but in any case, within 30 calendar days or 1 month of placing the order.

#### Packaging -

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.

The outer packaging must be clearly marked on at least four (4) sides as follows:

Name of the Procuring Entity
Name of the Supplier
Contract Description
Final Destination
Gross weight
Any special lifting instructions
Any special handling instructions
Any relevant HAZCHEM classifications

A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.

#### Transportation -

Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.

Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.

The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.

#### **Intellectual Property Rights –**

The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.

#### 2.2 Partial payment is not allowed.

4 The inspections and tests that will be conducted are:

- a. If applicable, the inspections and tests may be conducted on the premises of the Supplier at point of delivery, and/or at the goods' final destination. If conducted on the premises of the Supplier all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity. The Supplier shall provide the Procuring Entity with results of such inspections and tests.
- b. The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in this Clause provided that the Procuring Entity shall bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- c. The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity.
- d. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, shall release the Supplier from any warranties or other obligations under this Contract.

Section VI. Schedule of Requirements

# Section VI. Schedule of Requirements The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of

delivery to the project site.

Item no.	Description	Quantity	Unit	Total ABC	Division	Delivery Period
1	Desktop Computer	unit	3	195,000.00	RCFSD,	
					FMD, PPD	
2	Desktop Computer	unit	1	80,000.00	PPD	
3	Desktop Computer	unit	1	85,000.00	SED	
4	Desktop Computer	unit	1	130,000.00	PPD	30 days
5	Desktop Computer	unit	2	250,000.00	ASPPD	upon
						receipt of
6	Laptop Computer	unit	1	65,000.00	SED	PO/NTP
7	Laptop Computer	unit	1	60,000.00	ODEDASF	
8	Laptop Computer	unit	5	500,000.00	ODEDR	
9	Laptop Computer	unit	1	70,000.00	CPD	
10	Printer	unit	1	45,000.00	PPD	
	*****nothing follows****					

SECTION VII. Technical Specifications

SECTION VII. Technical Specifications

	Specification	
Item	Specification	Statement of Compliance
1	Three (3) Units Desktop Computer Brand New Desktop Computer Set, Processor Minimum Requirements: Processor: i5 11th gen or later or equivalent. 6 cores /12 threads, 2.6Ghz base frequency to 4.4Ghz turbo frequency, 12MB cache, 14nm Graphics: 2GB Memory with latest GPU, VGA port,DVI port, HDMI Optical Drive: DVD Writer  I/O: 4 USB ports with 2 USB3, PCIE port, 4 SATA ports, Gigabit Ethernet port, 2 memory banks DDR4 support, M.2 port Monitor: 22 inches (min) LED, VGA, DVI (optional)USB Keyboard and USB Mouse, Memory: 8GB DDR4 Storage: 1TB M.2 SSD Drive	Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidders statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.

	Operating System: Licensed	
	Professional, latest 64bitwith NTFS	
	file system, for network domain	
	environment	
	Office Productivity software:	
	Licensed, latest 32-64bit, Including	
	word processor, spreadsheet,	
	presentation FOR BUSINESS	
	presentation remarks	
	UPS: 650VA, line interactive, with	
	surge protection	
	(for RCFSD, FMD and PPD)	
2	One (1) Unit Desktop Computer	
	One (1) onit Desktop Computer	
	Branded, Brand New Desktop	
	Computer for CAD	
	Computer for GIE	
	Processor Minimum Requirements:	
	Processor: i7 10th gen or later 6	
	cores/12 threads	
	Graphics: 4GB DDR5	
	Monitor: 22 inches (min) LED, VGA,	
	DVI (optional)I/O: 4 USB ports with	
	2 USB3, PCIE port, Gigabit Ethernet	
	port	
	Memory: 2 x 8GB DDR4 (16GB)	
	3200Mhz, 2 memorybanks DDR4	
	support, M.2 port	
	Storage: 512GB SSD M.2 NVME	
	On a rating System, Liganood	
	Operating System: Licensed Professional, latest 64bitwith NTFS	
	•	
	file system, for network domain environment	
	environment	
	Office Productivity software:	
	Licensed, latest 32-64bit, Including	
	word processor, spreadsheet,	
	presentation FOR BUSINESS	
	UDG (FOYA I:	
	UPS: 650VA, line interactive, with	
	surge protection	
	(for PPD)	
3	One (1) Unit Desktop Computer	
	Desktop Computer SetBranded,	
	Brand New Tower	
	Processor: Minimum Requirements:	
	Processor: i7 10th gen or later 6	
	cores/12 threads	
	Graphics: 4GB DDR5	
	Monitor: 22inches (min) LED, VGA,	
	DVI (optional)I/O: 4 USB ports with	

2 USB3, PCIE port, Gigabit Ethernet port, Memory: 2 x 8GB DDR4 (16GB) 3200Mhz, 2memory banks DDR4 support, M.2 port Storage: 512GB SSD M.2 NVME Operating System: Licensed Professional, latest 64bitwith NTFS file system, for network domain environment Office Productivity software: Licensed, latest 32-64bit, Including word processor, spreadsheet, presentation FOR BUSINESS UPS: 650VA, line interactive, with surge protection (for SED) One (1) Unit Desktop Computer Set 4 Branded, Brand New Processor: Minimum Requirements: Processor: i7 10th gen or later, 6 Core, 12MB Cache, 3.20GHz, 4.6Ghz Turbo with UHD Graphics 630 (preferred) Graphics: 16GB GDDR6 with ECC, I/O: PCI Express 3.0x16, Display Port 1.4 (4) + VirtualLink, 265W, includes USC Type-C, 7680 x 4320 x 36 bpp at 60Hz, 448GB/sec memory bandwidth PSU: 850W 90% efficient (80PLUS Gold Certified) Energy Star Compliant Monitor: Full HD 32 inches. Memory: 64 GB (2x32 GB) DDR4 2666 MHz, ECC/Non-ECC SDRAM Storage: 8TB 3.5" 7200 SATA, ESG, HDD +256GB SSD M.2 NVMe Operating System: Licensed OS Professional, latest64bit with NTFS file system, for network domain environment; Office Productivity Software: Licensed, latest 32-64bit, including word processor, spreadsheet, presentation FOR BUSINESS;

UPS: 650VA (min), online type, with

surge protection

	(for PPD)	
5	Two (2) Unit Desktop Computer	
	Branded, Brand New	
	Processor: Minimum Requirements:	
	Processor: i7 11Gen or latest, 8	
	Cores	
	Graphics: 12GB GDDR6, 1807	
	MHz/15GPS, DisplayPort x 3, HDMI x 1 (supports 4k@120Hz)	
	Monitor: 32 inches	
	Keyboard & Mouse Combo	
	I/O: USB Type C with reversible	
	design, USB-C ports, USB 3.2 Gen 1	
	Type A ports, Mic in / Headphone	
	Out, Audio JAcks, HDMI port, Display	
	Port	
	Connectivity: Latest Wi-Fi 6E	
	(802.11 ax), GigabitEthernet LAN,	
	Bluetooth 5.2	
	Audio: 7.1 Channel HD Audio,	
	Memory: 32GB UDIMM DDR4 (16GB	
	x 2) Storage: 512GB NVMe SSD + 2 TB	
	HDD (7200rpm)	
	1100 (72001piii)	
	Operating System: Licensed	
	Professional, latest 64bitwith NTFS	
	file system, for network domain	
	environment	
	Office Productivity Software:	
	Licensed, latest 32-64bit, Including	
	word processor, spreadsheet, presentation FOR BUSINESS	
	presentation For BoshvEss	
	UPS: 650VA (min), online type, with	
	surge protection	
	(for ASPPD)	
6	One (1) Unit Laptop computer	
	Branded, Brand New	
	Processor: Minimum Requirements:	
	Processor: 11th gen or later, 2.4GHz	
	(4.2 GHzTurbo), 4 Cores, 8 Threads	
	Graphics: Integrated (300MHZ GPU,	
	1.41 TFLOPS,DDR4, 2.67 Gbps Mem	
	speed)	
	Display: 15.6 inch FHD Anti-glare	
	LED Backlight (Non-touch, Narrow)	
	Ports: with USB 3.2, HDMI 1.4, SD	
	Card reader Connectivity: Webcam	
	(above the screen), Bluetooth, 802.11ac Wi-Fi	
	OUZ.IIdC VVI-FI	L

	_	
	Keyboard: English International	
	with numeric keypad	
	Battery: 65W AC Adapter/ 3 cell	
	Battery,	
	Memory: 8GB DDR4	
	Storage: 512GB M.2 PCIe NVMe	
	Solid State Drive	
	Operating System: Licensed, latest	
	64bit with NTFSFile system	
	Office Productivity Software:	
	Licensed, latest 32-64bit, Including	
	word processor, spreadsheet,	
	presentation for BUSINESS	
	1	
	Softwares: Antivirus	
	Additional Peripherals: Wired	
	mouse (200-6000 dpi)	
	- Portable Drive (1TB, USB 3.0 or	
	higher, SSD)	
	(for SED)	
7	One (1) Unit Laptop Computer	
	Branded, Brand New,	
	Processor: Minimum Requirements:	
	Processor: i5 11th gen or later or	
	equivalent. 4 cores /8 threads,	
	1.6Ghz base frequency to 4.2Ghz	
	turbo frequency, 6MB cache, 14nm	
	Graphics: GPU with 2GB DDR5	
	memory graphics	
	Display: 14" LED	
	I/O: Wireless mouse, minimum of	
	3USB ports, VGA, HDMI (optional),	
	Memory: 8GB DDR4 2666	
	Storage: 1TB M.2 SSD	
	Operating System: Licensed OS,	
	latest 64bit withNTFS File system	
	Office Productivity Software:	
	Licensed productivitysuite, latest	
	32-64bit, Including word processor,	
	spreadsheet, presentation for	
	BUSINESS	
	Slim and Lightweight	
	(for ODEDASE)	
8	(for ODEDASF) Five (5) Unit Laptop Computer	
0	Branded, Brand New	
	Dianucu, Dianu New	
	Processor: Minimum Requirements:	
	Processor: i7 11th gen or later /	
	Troccosor. If I I III gell of later /	

	equivalent. 6 cores /12 threads,	
	2.6Ghz base frequency to 4.5Ghz	
	turbo frequency, 12MB cache, 14nm	
	Graphics: 4GB DDR5 memory	
	Display: 15" LED	
	I/O: Wireless mouse, USB2, USB3,	
	VGA (optional),HDMI	
	minimum 3 USB ports with built in	
	camera and microphone,	
	Memory: 16GB DDR4	
	Storage: 1TB M.2 SSD HDD	
	Operating System: Licensed, latest	
	64bit with NTFSFile system	
	Office Productivity Software:	
	Licensed, latest 32-64bit, Including	
	word processor, spreadsheet,	
	presentation for BUSINESS	
	Slim and lightweight	
	(C. ODEDD)	
	(for ODEDR)	
9	One (1) Unit Laptop computer	
	Branded, Brand New	
	D. M D	
	Processor: Minimum Requirements:	
	Processor: i7 11th gen or later /	
	equivalent. 6 cores /12 threads,	
	2.6Ghz base frequency to 4.5Ghz	
	turbo frequency, 12MB cache, 14nm	
	Graphics:2GB DDR5	
	Display: 14" LED	
	I/O: Wireless mouse, USB2, USB3,	
	VGA, HDMI (optional), minimum 3	
	USB ports,	
	Memory: 16GB DDR4	
	Storage: 1TB 2.5" SATA HDD +	
	256GB M.2SSD	
	On anating Contain Linear d latest	
	Operating System: Licensed, latest	
	64bit with NTFSFile system	
	Office Productivity Software:	
	Licensed, latest 32-64bit, Including	
	word processor, spreadsheet,	
	presentation for BUSINESS	
	presentation for DosiNESS	
	Slim and lightweight	
	Jama and agaiter engine	
	(for CPD)	
10	One (1) Unit Printer	
	Minimum Requirements:	
	Colored Laser Printer up to 21ppm	
	black up to 21ppm color	

up to 600x600 dpi print quality monthly duty cycle up to 40,000 pages800Mhz processor speed 2.7inch color graphic screen built in 802.11 b/g/n wireless connectivityUSB 2 and ethernet connectivity	
(for PPD)	
*****nothing follows****	

# Section VIII. Checklist of Technical and Financial Documents

#### **Checklist of Technical and Financial Documents**

The Eligibility & Technical Component shall contain the following: Kindly put tab markings on each of the requirements and arrange the documents in proper order. Please refer to ITB Clause 15 Sealing and Marking of Bids.

#### I. TECHNICAL COMPONENT ENVELOPE (First Envelope)

#### Class "A" Documents Legal Documents Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages); (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, (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; (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; 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 (1) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);

34

A committed Line of Credit from a Universal or Commercial Bank in lieu of

its NFCC computation. Class "B" Documents  $\prod$  (m) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence; 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 (Second Envelope) (a) Original of duly signed and accomplished Financial Bid Form; and ☐ (b) Original of duly signed and accomplished Price Schedule(s)

Bidders please SUBMIT the following documents DURING the Bid Opening (to be included in the Financial Proposal):

prepare in three (3) copies, one (1) original and two (2) duplicate copies

a) Latest Income & Business Tax Return (6 months)
 VAT Returns (Form 2550M & 2550Q) or Percentage Tax Returns (2552M) with proof of payment.

**POST-QUALIFICATION REQUIREMENTS**