

#### Republic of the Philippines

#### Department of Education

Cordillera Administrative Region

#### PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Government of the Republic of the Philippines

REBIDDING FOR THE SUPPLY AND DELIVERY OF FIRST AID KIT (LOT 1), TOOLS & EQUIPMENT (LOT 2), AND ICT EQUIPMENT (LOT 3) FOR THE DISASTER RISK REDUCTION MANAGEMENT (DRRM) PREPAREDNESS AND RESPONSE INTERVENTIONS FOR THE DEPED-CAR

DepEd-CAR RO CB-2023-11-014.1

Sixth Edition
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### **Table of Contents**

Gloss	sary of Acronyms, Terms, and Abbreviations	3
Secti	ion I. Invitation to Bid	7
	ion II. Instructions to Bidders	
1.	Scope of Bid	
2.	Funding Information	
3.	Bidding Requirements	
4.	Corrupt, Fraudulent, Collusive, and Coercive Practices	
5.	Eligible Bidders	
6.	Origin of Goods	12
7.	Subcontracts	12
8.	Pre-Bid Conference	13
9.	Clarification and Amendment of Bidding Documents	13
10.	Documents comprising the Bid: Eligibility and Technical Compon	ents13
11.	Documents comprising the Bid: Financial Component	13
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	
18.	Domestic Preference	16
19.	Detailed Evaluation and Comparison of Bids	16
20.	Post-Qualification	17
21.	Signing of the Contract	17
Secti	ion III. Bid Data Sheet	18
Secti	ion IV. General Conditions of Contract	21
1.	Scope of Contract	22
2.	Advance Payment and Terms of Payment	22
3.	Performance Security	22
4.	Inspection and Tests	22
5.	Warranty	23
6.	Liability of the Supplier	24
Secti	ion V. Special Conditions of Contract	25
Secti	ion VI. Schedule of Requirements	29
	ion VII. Technical Specifications	
	on VIII. Checklist of Technical and Financial Documents	
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#### Glossary of Acronyms, Terms, and Abbreviations

**ABC** – Approved Budget for the Contract.

**BAC** - Bids and Awards Committee.

**Bid** – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as *Proposal* and *Tender*. (2016 revised IRR, Section 5[c])

**Bidder** – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

**Bidding Documents** – The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

**BIR** - Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

**Consulting Services** – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

**CDA** - Cooperative Development Authority.

**Contract** – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

**CIF** – Cost Insurance and Freight.

**CIP** - Carriage and Insurance Paid.

**CPI** - Consumer Price Index.

**DDP** – Refers to the quoted price of the Goods, which means "delivered duty paid."

**DTI** – Department of Trade and Industry.

**EXW** – Ex works.

**FCA** – "Free Carrier" shipping point.

**FOB** – "Free on Board" shipping point.

**Foreign-funded Procurement or Foreign-Assisted Project**— Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

**Framework Agreement** – Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as "Call-Offs," are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)

**GFI** - Government Financial Institution.

**GOCC** – Government-owned and/or –controlled corporation.

**Goods** – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term "related" or "analogous services" shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** - International Commercial Terms.

**Infrastructure Projects** – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

**LGUs** - Local Government Units.

NFCC - Net Financial Contracting Capacity.

**NGA** - National Government Agency.

**PhilGEPS** - Philippine Government Electronic Procurement System.

**Procurement Project** – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

**PSA** - Philippine Statistics Authority.

**SEC** - Securities and Exchange Commission.

**SLCC** - Single Largest Completed Contract.

**Supplier** – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 3.8 of GPPB Resolution No. 13-2019, dated 23 May 2019). Supplier as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.

**UN** - United Nations.

## Section I. Invitation to Bid



# Republic of the Philippines Department of Education Cordillera Administrative Region Wangal, La Trinidad, Benguet

#### INVITATION TO BID FOR THE

# REBIDDING FOR THE SUPPLY AND DELIVERY OF FIRST AID KIT (LOT 1), TOOLS & EQUIPMENT (LOT 2), AND ICT EQUIPMENT (LOT 3) FOR THE DISASTER RISK REDUCTION MANAGEMENT (DRRM) PREPAREDNESS AND RESPONSE INTERVENTIONS FOR THE DEPED-CAR

- 1. The Department of Education Cordillera Administrative Region (DepEd- CAR), through the 2023 General Appropriation Act of FY 2023 intends to apply the sum of Three Million Nine Hundred Seventy-Seven Thousand Pesos (P 3,977,000.00) Only being the Approved Budget for the Contract (ABC) to payments under the contract for the Rebidding for the Supply and Delivery of First Aid Kit (Lot 1), Tools & Equipment (Lot 2), and ICT Equipment (Lot 3), for the Disaster Risk Reduction Management (DRRM) Preparedness and Response Interventions of the DepEd CAR with identification number DepEd-CAR RO CB-2023-11-014.1. The ABC for each of the lots are as follows:
  - a. Lot 1: One Million Nine Hundred Sixty-Eight Thousand Pesos (P 1,968,000.00) Only with identification number: DepEd-CAR RO CB-2023-11-014.1 Lot 1
  - b. Lot 2: One Million Six Hundred Eighty-Nine Thousand Pesos (P 1,689,000.00) Only with identification number: DepEd-CAR RO CB-2023-11-014.1 Lot 2
  - c. Lot 3: Three Hundred Twenty Thousand Pesos (P 320,000.00) Only with identification number: DepEd-CAR RO CB-2023-11-014.1
     Lot 3

Bids received in excess of the ABC per lot shall be rejected at bid opening.

- 2. The DepEd- CAR through the Bids and Awards Committee (BAC) now invites bids for the above Procurement Project. Delivery of the goods is required within sixty (60) calendar days from the receipt of the Notice to Proceed. Bidders should have completed, within five (5) 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 **DepEd-CAR Regional Office** and inspect the Bidding Documents at the address given below from **8:00 AM to 5:00 AM** during working days.
- 5. A complete set of Bidding Documents may be acquired by interested bidders starting on November 14, 2023 (if physically, during office hours only) from the BAC Secretariat and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest guidelines issued by the GPPB, in the amount of:
  - a. Lot 1: Two Thousand Pesos (P 2,000.00) Only.
  - b. Lot 2: Two Thousand Pesos (P 2,000.00) Only
  - c. Lot 3: Five Hundred Pesos (P 500.00) Only

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity, provided that bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

- 6. The DepEd-CAR Regional Office will hold a Pre-Bid Conference on November 22, 2023 (Wednesday) at 8:30 AM at the OARD, DepEd-CAR RO, Wangal, La Trinidad, Benguet, which shall be open to prospective bidders.
- 7. Bids must be duly received by the BAC Secretariat at the Office of the Assistant Regional Director of the DepEd-CAR RO, address below, on or before 8:30 AM of December 6, 2023 (Wednesday). Late bids shall not be accepted.

#### RONALD B. CASTILLO, CESO V

BAC Chairperson Procurement Unit Office (BAC Secretariat Office) DepED-CAR Regional Office Wangal, La Trinidad, Benguet

- 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 on December 6, 2023 (Thursday) at 8:31 AM at the OARD, DepEd- CAR, Wangal, La Trinidad, Benguet. Bids will



- be opened in the presence of the bidders' representatives who choose to attend the activity.
- 10. The DepEd-CAR 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:

Atty. Edward C. Magalgalit, Jr./Randolph Flyn B. Daculog Procurement Unit Office (BAC Secretariat Office) DepED-CAR Regional Office Wangal, La Trinidad, Benguet Email address: car.procurement@deped.gov.ph Tel. No. (074) 422-1318 Cp No. 09178218490/09207930509 depedcar.ph

12. You may visit the following websites: For downloading of Bidding Documents: *depedcar.ph* 

November 13, 2023 [Date of Issue]

RONALD B. CASTILLO, CESO V

BAC Chairperson

Procurement Unit

Section	<b>II</b>	<b>Instructions</b>	to	Ridders
Section	11.	111311 111111111111113	LU	Diudeis

#### 1. Scope of Bid

The Procuring Entity, **Department of Education- Cordillera**Administrative Region wishes to receive Bids for the Rebidding for
the Supply and Delivery of First Aid Kit (Lot 1), Tools & Equipment
(Lot 2), and ICT Equipment (Lot 3), for the Disaster Risk Reduction
Management (DRRM) Preparedness and Response Interventions of
the DepEd - CAR with the following:

- **a.** Lot 1: Identification Number DepEd-CAR RO CB-2023-11-014.1 Lot 1
- **b.** Lot 2: Identification Number DepEd-CAR RO CB-2023-11-014.1 Lot 2
- c. Lot 3: Identification Number DepEd-CAR RO CB-2023-11-014.1 Lot 3

The Procurement Project (referred to herein as "Project") is composed of **three (3) lots**, the details of which are described in Section VII (Technical Specifications).

#### 2. Funding Information

2.1. The GOP through the source of funding as indicated below for **2023 GAA** in the amount of:

LOT NO.	ABC
	One Million Nine Hundred Sixty-
1	Eight Thousand Pesos
	(P 1,968,000.00) Only
	One Million Six Hundred Eighty-
2	Nine Thousand Pesos
	(P 1,689,000.00) Only
3	Three Hundred Twenty Thousand
3	Pesos (P 320,000.00) Only

#### 2.2. The source of funding is:

a. NGA, the 2023 General Appropriation 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. 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 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

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 November 22, 2023 (Wednesday) at 8:30 AM at the OARD, DepEd- CAR Regional Office, Wangal, La Trinidad, Benguet.

#### 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 **five (5) 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, exfactory, 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 Declaration<sup>1</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until **within sixty (60)** calendar days from the bid opening. 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 is requested to submit three (3) copies/sets of the first and second components of its Bid. The use of tabs is also encouraged to facilitate examination of documents.

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.

15

<sup>&</sup>lt;sup>1</sup> In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

#### 16. Deadline for Submission of Bids

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

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

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

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

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

#### 18. Domestic Preference

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

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

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "passed," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. 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: One Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

#### 20. Post-Qualification

20.1. 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	
	a. Items with expiration date shall expire not sooner than six (6) months upon delivery of the items.
3	b. Provide picture and/or official brochure or unamended sales literature specifying the brand and/or model of the product offered (see Section VII, Technical Specifications). To be attached with the compliance of the Technical Specifications
5.3	For this purpose, contracts similar to the Project shall be:  a. 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 50% of the ABC.  b. Contracts related to:
	<ol> <li>Lot 1: Supply and Delivery of Medicines or First Aid Kits or Go Bags (Emergency Kit Bags)</li> <li>Lot 2: Supply and Delivery of DRRM Hardware Tools &amp; Equipment and/or Personal Protective Equipment (PPE)</li> <li>Lot 3: Supply and Delivery of ICT Equipment</li> <li>c. completed within five (5) years prior to the deadline for the</li> </ol>
	submission and receipt of bids.
7.1	Subcontracting is not allowed.
12	The price of the Goods shall be quoted DDP <b>DepEd-CAR Regional Office</b> 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 <b>Php 39,360.00</b> [two percent (2%) of 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 <b>Php 98,400.00</b> [five percent (5%) of ABC] if bid security is in Surety Bond.

#### Lot 2: P 1,689,000.00

- a. The amount of not less than **Php 33,780.00** [two percent (2%) of 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 **Php 84,450.00** [five percent (5%) of ABC] if bid security is in Surety Bond.

#### Lot 3: P 320,000.00

- a. The amount of not less than **Php 6,400.00** [two percent (2%) of 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 **Php 16,000.00** [five percent (5%) of ABC] if bid security is in Surety Bond.
- 19.3 The project composed of **three (3) lots** and shall be award by lot.

#### Lot 1: P 1,968,000.00

Item No.	Item Name	Unit	Qty
1.	First Aid Kit (for schools)	kit	1,900
2.	Go Bag for IEC	set	17

#### Lot 2: P 1,689,000.00

Item No.	Item Name	Unit	Qty
1.	Solar Lamp with cell phone charging capability	piece	265
2.	Portable chain saw	set	9
3.	Heavy Duty Led Flashlight	piece	24
4.	Rain coat set (pants & jacket)	set	50

#### Lot 3: P 320,000.00

Item	Item Name	Unit	Qty
No.			
1.	Laptop	unit	1
2.	Printer	unit	2
3.	DSLR camera with bag	unit	1
4.	Bluetooth speaker	piece	9
5.	65W Power Bank	piece	25

- 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 LCB, the Bidder shall submit copies of the following requirements:
  - a. Latest income and business tax returns; printed copies of the Electronically filed Income Tax and Business Tax Returns with copies of their respective Payment Confirmation Forms for the Immediately preceding calendar/tax year from the authorized agent bank (filed and paid through the BIR Electronic Filing and Payment System - eFPS).

21.1	No Further Instructions or No Additional Documents

# 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**

	Special Conditions of Contract
GCC Clause	
1	a. Date of Delivery: Lot 1 to 3: within sixty (60) calendar days from the receipt of Notice to Proceed (NTP)
	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:  [For Goods supplied from abroad] "The delivery terms applicable to the Contract are DDP delivered at DepEd- CAR Regional Office. In accordance with INCOTERMS."
	[For Goods supplied from within the Philippines:] "The delivery terms applicable to this Contract are delivered at DepEd- CAR Regional Office. 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 at the Project Site is <b>DepEd- CAR Regional Office</b> , <b>Asset Management Section – Administrative Officer V</b> .
	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.

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.

#### 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 Schedule of Payment:

Payment shall be made after full delivery of the items. A Three percent (3%) retention money shall be deducted for items with product warranty of one (1) year

#### 4 Delivery and Inspection:

a. The supplier shall be responsible for the transport of the Goods from the Store up to the DepEd-CAR RO.

- b. All Goods to be delivered to the DepEd-CAR RO shall be within the technical specifications.
- c. Only Goods with the best quality and/or within the technical specifications shall be acceptable to the Department.
- d. All DepEd-CAR RO found to be with defects, imperfections, and poor quality shall be rejected by the DepEd-CAR RO at any stage of the contract implementation.
- e. Delivery shall be during office hours (8:00-5:00). The Supplier shall refrain from delivering goods on Saturday, Sunday, and Holidays.
- f. Delivered Goods at the DepEd-CAR RO shall be inspected and accepted by the DepEd-CAR RO inspectorate team and accepted.
- g. The Delivery Receipt (DR) shall be signed by the Asset Management Section of the DepEd-CAR RO.

Warranty - Under Section 62.1 of the 2016 revised IRR of RA No. 9184.

For the procurement of Goods, in order to assure that manufacturing defects shall be corrected by the supplier, a warranty security shall be required from the contract awardee for a minimum period of three (3) months, in the case of Expendable Supplies, or a minimum period of one (1) year, in the case of Non-expendable Supplies, after acceptance by the Procuring Entity of the delivered supplies.

The obligation for the warranty shall be covered by either retention money in an amount equivalent to at least one percent (1%) but not to exceed five percent (5%) of every progress payment, or a special bank guarantee equivalent to at least one percent (1%) but not to exceed five percent (5%) of the total contract price.

The said amounts shall only be released after the lapse of the warranty period or, in the case of Expendable Supplies, after consumption thereof: Provided, however, That the supplies delivered are free from patent and latent defects and all the conditions imposed under the contract have been fully met.

The Supplier warrants that any damage or defect in the goods delivered, the supplier shall automatically and immediately replace the same with no question at no cost to the DepEd-CAR RO

Failure to do so, will be a valid ground to terminate the contract for default and cause the blacklisting of the supplier from participating in any government contracts for a period of 5 years

### 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.

Lot 1:

Item No.	Description	Unit	Qty	Delivered, Weeks/Months
1.	First Aid Kit (for schools)	kit	1,900	Date of Delivery: within sixty (60) calendar days from
2.	Go Bag for IEC	set	17	the receipt of Notice to Proceed (NTP)

<sup>\*</sup> The performance of the obligations under the Contract shall not go beyond the validity of the appropriation for the Project.

I hereby certify to comply	and deliver all the above requirements.	
 Name of Company/Bidder	Signature Over Printed Name of Representative	Date

Lot 2:

Item No.	Description	Unit	Qty	Delivered, Weeks/Months
1.	Solar Lamp with cell phone charging capability	piece	265	Date of Delivery: within sixty (60) calendar days from the receipt of Notice to Proceed
2.	Portable chain saw	set	9	
3.	Heavy Duty Led Flashlight	piece	24	
4.	Rain coat set (pants & jacket)	set	50	(NTP)

<sup>\*</sup> The performance of the obligations under the Contract shall not go beyond the validity of the appropriation for the Project.

I hereby certify to comply	and deliver all the above requirements.	
Name of Company/Bidder	Signature Over Printed Name of Representative	 Date

Lot 3:

Item No.	Description	Unit	Qty	Delivered, Weeks/Months
1.	Laptop	unit	1	Date of Delivery: within sixty (60)
2.	Printer	unit	2	calendar days from
3.	DSLR camera with bag	unit	1	the receipt of Notice to Proceed
4.	Bluetooth speaker	piece	9	(NTP)
5.	65W Power Bank	piece	25	

<sup>\*</sup> The performance of the obligations under the Contract shall not go beyond the validity of the appropriation for the Project.

I hereby certify to comply	and deliver all the above requirements.	
Name of Company/Bidder	Signature Over Printed Name of Representative	Date

Section VI	I. Techni	ical Spec	ifications
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# **Technical Specifications**

Ite m	Specification	Statement of Compliance
		[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 crossreferenced 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 Bidder's 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.]

LOT 1: P 1,968,000.00

	LOT 1: P 1,968,000.00	T	T		
Item	Specification	unit	Quantity	Statement of Compliance (State whether you comply or not comply)	state the brand and model of the specifying product offered with an attachment of picture and/or official brochure or unamended sales literature
1.	First Aid Kit (for schools)	kit	1,900		
	First Aid Bag or box with the -3 pieces insect sting relief pa	d, 2 ply,	_		
	<ul> <li>-2 pieces 4x4 dressing (sterile</li> <li>-1 set Triangular bandage wit</li> <li>-1 piece ice pack</li> <li>-1 pair paramedic scissors</li> </ul>		au		
	-2 pairs vinyl gloves, exam qu -1 tube First Aid antibiotic Oi -1 sachet Burn gel, at least 3.	ntment, a 5 g	t least 28g		
	<ul> <li>-10 pads Alcohol cleansing/p</li> <li>-1 piece Trauma pad, 5" x 9"</li> <li>-1 piece sterile eye pad, 6cm x</li> <li>-2 rolls sterile gauze, 2"</li> <li>-10 bzk antiseptic wipes/towe</li> <li>-1 piece Arm sling, medium, 8</li> <li>-1 piece First aid care tweezer</li> </ul>	x 8 cm elettes 3.5" x 17" rs, 4"			
0	<ul><li>-1 piece First Aid Instruction</li><li>-100 pieces band aids</li><li>-1 bottle Povidone Iodine, at l</li></ul>				
2.	Go Bag for IEC	set	17		
	lightweight, anti-smash and Size of bag:	tent state anket, radio, wit roperated stle, th adjuste multi-point impact re	ed in item th 4X size th 4X size th 4X size		
	H- 43-46 cm; L-18-32CM; W-	17-20cm			

Name of Company/Bidder	Signature Over Printed Name of Representative	——— Date

I hereby certify to comply with all of the above Technical Specifications

LOT 2: P 1,689,000.00

Item	Specification	unit	Quantity	Statement of Compliance (State whether you comply or not comply)	state the brand and model of the specifying product offered with an attachment of picture and/or official brochure or unamended sales literature
1.	Solar Lamp with cell phone charging capability	piece	265		
	<ul> <li>specifications:</li> <li>* 150 -300 lumens</li> <li>• Built-in two-way USB port</li> <li>• withstands up to 150 lbs of</li> <li>• Lightweight: 6.0-8.0 oz</li> <li>• Waterproof</li> <li>• Operating temp: 32°F - 11</li> <li>* overcurrent protection</li> <li>* Heavy duty and with at lease</li> </ul>	f pressur 3°F (0°C -	– 45°C)		
2.	warranty  Portable chain saw	set	9		
	Specifications:  * POWER - Gas  * POWER WEIGHT - 12-13 lbs  * GUIDE BAR LENGTH - 18-20  *OILMATIC CHAIN - 325" RM3  *ENGINE POWER- 3.49 -5.00 b  *DISPLACEMENT-50-55 cc				
	Heavy Duty Led Flashlight	piece	24		
	Rechargeable battery and che High quality Aluminum alloy Compact, Water Resistant, Forcosion Power: 30-40 W Brightness: at least 1000 lust Lightning Modes (High-mestrobe-SOS) Adjustable Focutelescopic Zoom! Up to 800m light distance	, Lightwe Resist rus .mens dium-low	eight & t and		
	Rain coat (pants & jacket)	set	50		

	with luminous strip wrist & waist	e		
inner li	ning made of high gra	ade mesh		
Adjusta	able hood and neckli	ne		
Color:	Gray, Black or Blue			

Date

Name of Company/Bidder Signature Over Printed Name of Representative

Item	LOT 3: P 320,000.00  Specification	unit	Quantity	Statement of Compliance (State whether you comply or not comply)	state the brand and model of the specifying product offered with an attachment of picture and/or official brochure or unamended sales literature
1.	Laptop	unit	1		
	specifications:		1		
	Capacity:				
	Processor				
	Total Cores: 6				
	# of Performance-cores : 2				
	Number of Efficient-cores : 4				
	Total Threads: 8				
	Max Turbo Frequency : 4.40 C	Hz			
	Performance-core Max Turbo		: 4.40 GHz		
	Efficient-core Max Turbo Fro				
	Processor Base Power : 15 W	1			
	Maximum Turbo Power: 55 W				
	Minimum Assured Power: 12	W			
	Memory:8 GB DDR4-3200 MH	z RAM			
	Hard drive: M.2 SSD(512 GB)				
	Display				
	35.6 cm (14") diagonal, FHD (1 micro-edge, 250 nits, 45% NTS		30), multitouc	h-enabled, IPS, ed	ge-to-edge glass,
	Wireless connectivity				
	Realtek Wi-Fi 6 (2x2) and Blue	tooth® 5.2	2 combo (Supi	 porting Gigabit da	ta rate)
	Expansion slots		, 11		,
	1 microSD media card reader	•			
	External ports				
	1 SuperSpeed USB Type-C® 10 HP Sleep and Charge); 2 Super smart pin; 1 headphone/micro Power supply type: 65 W Smar polymer	Speed US phone cor	B Type-A 5Gb nbo	ps signaling rate;	1 HDMI 2.1; 1 AC
	Battery type : 3-cell, 43 Wh Li-i	on polyme	r		
	Video Playback Battery life :	- 0			
	Webcam	•			
	Wide Vision 720p HD camera v digital microphones; Audio : A				
	Warranty period: at least 1 year	ar			

2.	Printer	unit	2	
	can Scan-Print-Copy black and ADF format; Continuous Ink; V Borderless printing up to 4R; 2 With service center available w Benguet * With at least 1 year warranty			
3	DSLR camera with bag			
	Image: Effective pixels: 24-63 MP ISO minimum: 100 Iso maximum: 12800-25600 ISO Auto, Image format: JPEG Image format: raw Sensor: Sensor type: CMOS Sensor size: 23.5x15.6mm - 36 35.9x23.9mm Shutter: Shutter Speed: 1/4000 to 1/86 Video resolution: Video resolution: Video format: MPEG-4, H.264 Optics & Focus Autofocus Continuous shooting: 5fps - 26 Lens: 50mm - 150mm with Au Focal length: 50mm-70mm with self-timer, ISO Auto, imand autofocus	5x24mm - 000 9.9 fps utofocus		
4	Bluetooth speaker	piece	9	
	• Waterproof and dustproof, good sound quality, with a effects Portable (not more than 7" in length) fast charging with working times the strength of the str			
	65W Power Bank	piece	25	

Output Interface: Double USB		
Input Interface: Micro Usb		
Shell Material: Metal		
Fast Charging USB C 4-Port PD3.0		
Capacity: 20000mAh/3.7V 74Wh		
Rated Capacity: 12000mAh		
Energy Conversion Rate: more than 75%		
Micro Input: 5V/2A, 9V/2A Max		
Type C Input: 5V/3A, 5.5V/3A, 9V/2A Max		
Input for iP: 5V/2A, 9V/2A Max		
	′1.5A	
USB 2 Output: 4.5V/5A, 5V/4.5A, 5V/3A, 9V/2A, 12V/ Max	/1.5A	
Type C Output: 5V/3A, 9V/2A, 12V/1.5A Max		
Type C + USB 1 Output: 5V/3A Max		
Type C + USB 2 Output: 5V/3A Max		
USB 1 + USB 2 Output: 5V/3A Max	'	
Type C + USB 1 + USB 2 Output: 5V/3A Max		
Can Charge Laptop		
	Input Interface: Micro Usb  Shell Material: Metal  Fast Charging USB C 4-Port PD3.0  Capacity: 20000mAh/3.7V 74Wh  Rated Capacity: 12000mAh  Energy Conversion Rate: more than 75%  Micro Input: 5V/2A, 9V/2A Max  Type C Input: 5V/3A, 5.5V/3A, 9V/2A Max  Input for iP: 5V/2A, 9V/2A Max  USB 1 Output: 4.5V/5A, 5V/4.5A, 5V/3A, 9V/2A, 12V/Max  USB 2 Output: 4.5V/5A, 5V/4.5A, 5V/3A, 9V/2A, 12V/Max  Type C Output: 5V/3A, 9V/2A, 12V/1.5A Max  Type C + USB 1 Output: 5V/3A Max  Type C + USB 2 Output: 5V/3A Max  USB 1 + USB 2 Output: 5V/3A Max  Type C + USB 1 + USB 2 Output: 5V/3A Max	Input Interface: Micro Usb  Shell Material: Metal  Fast Charging USB C 4-Port PD3.0  Capacity: 20000mAh/3.7V 74Wh  Rated Capacity: 12000mAh  Energy Conversion Rate: more than 75%  Micro Input: 5V/2A, 9V/2A Max  Type C Input: 5V/3A, 5.5V/3A, 9V/2A Max  Input for iP: 5V/2A, 9V/2A Max  USB 1 Output: 4.5V/5A, 5V/4.5A, 5V/3A, 9V/2A, 12V/1.5A  Max  USB 2 Output: 4.5V/5A, 5V/4.5A, 5V/3A, 9V/2A, 12V/1.5A  Max  Type C Output: 5V/3A, 9V/2A, 12V/1.5A Max  Type C + USB 1 Output: 5V/3A Max  Type C + USB 2 Output: 5V/3A Max  Type C + USB 2 Output: 5V/3A Max  Type C + USB 2 Output: 5V/3A Max  Type C + USB 1 + USB 2 Output: 5V/3A Max

I hereby certify to comply	$\tau$ with all of the above Technical Specifications	3
Name of Company/Bidder	Signature Over Printed Name of Representative	Date

# Section VIII. Checklist of Technical and Financial Documents

## Checklist of Technical and Financial Documents

#### I. TECHNICAL COMPONENT ENVELOPE

#### Class "A" Documents

<u>Legal D</u>	<u>ocuments</u>
(a)	Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
	al 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; <b>and</b>
(c)	Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the
□ (a)	2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; <b>and</b>
∐ (d)	Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
	or Original copy of Notarized Bid Securing Declaration; and
(e)	Conformity with the Technical Specifications with attached Picture and/or official brochure or unamended
	sales literature specifying the brand and model of the
	product offered, which may include production/delivery
	schedule, manpower requirements, and/or after-sales/parts, if applicable; <b>and</b>
(f)	Original duly signed (Revised: 10 items) 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.
<u>Financio</u>	<u>al Documents</u>
(g)	The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);
	or A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

		Class "B" Documents
	(h)	If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;
		<u>or</u>
		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 d	ocumentary requirements under RA No. 9184 (as applicable)
	(i)	[For foreign bidders claiming by reason of their country's
		extension of reciprocal rights to Filipinos Certification from the
		relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities
		for the same item or product.
	☐ (j)	Certification from the DTI if the Bidder claims preference as a
		Domestic Bidder or Domestic Entity.
<b>.</b> -	D131 4 31 6	
<b>4</b> 5		CIAL COMPONENT ENVELOPE Original of duly signed and accomplished Financial Rid Forms
	∐ (a)	Original of duly signed and accomplished Financial Bid Form; and
	☐ (b)	Original of duly signed and accomplished Price Schedule(s).
	Ш ( /	

**Note**: Templates for the bid forms as follows:

- a. List of Ongoing Government and Private Contracts
- b. Statement of Single Largest Completed Contract
- c. Bid Securing Declaration Form;
- d. Omnibus Sworn Statement (Revised);
- e. Bid Form
- f. Price Schedule for Goods offered within the Philippines and;
- g. Price Schedule for Goods Offered from Abroad; are herein attached.

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

Business Name	:						
Business Addre							<del></del>
Name of	Date of	a. Owner's Name	Contract	Date of	Kinds of	Amount of	Value of
Contract	Contract	b. Address	Duration	Delivery	Goods	Contract	Outstanding
		c. Telephone Nos.					Contracts
GOVERNMEN	Т						
DDDVATE							<u> </u>
PRIVATE			1		<u> </u>	T	
similar in nature following: 1. Notice of Aw 2. Notice to Pro	e and complex ward or Contra oceed issued b rted all efforts	oy the owner (in the ab in requesting the NTP.	e bid. Statem	nent must be	e supported	by a copy of the	ne vit that
Submitted by:			to d Nove o o	d Cianah wa			
Designation :		(Prin	ted Name an	u Signature)	1		
Designation .							

NOTE: Use another sheet if necessary

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

<b>Business Name</b>	e:					
Name of	Date of	a. Owner's Name	Contract	Date of	Kinds of	Amount of
Contract	Contract	b. Address	Duration	Delivery	Goods	Completed
		c. TelephoneNos.				Contract
Note: This stat	ement shall be	supported with:				
1. Certificate o	of End-users Acc	eptance or Official Receipt,	s or Sales Invoic	e.		
Submitted by	:					
Jasinicca by	•	(Printed Na	ame and Signatu	re)		
Designation	:			,		
Dato						

#### **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]

#### **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, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

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

IN	WITNESS	WHEREOF,	I have	hereunto	set my	hand	this	day of	f, ′	20	at
	,	Philippines.									
				[Insert	<i>NAME</i>	OF BL	DDER (	OR ITS A	AUTHO	RIZE	D
						REPR	ESENTA	ATIVE]			
					[Insert	signat	ory's le	gal cap	acity]		
					_		Affiant				
				[Jura	ıt]						

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

### Bid Form for the Procurement of Goods

[ѕпан ве ѕивтива жип іне Бш]
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:
<ul> <li>to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);</li> </ul>
<ul> <li>to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;</li> </ul>
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 and Purpose of of agentCurrencyCommission or 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:					

### 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				Project ID No				_of	
1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit  (col 5+6+7+8 )	Total Price delivered Final Destination (col 9) x (col 4)
Name: Legal Capacity: Signature:									

Duly authorized to sign the Bid for and behalf of:

# Price Schedule for Goods Offered from Abroad

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

For Goods Offered from Abroad										
Name	of Bidder				Project II	D No	Page of			
1	2	3	4	5	6	7	8	9		
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)		
Name:										
Legal Capacity:										
Signature:										
Duly a	Duly authorized to sign the Bid for and behalf of:									

