PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

SUPPLY AND DELIVERY OF VARIOUS ICT EQUIPMENT

(Project Identification No. IB-2024-09-22)



EASTERN VISAYAS STATE UNIVERSITY

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

Glossaı	ry of Acronyms, Terms, and Abbreviations	4
Section	I. Invitation to Bid	7
Section	II. Instructions to Bidders	11
1.	Scope of Bid	12
2.	Funding Information	12
3.	Bidding Requirements	12
4.	Corrupt, Fraudulent, Collusive, and Coercive Practices	12
5.	Eligible Bidders	12
6.	Origin of Goods	13
7.	Subcontracts	13
8.	Pre-Bid Conference	13
9.	Clarification and Amendment of Bidding Documents	13
10.	Documents comprising the Bid: Eligibility and Technical Components	14
11.	Documents comprising the Bid: Financial Component	14
12.	Bid Prices	14
13.	Bid and Payment Currencies	15
14.	Bid Security	15
15.	Sealing and Marking of Bids	15
16.	Deadline for Submission of Bids	16
17.	Opening and Preliminary Examination of Bids	16
18.	Domestic Preference	16
19.	Detailed Evaluation and Comparison of Bids	16
20.	Post-Qualification	17
21.	Signing of the Contract	17
Section	III. Bid Data Sheet	18
Section	IV. General Conditions of Contract	23
1.	Scope of Contract	24
2.	Advance Payment and Terms of Payment	24
3.	Performance Security	24
4.	Inspection and Tests	24
5.	Warranty	25
6.	Liability of the Supplier	25
Section	V. Special Conditions of Contract	26
Section	VI. Schedule of Requirements	32
Section	VII. Technical Specifications	33
Section	VIII. Checklist of Technical and Financial Documents	37
Section	IX. Bidding Forms	40
AN	NEX A List of all Ongoing Government & Private Contracts	41

ANNEX B Statement of Single Largest Completed Contract (SLCC)	42
ANNEX C Bid Securing Declaration Form	43
ANNEX D Omnibus Sworn Statement (Revised)	44
ANNEX E Format Of Joint Venture Agreement (JVA)	46
ANNEX F Bid Form for the Procurement of Goods	48
ANNEX G Price Schedule for Goods Offered from Within the Philippines	50
ANNEX H Price Schedule for Goods Offered from Abroad	51

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





Project Identification Number: IB-2024-09-22

BIDS AND AWARDS COMMITTEE

Invitation to Bid

SUPPLY AND DELIVERY OF VARIOUS ICT EOUIPMENT

- 1. The EASTERN VISAYAS STATE UNIVERSITY, through the FY 2024 INTERNALLY GENERATED FUND (IGF) intends to apply the sum of Two Million Three Hundred Eighteen Thousand Nine Hundred Three Pesos and 85/100 Only (2,318,903.85) being the ABC to payments under the contract for IB-2024-09-22. Bids received in excess of the ABC shall be automatically rejected at bid opening.
- 2. The *EASTERN VISAYAS STATE UNIVERSITY* now invites bids for the above Procurement Project. Delivery of the Goods is required by *EVSU*, *Tacloban City within 60 calendar days from the receipt of Notice to Proceed*. Bidders should have completed, within 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.
 - 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 *EASTERN VISAYAS*STATE UNIVERSITY and inspect the Bidding Documents at the address given below during office hours from 9:00 A.M. to 5:00 P.M, Monday to Friday.
- 5. A complete set of Bidding Documents may be acquired by interested Bidders <u>September 11, 2024 – October 3, 2024 (except on Saturdays, Sundays & Holidays)</u> from the given address 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:

Total ABC of the Lot/s	Cost of Bidding Documents (in Php)
500,000.00 and below	500.00
More than 500,000.00 up to 1 million	1,000.00
More than 1 million up to 5 million	5,000.00

The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person or through e-mail at evsu.bacsecretariat@evsu.edu.ph.



Prospective bidders who intend to purchase the bidding documents may opt for the following mode of payment:

a. Payment at the EVSU-Main Campus Cashiering Office (transaction hours: 8:00 AM - 3:30 PM)

- i. Step 1: Proceed to the Office of the BAC Secretariat for the issuance of payment slip.
- ii. Step 2: Present payment slip to the Cashiering Office for payment of the bid docs fee.
- iii. Step 3: Present proof of payment/official receipt to the Office of the BAC Secretariat.
- iv. Step 4: BAC Secretariat release copy of the PBD, its Bid Bulletin/s, and other attachments.

b. Payment thru bank:

- Account name: **EVSU Tacloban Campus**
- Bank: Development Bank of The Philippines (DBP)
- Account number: **000-00090-775-3**

Note: Bidder must send its proof of payment for the fees to evsu.bacsecretariat@evsu.edu.ph

Bidding Documents may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) (wwwphilgeps.gov.ph) and the Eastern Visayas State University website (https://www.evsu.edu.ph) provided that Bidders shall pay the nonrefundable fee for the bidding documents not later than the submission of their bids.

- 6. The <u>Eastern Visayas State University</u> will hold a Pre-Bid Conference through a hybrid platform on <u>September 19, 2024, 2:00 P.M.</u> at Eastern Visayas State University at the Office of Vice President for Administration and Finance Conference Room, Tacloban City & through video conferencing via Google Meet which shall be open to prospective bidders.
- 7. Bids must be duly received by the BAC Secretariat thru:
 - a. The bidder has the option to submit bid electronically or manually on or before *October 3, 2024, 1:30 P.M.* If a bidder chooses to submit an electronic bid, the same bidder shall submit a bid manually for the same project on or before *October 8, 2024, 2:00 P.M.*, for evaluation purposes during post-Qualification. Further instructions on the submission and receipt of electronic bids are provided in BDS (ITB Clause 15); and,
 - b. If a bidder chooses to submit manually, the manual bid shall be sufficient for evaluation purposes during the Opening of Bids, and electronic submission shall no longer be required. The same shall be submitted at the address indicated below on or before *October 3*, 2024, 1:30 P.M (BAC Secretariat time).

Late bids shall not be accepted.



- 8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
- 9. Bid opening shall be through a hybrid platform at the Eastern Visayas State University at the Office of Vice President for Administration and Finance Conference room, Tacloban City & through video conferencing via Google Meet on October 3, 2024, 3:00 P.M. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
- 10. The *EASTERN VISAYAS STATE UNIVERSITY* reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
- 11. For further information, please refer to:

THE SECRETARIAT

Bids and Awards Committee Eastern Visayas State University Salazar Street, Quarry District, Tacloban City, Leyte 6500, Philippines Telephone No. 0953-355-7046 Tm

Email: evsu.bacsecretariat@evsu.edu.ph

(SGD) BENEDICTO T. MILITANTE, JR., Ph.D., J.D.

Vice President for Administration & Finance Chairperson, Bids and Awards Committee



Section II. Instructions to Bidders



1. Scope of Bid

The Procuring Entity, **Eastern Visayas State University** wishes to receive Bids for the **SUPPLY AND DELIVERY OF VARIOUS ICT EQUIPMENT** with identification number **IB-2024-09-22**.

The Procurement Project (referred to herein as "Project") is composed of 9 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 2024 in the amount of *Two Million Three Hundred Eighteen Thousand Nine Hundred Three Pesos and 85/100 Only (2,318,903.85)*.
- 2.2. The source of funding is *INTERNALLY GENERATED FUND (IGF) FY* 2024.

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. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
 - a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
 - 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.
- 5.4. 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 **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 at the *Office of Vice President for Administration and Finance Conference Room, Tacloban City & through video conferencing via Google Meet* 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, 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 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 **Philippine Pesos**.

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration¹ 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 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 the original and the number of copies of the first and second components of its Bid as indicated in the BDS.
- 15.2 The Procuring Entity may request *five* (5) sets (1 original and 4 authenticated photocopies) hard copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.



15.3 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 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.
- 19.2. 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 one (1) Project having several lots, which shall be awarded as separate contracts per lot. In case more than one (1) lot is awarded to the same bidder, one (1) contract may be entered into containing all the lots awarded.
- 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**.

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 VARIOUS ICT EQUIPMENT					
	b. completed within two (2) years prior to the deadline for the submission and receipt of bids.					
7.1	Subcontracting is not allowed.					
9	Prospective bidders may submit their written request for clar any part of the Bidding Documents, either to EVSU BAC Sec mail at evsu.bacsecretariat@evsu.edu.ph not later than Clarifications made and submitted beyond the abovementione entertained further.	retariat Office or through electronic September 23, 2024 (5:00 PM).				
14.1	The bid security shall be in the form of a Bid Securing Declar and amounts:	ation, or any of the following forms				
	FORMS OF BID SECURITY	AMOUNT OF BID SECURITY (EQUAL TO PERCENTAGE OF THE ABC)				
	Bid Securing Declaration; OR	NOTARIZED				
	 Cash, Cashier's/ manager's check issued by a Universal or Commercial Bank equivalent to Two Percent (2%); OR 					
	• Surety Bond equivalent to Five Percent (5%) (If security bond, attach the original copy of the official receipt of premium payment and certification issued by the Insurance Commission)					
15.2	Each Bidder shall submit one (1) original and four (4) readable authenticated copies of the fi second components of its bid. Documents to be submitted shall be properly tabbed and according to the title of the document attached for prompt identification: e.g., PhilGEPS Cerof Registration (Platinum) – PhilGEPS					
	For details in the preparation of sealed bids, please refer to the diagram below:					



TECHNICAL COMPONENT ORIGINAL **ORIGINAL** FINANCIAL COMPONENT TECHNICAL COMPONENT COPY 1 COPY 1 FINANCIAL COMPONENT TECHNICAL COMPONENT COPY 2 COPY 2 **FINANCIAL** COMPONENT TECHNICAL COMPONENT СОРҮ З COPY 3 FINANCIAL COMPONENT TECHNICAL COMPONENT COPY 4 COPY 4 FINANCIAL COMPONENT

Figure 1. Sealing of Bids (Illustration of bids with 1 original and 4 copies, each box in the diagram represents a sealed envelope)

All envelopes shall:

- be addressed to the Procuring Entity's BAC;
- bear the name and address of the Bidder in capital letters;
- contain the name of the contract to be bid in capital letters;
- bear the specific identification of this bidding process indicated in the ITB Clause 1; and bear a warning "DO NOT OPEN BEFORE..." the date and time for the opening of bids, as specified in the IB.



TO THE BIDS AND AWARDS COMMITTEE EASTERN VISAYAS STATE UNIVERSITY

FROM

(Name of Bidder in Capital Letters)

ADDRESS

(Address of Bidder in Capital Letters)

BID REF. NO.

(In Capital Letters, Indicate the Pharse):

"DO NOT OPEN BEFORE:

15.3 Guidelines for Electronic Submission of Bids:

- a) The Bidder must submit a soft copy of their bids through e-mail to evsu.bacsecretariat@evsu.edu.ph at any time before October 3, 2024, 1:30 P.M.
- b) In the online submission of bids, a two-folder system will be utilized. The first folder contains the requirements of the Technical Component checklist as presented under Section VIII and shall be labeled "TECHNICAL COMPONENT". The second folder contains the requirements of the Financial Component checklist and is marked "FINANCIAL COMPONENT".
- c) The documentary requirements shall be segregated and labelled according to the type of document for prompt identification (e.g., PhilGEPS Certificate of Registration (Platinum) labelled as PhilGEPS) and each shall be in Portable Document Format (PDF).
- d) Each folder shall be compressed in Zip, RAR or 7z format with password protection. Submitted bidding documents that are not in compressed archive format and are not password protected, will be automatically rejected.
- e) The password for accessing the file shall be disclosed by the Bidders during the bid opening which may be done in person or face-to-face through videoconferencing, webcasting, e-mail or similar technology.
- An electronic copy that cannot be opened or is corrupted shall be considered nonresponsive and, thus, automatically disqualified.
- g) For further information, please refer to:

VINCENT B. CABANTOC

Head, BAC Secretariat CP No. 0953-355-7046 - TM

Email Add: evsu.bacsecretariat@evsu.edu.ph

19.2 Partial bid is NOT allowed. All Goods are grouped in items/lots listed below.

ITEM NO.	PARTICULARS	QTY	UNIT	TOTAL AMOUNT
1	DESKTOP COMPUTER	1	Lot	776,296.85
2	LAPTOP	1	Lot	973,000.00
3	DOCUMENT SCANNER	1	Lot	85,000.00



1							
	4	PRINTER	1	Lot	86,082.00		
	5	EXTERNAL HARD DRIVE	1	Lot	26,500.00		
	6	PROJECTOR	1	Lot	272,200.00		
	7	UNINTERRUPTIBLE POWER SUPPLY (UPS), AUTOMATIC VOLTAGE REGULATION (AVR) & ROUTER	1	Lot	72,648.00		
	8	DIGITAL VOICE RECORDER	1	Lot	9,177.00		
	9	COMPUTER MONITOR	1	Lot	18,000.00		
19.5	The Net Financial Contracting Capacity (NFCC), which must be at least equal to the ABC to be bid, is calculated as follows: NFCC = [(Current assets minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.						
20.1	No furth	ner instruction.					



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. *In the case* of Framework Agreement, the Bidder may opt to furnish the **performance security** or a **Performance Securing Declaration** as defined under the Guidelines on the Use of Framework Agreement.

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. 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							
1	Delivery and Documents –						
	Contract are delivered to Eastern Tacloban City . Risk and title will y upon receipt and final acceptance						
	terms	ery of the Goods shall be made by the specified in Section VI (Schedule ng and/or other documents to be furnished).	of Requirements). The details of				
	For G	loods supplied from within the Philipp	ines:				
	_	delivery of the Goods to the Project ring Entity and present the following of					
	(i) Original and four copies of the Supplier's invoice showing Odescription, quantity, unit price, and total amount;						
	(ii)	(ii) Original and four copies delivery receipt/note, railway receipt, or receipt;					
	(iii) Original Supplier's factory inspection report;						
	(iv)	Original and four copies of the warranty certificate;	Manufacturer's and/or Supplier's				
	(v)	(v) Original and four copies of the certificate of origin (for importe Goods);					
	(vi)	Delivery receipt detailing number a signed by the authorized receiving pe	•				
	(vii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site; and						
	(viii) Four copies of the Invoice Receipt for Property signed by the Procuri Entity's representative at the Project Site.						
	For purposes of this Clause the Procuring Entity's Representative of the is:						
		END USER PR. No.					
		JOEL A. TORRES, D.M.D. University Dental					
		ROSE ANNA L. REFUERZO, DM Dean, COBE 02-0168-24 COBE					



ERLINDA G. AYLES	04-0316-24 LIBRARY
University Librarian	04-0344-24 LIBRARY
AR. CHARLOTTE B. MONTAÑO, OFS, MARCH	04-0356-24 CAAD
Dean, CAAD	05-0381-24 CAAD
GLENDA B. TUPAZ, DA Dean, CAS	05-0411-24 CAS
BIATO C. AMBE, JR., Ed.D. Director, Culture & Arts	05-0397-24 CULTURE & ARTS
DORIS ANN S. ESPINA, CPA, CSEE	07-0481-24 ASD
Chief Administrative Officer for Administration	07-0479-24 ASD
JOEL A. ALFARERO Director, Sports Development Office	08-0521-24 SDO

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:

- performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- a. 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
- 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.
- a. 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 thirty (30) calendar days.

Spare parts or components shall be supplied as promptly as possible.

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 No further instruction.

3

In accordance with Section 39 of the 2016 Revised IRR of RA 9184, and to guarantee the faithful performance by the winning bidder of its obligations under the contract, it shall post a performance security within a maximum period of ten (10) calendar days from the receipt of the Notice of Award from the Procuring Entity and in no case later than the signing of the contract.

The Performance Security shall be denominated in Philippine Pesos and posted in favor of the Procuring Entity in an amount not less than the percentage of the total contract price in accordance with the following schedule:



	Form of Performance Security	Amount of Performance Security (Not less than the Percentage of the Total Contract Price)
	 a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank. For biddings conducted by the LGUs, the Cashier's/Manager's Check may be issued by other banks certified by the BSP as authorized to issue such financial instrument. 	
	b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	Five percent (5%)
	For biddings conducted by the LGUs, the Bank Draft/ Guarantee or Irrevocable Letter of Credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.	
	c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Thirty percent (30%)
		f the award and forfeiture of the bid security, as shall have a fresh period to initiate and complete
4	The inspection and test shall be conducted in Campus, Tacloban City. The inspections and test the required specifications.	•
5.1	The period for correction of defects in t	he warranty period is fifteen (15) days.



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.

	SUPPLY AND DELIVERY OF VARIOUS ICT EQUIPMENT				
ITEM NO.	DESCRIPTION	QTY	UNIT	DELIVERED, WEEKS/MONTHS	
1	DESKTOP COMPUTER	1	Lot		
2	LAPTOP	1	Lot		
3	DOCUMENT SCANNER	1	Lot	MUST BE	
4	PRINTER	1	Lot	WITHIN SIXTY	
5	EXTERNAL HARD DRIVE	1	Lot	(60) CALENDAR DAYS UPON	
6	PROJECTOR	1	Lot	RECEIPT OF THE	
7	UNINTERRUPTIBLE POWER SUPPLY (UPS), AUTOMATIC VOLTAGE REGULATION (AVR) & ROUTER	1	Lot	NOTICE TO PROCEED (NTP)	
8	DIGITAL VOICE RECORDER	1	Lot		
9	COMPUTER MONITOR	1	Lot		

(Name of Bidder/Company)	
(Signature Over Printed Name of	of Authorized Representative
(Designation)	
(Date)	



Section VII. Technical Specifications



Technical Specifications

	SUPPLY AND DELIVERY OF VARIOUS ICT EQUIPMENT				
ITEM NO.	DESCRIPTION			STATEMENT OF COMPLIANCE COMPLY/NOT COMPLY	
	DESKTOP COMPUTERS				
	PR NO. 08-0521-24 SDO				
	Desktop Computer, Specs: Intel Core I5-134op 4.60,8gb Ddr+256gb M.2 Ssd+1tb HDD, Intel Iris Xe Graphics, 2.38 FHD (1920x1080), Lan + Wi-Fi + Bluetooth + Camera + HDMI Out (2x), Built-In Speakers + Window 11 Home, MS Office Home and Student 2021, Usb Keyboard and Mouse	1	Unit		
	PR NO. 07-0479-24 ASD				
	Desktop Computer (All-in-One Desktop Touch 13th Gen Intel Core i7-1355U (12 MB cache, 10 cores, 12 threads, up to 5.00 GHz Turbo) 16GB 2 x 8 GB, DDR4, 3200 MHz 512GB, M.2, PCIe NVMe, SSD Intel Iris Xe Graphics Pro Wireless Keyboard & Mouse 23.8-inch FHD (1920 x 1080) Anti-Glare Narrow Border AIT Infinity Touch Display Retractable Camera with FHD RGB + IR, non-tilt Intel Wi-Fi 6E AX211, 2x2, 802.11ax, Bluetooth wireless card Windows 11 Home)	2	Units		
	PR NO. 05-0381-24 CAAD				
1	Supply and Delivery i7 Desktop Computer Specs: Motherboard: LGA 1700 12th gen socket supported mother board, Processor: Intel Core i7-12700, RAM: 16gb DDR4 3600mhz, GPU: RTX3050 8GB, SSD: 512GB M.2, HDD: 1TB 7200RPM, Power Supply: 650w 80+ Bronze True rated, Chassis: Midtower Case, Monitor: 27" 1920x1080p, 144hz Monitor, Keyboard, Mouse	2	Units		
	PR NO. 04-0356-24 CAAD				
	Desktop Computer Specs: Motherboard: LGA1700 12th gen socket supported motherboard, Processor: Intel Core i7-12700, RAM: 16gb DDR4 3600mhz, GPU: RTX 3050 8gb, SSD: 512GB M.2, HDD: 1TB 7200RPM, Power Supply: 650w 80+ Bronze True rated, Chassis: Mid-Tower Case, Monitor: 27" 1920x1080p 144hz Monitor, Keyboard, Mouse	2	Units		
	PR NO. 04-0344-24 LIBRARY				
	Desktop Computer i9 All-in-one, Specs: 17.3 & quot; FHD (1920x1080), 360JHz 3ms. IPS-Level Core i9-11900H; NVIDIA GeForce RTXx3070; 32GB (16G*2) DDR4 3200MHz; 1TB NVMe SSD; Keyboard & mouse	1	Unit		
	PR NO. 02-0056-24 DENTAL				
	Desktop Windows 11 Home SL W/ MS Office for Home & Student Intel Core i7- 13700 8 GB 256GB SSD 1TB HDD, Intel® UHD 770 Graphics for 13th Generation 23.8" screen monitor 1920x1080 @60Hz Keyboard & Mouse	1	Unit		
	LAPTOP				
2	PR NO. 07-0479-24 ASD Laptop (Intel Core i5-1335U, 10C (2P + 8E) / 12T, P-core 1.3 / 4.6GHz, E-core 0.9 / 3.4GHz, 12MB 16GB DDR4 3200 (8GB Soldered DDR4-3200 + 8GB SO-DIMM DDR4-3200) 512GB SSD M.2 2242 PCIe 4.0x4 NVMe Opal 2.0 14inch WUXGA (1920x1200) IPS 300nits Anti-glare, 45% NTSC Intel Wi-Fi 6 AX201, 11ax 2x2 + BT5.1 Windows 11 Pro, with mouse, charger and bag)	1	Unit		



	PR NO. 02-0168-24 COBE			
	Laptop Technical Specification: Processor: Intel Core i5 Memory: 8GB Storage 1&2: 256GB SSD & ITD HDD Graphics: Intel UHD Graphics Display 14inch HD 1366x768 O.S. Windows 11 Pro	15	Units	
DOCUMENT SCANNER				
3	PR NO. 04-0344-24 LIBRARY Overhead Book and Documents Scanner Specs: Page size A4, Resolution 285x218 dpi, Compatibility Mac OS, windows 10, Windows 11 Scanning Speed3 secs at 300dpi	1	Unit	
	PRINTER			
4	PR NO. 07-0480-24 ASD			
	Printer With Scanner & Photocopy Wireless printing 4 - Wi-Fi Direct® and Ethernet for work groups. Paper capacity - Print 100 pages without interruptions. ADF - For easy copying, scanning and faxing. Compact and Durable Ecological Design, print up to A3+, Easy operation with Smart Panel version 4.3, with Print Head Cleaning notification, Replaceable Maintenance Box and Pick Up Roller, Ultra-high page yield of 7,000 pages (colour), Thousands of prints without interruptions2 - One set of replacement ink bottles is equivalent to 35 sets of ink cartridges3. New EcoFitTM - Ink filling system keyed, automatic, and clean. Frontal tank - For easy monitoring of ink. More compact design - New integrated tank design to reduce space. With drivers, Power cable, USB cable, 4 initiation ink bottles: black, cyan, magenta and yellow	1	Unit	
	PR NO. 04-0344-24 LIBRARY			
	Printer (3in1) Specs: Legal size w/ specs 3in1 color, multi-Function ink tank printer, print, scan, copy up to 17/16.5, ipm print speed up to 6 sec (Mono)/6.5 sec (colour) first, print-out time up to 1,200x6,000 dpi print quality 150 sheets standard paper tray 20 sheets; Automatic document feeder 80 sheets multipurpose tray automatic. 2- sided printing, ethernet and wireless	3	Pcs	
	EXTERNAL HARD DRIVE			
5	PR NO. 05-0397-24 CULTURE & ARTS			
	External Hard Drive 2TB Specs: Accelerated your performance and score some downtime with one touch android app to back up photos and videos-freeing up device space, plug up to 2 TB capacity and simple plug. Travel-size and styled right, work seamlessly from the drive wherever you are.	1	Рс	
	PR NO. 04-0344-24 LIBRARY			
	External Hard Drive 4TB Specs: USB Type-C connector 810F, USB 3.0 Read/Write Speed: 90MB/s	2	Pcs	
6	PROJECTOR PR NO. 05-0411-24 CAS Projector Specifications: Projection System: 3LCD, 3-Chip technology			
	Native Resolution: 1280 x 800 (WXGA) Color Brightness: 4000 lumens White Brightness: 4,000 lumens Light source: Lamp USB Interface: USB Type A (For wireless LAN, Firmware update Network: Wireless Digital Input: HDMI Audi Input: 2 RCA: 1	8	Units	



	PR NO. 02-0168-24 COBE			
	Projector Pointers Res laser pointer; RF 2.4 4GHZ technology & USB receiver type; Page down and page up buttons; Lock/ unlock switch; Page-turning support; Battery operated (1x23A); Remote control range- 15 meters; in the pack 1x laser pointer; Flip pen 1x USB Receiver 1x; PU Leather Case	5	Sets	
	UNINTERRUPTIBLE POWER SUPPLY (UPS), AUTOMATIC VOLTAGE REGULATION (AVR) & ROUTER PR NO. 08-0521-24 SDO	E		
	ROUTER, Specs: AC1750 Wireless, MU - MIMO Gigabit	1	Unit	
	PR NO. 07-0479-24 ASD			
	UPS Uninterruptible Power Supply	4	Units	
	PR NO. 04-0316-24 LIBRARY			
	UPS - 2000VA	5	Pcs	
7	PR NO. 05-0397-24 CULTURE & ARTS			
	Converter AVR 1000 watts Specs: AID 1000 Aide 600w-100VA UPS uninterruptible power supply Product Name: AWP AID 1000 aide 600w-1000VA UPS AVR Uninterruptible power supply Microprocessor: based digital control Input Voltage 220/230/240 VAC 1 Phase 50 Hz/60 Hz Overload and short circuit protection, AVR boost and buck, fastest charging capacity auto charging at off mode, Rating - 1000VA/600W, Battery: 1x12V/9Ah Interface: 4x Universal socket form factor: Tower Dimensions: 95x320x160mm Weight: 5.3kg SKU: PH2019139	1	Unit	
	DIGITAL VOICE RECORDER			
	PR NO. 07-0481-24 ASD			
8	Digital Voice Recorder (Battery Type, Built-In Lithium Battery, Built-In Memory 4 GB, Built-In Microphone, Calendar Search, Lcd Backlight, Maximum Files Per Folder: 199, Maximum Files (Total) 5,000 Files, Pc Connectivity, Mp3 Recording Format, Scene Select Sync Recording Function, Recording Monitor, Fm Radio Recording, Vor, A-B Repeat, Folder Name Change (Without Using Pc), Digital Pitch Control (Speed Control), Folder Name Change (Without Using Pc), Graphic Equalizer, Easy Search, Noise Cut With Clear Voice Recording)Battery: 1x12V/9Ah Interface: 4x Universal socket form factor: Tower Dimensions: 95x320x160mm Weight: 5.3kg SKU: PH2019139	1	Unit	
	COMPUTER MONITOR			
9	PR NO. 04-0316-24 LIBRARY			
	Computer External Monitor - 27 inches, 1080p	1	Pc	

	Computer External Monitor - 27 inches, 1080p
(Nar	ne of Bidder/Company)
(Sign	nature Over Printed Name of Authorized Representative)
(Des	ignation)
(Dat	e)

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents Legal Documents 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 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 Conformity with the Technical Specifications, which may include (e) production/delivery schedule, manpower requirements, and/or aftersales/parts, if applicable; 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 The prospective bidder's computation of Net Financial Contracting Capacity (g) (NFCC) or A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation. Class "B" Documents If applicable, a duly signed joint venture agreement (JVA) in case the joint (h) 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.

II. FINANC	CIAL COMPONENT ENVELOPE
(i)	Original of duly signed and accomplished Financial Bid Form; and
(j)	Original of duly signed and accomplished Price Schedule(s).
<u>Other do</u>	ocumentary requirements under RA No. 9184 (as applicable)
(k)	[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.
(l)	Certification from the DTI if the Bidder claims preference as a Domestic
— —	Bidder or Domestic Entity.



Section IX. Bidding Forms



Business Name

ANNEX A

List of all Ongoing Government & Private Contracts including contracts awarded but not yet started

lame of contract	Date of Contract	a. Owner's Nameb. Addressc. Telephone Nos.	Contract Duration	Date of Delivery	Kinds of Goods	Amount of Contract	Value of Outstandin Contracts
VERNM	<u>ENT</u>						
IVATE							
							_
Note:							
State al not sim 1) N 2) N	ilar in natur Notice of Av Notice to Pro ffidavit that	ontracts including co e and complexity to ward or Contract oceed issued by the of the bidder asserted reasons. Attach lette	the contract to owner (in the a all efforts in	o be bid. absence of N requesting the	lotice to Pro ne NTP. Ind	oceed (NTP), e	xecute an



Designation

Date

ANNEX B

Statement of Single Largest Completed Contract (SLCC) Similar to the Contract to be Bid

Name of Contract	Date of Contract	d. Owner's Name e. Address f. Telephone Nos.	Contract Duration	Date of Delivery	Kinds of Goods	Amount of Complete Contract
Note: This state	ment shall be s	supported with:	1			
1) Notice of	Award or Con	tract				
affidavit t	hat the bidder	by the owner (in the asserted all efforts in tach letter of request	n requesting	g the NTP. In	dicate the circ	
2) Contificate	of End-users	Acceptance or Offici	ial Receint/s	s or Sales Inv	roice	

(Printed Name and Signature)

ANNEX C

Bid Securing Declaration Form

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

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

BID SECURING DECLARATION Project Identification No.: [Insert number]

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

I/We, the undersigned, declare that:

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant

[Jurat]

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

ANNEX D

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]		

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

AFFIDAVIT

- I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:
- 1. [Select one, delete the other:]

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

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

2. [Select one, delete the other:]

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

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

- 3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;
- 4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
- 5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
- 6. [Select one, delete the rest:]

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, Procurement Agent if engaged, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;



[If a partnership or cooperative:] None of the officers and members of [Name of Bidder] is related to the Head of the Procuring Entity, Procurement Agent if engaged, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a corporation or joint venture:] None of the officers, directors, and controlling stockholders of [Name of Bidder] is related to the Head of the Procuring Entity, Procurement Agent if engaged, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

- 7. [Name of Bidder] complies with existing labor laws and standards; and
- 8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the [Name of the Project].
- 9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
- 10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

IN WITNESS	WHEREOF, 1	have	hereunto	set	my	hand	this	 day	of	,	20	at	 ,
Philippines.													

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant

[Jurat]

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



ANNEX E

FORMAT OF JOINT VENTURE AGREEMENT (JVA)

KNOW ALL MEN BY THESE PRESENTS:

That this JOINT VENTURE AGREEMENT is entered into by and between:

(*Name of Company*), a corporation duly organized and registered under Philippine law, with principal office address at (*address*), and represented herein by (*Position*), (*Name*)

-and-

(Name of Company), a corporation duly organized and registered under Philippine law, with principal office address at (address), and represented herein by (Position), (Name)

That the above parties are duly authorized by their respective corporations to enter into and bind their respective corporations to a Joint Venture Agreement, pursuant to a valid Board Resolution issued by their respective Board of Directors/Trustees.

That all parties agree to join together their manpower, equipment, and what is needed to establish a project-specific Joint Venture for the purpose of bidding, and if successful, undertaking of the hereunder stated project of the NATIONAL ECONOMIC AND DEVELOPMENT AUTHORITY (NEDA).

NAME OF PROJECT	ABC

That both parties agree to be jointly and severally liable for the entire assignment.

That both parties agree that (<u>Name of Company</u>) shall act as the lead organization and (<u>Name of Company</u>) as partner organization; and (<u>Name of Company</u>), as the lead organization, will oversee the administration and content of the eligibility and proposal submissions, coordinate with NEDA on any matter that needs attending to, and implement the project in the event that the joint venture wins the bid.

That both parties agree that <u>(Name)</u>, <u>(Position)</u>, of <u>(Name of Company)</u>, shall be the Official Representative of the Joint Venture, and is granted full power and authority to do, to execute, and perform any and all acts necessary, and/or to represent the Joint Venture in the entire bidding and implementation process, as fully and effectively as the Joint Venture may do so as if personally present, without prejudice to the authority of the Joint Venture partners to exercise their power of substitution and revocation.

,	That this Jo	oint V	/enture	Agreement	shall	remain	in	effect	only	for	the	above	stated	Projec	ct
until ter	minated by	both	parties	or in the eve	ent of	an unsu	icc	essful l	biddir	ng.					

In witness thereof, we	ave hereunto affixed our signatures this	day of
2024 at _		

1	HAS STAT	1
3		1
ER	4	8
15		3/

(Name of Co	ompany)	(Name of Company)	<u>)</u>	
by:		by:		
<u>(Name)</u> (<u>Po</u>	(Name) (Position) (Name) (Position)			
	WITNESSES	:		
<u>(Signature of</u> (Name of W		(Signature of Witnes (Name of Witness)		
Address:	Address	(Ivanic of Withess)		
	ACKNOWLEDGE	MENT		
	nom to while of			
BEFORE ME, a Notary Public fo		nce/Municipality) of _	this	
day of2021, per	sonally appeared:			
	ID PRESEN	TFD/	PLACE	
NAME	EXPIRATION		OF ISSUE	
			ISSCE	
known to me and to me known to they acknowledged to me to be th				
this page in which this Acknowl	ledgement is written, d			
witnesses on each and every page	hereof.			
Doc. No				
Page No				
Book No Series of				
·				



ANNEX F

Bid Form for the Procurement of Goods

[shall be submitted with the Bid]

BID FORM

Date:	
Project Identification No.:	

To: [name and address of Procuring Entity]

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

If our Bid is accepted, we undertake:

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

[Insert this paragraph if Foreign-Assisted Project with the Development Partner:

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address	Amount	Purpose of
of agent	and	Commission or
_	Currency	gratuity
	·	
(if none, state		
"None")		



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

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

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

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

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

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



ANNEX G

Price Schedule for Goods Offered from Within the Philippines [shall be submitted with the Bid if bidder is offering goods from within the Philippines]

For Goods Offered from Within the Philippines

Name of Bidder					PI	oject ID r	NO	Page _	01
1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Fina Destination (col 9) x (col 4)
Le _s	gal Capaci	ty:			I behalf of				



ANNEX H

Price Schedule for Goods Offered from Abroad

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

			For Goo	ods Offered f	rom Abro	ad		
Name of Bidder				P	Pageof			
1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (Specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Pridelivered DDP
Name:								
Legal (Capacity: _							
Signatu	ure:							
Duly a	uthorized t	to sign the	Bid for an	d behalf of: _				

