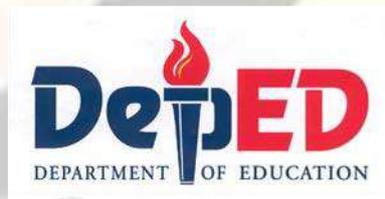


PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Supply, Delivery, Installation of Video Conferencing Equipment

Government of the Republic of the Philippines



Bureau of Learning Resources – Learning Resources Production Division

OCTOBER 2020

2020c-BLR4(003)-BIII-CB-008

**Sixth Edition
October 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.

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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

Notes on the Invitation to Bid

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria (*e.g.*, the application of a margin of preference in bid evaluation).

The IB should be incorporated in the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.



Republic of the Philippines
Department of Education



PROCUREMENT MANAGEMENT SERVICE

OD ☎ 8633.7232 PPMD ☎ 8636.6543 CMD ☎ 8635.3762
 Rm. M-511, 5th Floor, Mabini Bldg., DepEd Central Office Complex, Meralco Avenue, Pasig
 City, Philippines
 ☎ 8 636.6542 / 8 633.9343 / email: depedcentral.bacsecretariat@deped.gov.ph

PROJECT NO.: 2020c-BLR4(003)-BIII-CB-008

INVITATION TO BID

FOR THE

**Supply, Delivery, Installation of Video Conferencing
 Equipment**

- The **Department of Education (DepEd)**, through the *Government of the Philippines (GOP) under **FY 2019-LTE-TVL (Continuing Fund)***, intends to apply the sum of **Philippine Pesos Twenty-Nine Million Eight Hundred Fifteen Thousand and 00/100 (Php 29,815,000.00)**, being the ABC to payments under the contract for **Supply, Delivery, Installation of Video Conferencing Equipment**, as follows:

Lot No.	Description	Items	Quantity	Approved Budget for the Contract (ABC) in Php
1	Supply, Delivery, Installation of Video conferencing Equipment	1. Video Collaboration Bar	15 units	29,815,000.00
		2. Collaboration PC	385 units	
		3. Monitor	383 units	
		4. Large Monitor	2 units	
		5. Camera	35 units	
		6. Services	2 units	

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

- The **DepEd**, through the **Bids and Awards Committee (BAC) III**, now invites bids for the goods and services contemplated in this project and as detailed in the Schedule of Requirements and the table of Technical Specifications indicated in the bidding documents. **Expected completion of delivery of the goods is within Forty-five (45) days upon receipt of Notice to Proceed (NTP) at DepEd Central Office, Meralco Avenue, Pasig City.**

Prospective bidders should have completed, within a period of **five (5) years** immediately preceding the deadline for submission of bids, Single Largest Completed Contract (SLCC) similar to the contract to be bid and the value of

which, adjusted, if necessary, by the Bidder to current prices using the Philippine Statistics Authority (PSA) consumer price index, must be at least fifty percent (50%) of the ABC of the lot to bid for; OR, at least two (2) similar contracts and the total of the aggregated contract amount should be equivalent to at least fifty percent (50%) of the ABC of the lot bid for; and the largest of these similar contracts must be equivalent to at least twenty-five percent (25%) of the ABC of the lot/s to be bid. The contracts may come from different agencies/companies.

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 Procurement Management Service at Telephone Nos. 8636-6542 or 8633-9343** and inspect the Bidding Documents at the address given below from **Monday to Friday from 8:00am to 5:00pm.**
5. For those who are interested to purchase the Bidding Documents, two (2) options are made available, to wit:
 - a. A complete set of Bidding Documents may be acquired by interested Bidders from the **DepEd Procurement Management Service, Room M-511, 5th Floor, Mabini Building, DepEd Central Office Complex, Meralco Avenue, Pasig City**, upon accomplishing a bidder’s information sheet and payment of a non-refundable fee for the Bidding Documents to the **DepEd Cashier**.

Payment in checks should be made payable to **DECS OSEC Trust**.

- b. Interested Bidders may signify their intent to purchase the Bidding Documents through email at depedcentral.bacsecretariat@deped.gov.ph by accomplishing a bidder’s information sheet (**Annex A**). Upon receipt of the bidder’s information sheet, the BAC Secretariat Division will send through email the details of the DECS OSEC Trust Fund Account for payment. Upon payment, bidders may send through email the proof of payment before the deadline for submission of bids. Upon receipt of proof of payment, the BAC Secretariat will send the electronic copy of the Bidding Documents.

Amount of Bidding Documents shall be as follows:

Lot	Bidding Documents Fee
1	12,000.00
TOTAL	12,000.00

Considering the current situation due to the pandemic (COVID-19) and the mandate to observe social distancing, **DepEd** will hold a pre-bid conference for this Project on **October 21, 2020, 2:00 P.M. through videoconferencing using the MS Teams**, which shall be open to prospective bidders.

Prospective Bidders who intend to participate are required to communicate with the BAC Secretariat through email at depedcentral.bacsecretariat@deped.gov.ph their confirmation and accomplish the Online Pre-bid Conference Form provided (**Annex B**) on or before **October 20, 2020, 12:00 NN**. Upon receipt of this form, the BAC Secretariat Division will send the link of the meeting.

6. Bids must be duly received by the BAC Secretariat on or before **2:00 P.M. of November 04, 2020 at Bulwagan ng Karunungan, Ground Floor, Rizal Building, DepEd Complex, Meralco Ave., Pasig City.**

Late bids shall not be accepted.

7. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
8. Bid opening shall be on **November 04, 2020, 2:00 P.M. at Bulwagan ng Karunungan, Ground Floor, Rizal Building, DepEd Complex, Meralco Ave., Pasig City**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
9. **For electronic bid submission**, the passwords for accessing the Bidding Documents will be disclosed by the Bidders only during the actual bid opening which may be done in person or face-to-face through videoconferencing, webcasting or similar technology.

For the purpose of constituting a quorum, both the physical and virtual presence of the BAC and TWG members shall be considered pursuant to GPPB Resolution No. 09-2020.

10. The **DepEd** 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:

Jay Valerie A. Baladiang

Technical Assistant II

Procurement Management Service - BAC Secretariat Division

Rm. M-511, 5th Floor, Mabini Bldg.

DepEd Central Office Complex Meralco Avenue, Pasig City

Telephone Nos. 8636-6542 or 8633-9343

Email address: depedcentral.bacsecretariat@deped.gov.ph

12. You may visit the following websites:

For downloading of Bidding Documents:

<https://notices.philgeps.gov.ph/>

<https://www.deped.gov.ph/>

October 13, 2020

(Sgd.)

TONISITO M.C. UMALI ESQ

Undersecretary and Chairperson

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

1. Scope of Bid

The Procuring Entity, **Department of Education (DepEd) – Bureau of Learning Resources - Cebu (BLR-Cebu)** wishes to receive Bids for the **Supply, Delivery, Installation of Video conferencing Equipment**, with identification number **2020c-BLR4(003)-BIII-CB-008**.

The Procurement Project (referred to herein as “Project”) is composed of **1 (One) Lot**, 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 **FY 2019-LTE-TVL (Continuing Fund)** in the amount of **Philippine Pesos Twenty-Nine Million Eight Hundred Fifteen Thousand and 00/100 (Php 29,815,000.00)**.

2.2. The source of funding is:

- a. NGA, General Appropriations Act or Special Appropriations

3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manuals and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or **IB** by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have verified and accepted the general requirements of this Project, including other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex “I” of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

5. Eligible Bidders

5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

- 5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
- i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
 - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - iii. When the Goods sought to be procured are not available from local suppliers; or
 - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is **at least one (1)** contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
- a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
 - b. For the procurement of Expendable Supplies and Services: 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.
 - c. For procurement where the Procuring Entity has determined after the conduct of market research, that imposition of either (a) or (b) will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding, the Bidder should comply with the following requirements:
 - i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least fifty percent (50%) [in the case of non-expendable supplies and services] or twenty-five percent (25%) [in the case of expendable supplies] of the ABC for this Project; and
 - ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

- a. **Subcontracting is not allowed.**

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either **through videoconferencing/webcasting** as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within a period of 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, 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:

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

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 6 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 8 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 the lots, and evaluation will be undertaken on a per lot 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 lot 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, which shall be awarded as one contract
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

- 20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid].

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

Notes on the Bid Data Sheet

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

- a. Information that specifies and complements provisions of the ITB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

Bid Data Sheet

ITB Clause																										
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p>a. Supply, Delivery, Installation of Video Conferencing Equipment</p> <p>b. completed within a period of five (5) years immediately preceding the deadline for the submission and receipt of bids.</p>																									
12	The price of the Goods shall be quoted DDP DepEd Central Office or the applicable International Commercial Terms (INCOTERMS) for this Project.																									
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <p>a. The amount of not less than Php 596,300.00, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p>b. The amount of not less than Php 1,490,750.00, if bid security is in Surety Bond.</p>																									
19.3	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Lot No.</th> <th style="text-align: center;">Description</th> <th style="text-align: center;">Items</th> <th style="text-align: center;">Quantity</th> <th style="text-align: center;">Approved Budget for the Contract (ABC) in Php</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td rowspan="6" style="text-align: center;">Supply, Delivery, Installation of Video conferencing Equipment</td> <td>1. Video Collaboration Bar</td> <td style="text-align: center;">15 units</td> <td rowspan="6" style="text-align: center;">29,815,000.00</td> </tr> <tr> <td></td> <td>2. Collaboration PC</td> <td style="text-align: center;">385 units</td> </tr> <tr> <td></td> <td>3. Monitor</td> <td style="text-align: center;">383 units</td> </tr> <tr> <td></td> <td>4. Large Monitor</td> <td style="text-align: center;">2 units</td> </tr> <tr> <td></td> <td>5. Camera</td> <td style="text-align: center;">35 units</td> </tr> <tr> <td></td> <td>6. Services</td> <td style="text-align: center;">2 units</td> </tr> </tbody> </table>	Lot No.	Description	Items	Quantity	Approved Budget for the Contract (ABC) in Php	1	Supply, Delivery, Installation of Video conferencing Equipment	1. Video Collaboration Bar	15 units	29,815,000.00		2. Collaboration PC	385 units		3. Monitor	383 units		4. Large Monitor	2 units		5. Camera	35 units		6. Services	2 units
Lot No.	Description	Items	Quantity	Approved Budget for the Contract (ABC) in Php																						
1	Supply, Delivery, Installation of Video conferencing Equipment	1. Video Collaboration Bar	15 units	29,815,000.00																						
		2. Collaboration PC	385 units																							
		3. Monitor	383 units																							
		4. Large Monitor	2 units																							
		5. Camera	35 units																							
		6. Services	2 units																							
20.2	<p>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 the following requirements:</p> <p>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;</p>																									

	<p>b. Certificate of PhilGEPS Registration (Platinum Membership); and</p> <p>c. Other appropriate licenses and permits required by law and stated in this BDS.</p> <p>During post-qualification, upon demand by the BAC or its representative(s), a bidder with the lowest calculated bid shall be able to present:</p> <p>a. Documents to verify or support its Statement of On-going and/or Statement identifying its Single Largest Completed Contract which may consist of the following: appropriate and clear duly signed contracts, purchase orders, agreements, notices of award, job orders, or notices to proceed, with the corresponding duly signed certificate of completion, delivery receipts, inspection and acceptance reports, certificates of final acceptance or official receipts.</p> <p>b. Original copy of the submitted eligibility, technical and financial documents during bid opening.</p> <p>In case of foreign bidders, a Certificate of Authentication from the Department of Foreign Affairs shall be required for each document submitted, i.e. the Class “A” documents or its equivalent that are written in foreign language, translated to English, and duly authenticated by the appropriate Philippine foreign service establishment/post or the equivalent office having jurisdiction over the foreign bidder’s affairs in the Philippines.</p> <p>To facilitate post-qualification, the bidder at its option may submit in advance, i.e., on the deadline for submission and receipt of bids, above requirements and other documents required in Section II. ITB 29.2.</p> <p>The envelope shall be placed in a brown envelope and marked:</p> <p style="padding-left: 40px;">ITB 29.2 Documents</p> <p style="padding-left: 40px;">Name of Project: _____</p> <p style="padding-left: 40px;">Bid Opening Date: _____</p> <p style="padding-left: 40px;">Name of Bidder: _____</p> <p>Failure to submit above requirements within the required timeframe or a finding against the veracity of any such documents or other documents submitted for the project shall be a ground for disqualification of the bidder for the award and the enforcement of the bid securing declaration.</p>
21.1	No additional document

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

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

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

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

1. **Scope of Contract**

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

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

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

2. **Advance Payment and Terms of Payment**

- 2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. **Performance Security**

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

4. **Inspection and Tests**

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in

a timely manner, of the identity of any representatives retained for these purposes.

All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

5. Warranty

- 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

Notes on the Special Conditions of Contract

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</p> <p>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:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered <u>DepEd Central Office and DepEd Regional Offices</u>. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered <u>DDP DepEd Central Office and DepEd Regional Offices</u>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is: (i) DepEd Central Office – MS. MARITESS ABLAY; (ii) DepEd Regional Offices - _____.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods

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

Spare Parts –

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

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

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

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a **minimum of five (5) years** from the date the goods were procured.

Spare parts or components shall be supplied as promptly as possible, but in any case, **within one (1) month** of placing the order.

Packaging –

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

	<p>Goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>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.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <ul style="list-style-type: none"> 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
	<p>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.</p> <p>Transportation –</p> <p>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.</p> <p>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.</p>

	<p>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.</p> <p>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.</p> <p>Intellectual Property Rights –</p> <p>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.</p>
2.2	<p>Schedule of Payment:</p> <p>Supplier may submit a request for payment based on the monthly Progress Reports which shall be attached to the progress billing and include the following: (i) cumulative quantities of items delivered based on the schedule of deliveries and other relevant terms and conditions of the contract; and (ii) Inspection and Acceptance Reports, including certification by Supplier, as approved by the duly authorized DepEd representative, that the items have been delivered and/or properly installed and commissioned in accordance with the contract.</p> <p>(NOTE: The Supplier must furnish copy of the above-mentioned documents to DepEd Accounting and the End-user (Bureau of Learning Resources – Cebu) and the Contract Management Division of the Procurement Service, Central Office.</p> <p>An advance payment not to exceed fifteen percent (15%) of the contract amount shall be allowed and paid within sixty (60) calendar days from signing of the contract. An irrevocable letter of credit or bank guarantee of an equivalent amount must be submitted, and shall remain valid until the goods are delivered, and accompanied by a claim for advance payment.</p> <p>Payments shall be subject to the “Warranty” provision in the form of either retention money in an amount equivalent to at least 1% of every progress payment, or a special bank guarantee in the amount equal to</p>

	<p>at least 1% of the Contract Price required in Section 62 of RA 9184 and its IRR.</p> <p>The method and conditions of payment to be made to the Supplier through the Government disbursement procedure within sixty (60) days from submission of documents under this Contract shall be as follows:</p> <p style="padding-left: 40px;">a. Final Payment (Subject to 5% Retention Fee):</p> <p style="padding-left: 80px;">100% of payment upon completion of the project.</p> <p>Payment shall be made only after all of the following requirements have been submitted:</p> <p style="padding-left: 40px;">a. Certification issued by the Procuring Entity that the delivered goods have been duly inspected and accepted b. Signed Delivery Receipts c. Signed Inspection and Acceptance Report (IAR) d. Property Transfer Report (PTR) e. Signed Training Accomplishment</p>
4	<p>Inspection:</p> <p>Quality Assurance Procedure During Contract Implementation (Pre-delivery Inspection)</p> <p>The technical specifications in the Contract will be used as reference during inspection.</p> <p>The quantity is one of the factors in deciding for a random or 100% inspection.</p> <p style="padding-left: 40px;">a. For items with large volume to be inspected, the inspection will start with random inspection using sampling plan prepared by the Project Implementing Unit (PIU), however, it can shift to 100% inspection if the quality of the goods is found poor as manifested by high percentage of rejection.</p> <p style="padding-left: 40px;">b. For small volume items, the type of inspection is usually 100%.</p> <p>The Supplier will send request for inspection stating the goods to be inspected and the quantity to PIU. The Supplier shall ensure that the goods for inspection are available in their warehouse in the Philippines.</p> <p>The Supplier in coordination with the DepEd Inspectors shall prepare the inspection area, to ensure smooth inspection flow. The inspection should have enough space for the conduct of the inspection and well ventilated.</p>

	DepEd Inspectors and the Supplier or his/her authorize representative must sign the Inspection Report.
5	<p>Warranty:</p> <p>A three (3)-year comprehensive and onsite warranty for the whole Multimedia package for operation and maintenance of all licensed software products will be applied. The 3-year period shall reckon from the date of issuance of the Certification of Final Acceptance by the DepEd that the delivered goods and services have been duly inspected and accepted (final acceptance).</p> <p>For the following consumable items, a standard/base warranty or minimum of one (1) year warranty shall be applied:</p> <ul style="list-style-type: none"> a. Video Collaboration Bar b. Collaboration PC paired with c. Monitor with Camera d. Large Monitor e. Camera <p>Upon receipt by the Supplier of the Procuring Entity's notice of any claims arising under this warranty, the Supplier shall immediately act upon to repair or replace the defective Goods or parts thereof. The period for correction of defects in the warranty period is within seven (7) calendar days from receipt of such notice.</p> <p>For defects arising from within the first-half of the warranty period, as applicable, DepEd may opt to demand for recall and replacement of the defective items.</p> <p>On the other hand, defects arising from the onset until the expiry of the warranty period, DepEd may ask for repairs of the defective items.</p>

Section VI. Schedule of Requirements

A. List/Description of Goods /Services

Supply, Delivery, Installation of Video conferencing Equipment				
Item No.	Description			Delivery Period
1	Video Collaboration Bar	15 units	Brand new or newly factory remanufactured/ non-surplus with certificate of remanufacturing by the original equipment manufacturer	45 days after the Notice to Proceed
	Collaboration PC	385 units		
	Monitor	383 units		
	Large Monitor	2 units		
	Camera	35 units		
2	Services	2 units	Set-up conference rooms and video conference equipment including online training on the operation and administration of the machine to be scheduled by ICTS	To be Scheduled within two weeks of the delivery date

A. Specific Requirements

The following additional requirements shall also be complied with:

Deployment

The details on deployment shall be in accordance with DepEd Order No. 42 s. 2018 – Updated Guidelines on Delivery, Inspection, Acceptance, and Recording of DepEd Procured Assets issued on 21 September 2018.

Units will be delivered at the DepEd Central Office. Two (2) separate Online Trainings for RITOs and DITOs will be conducted by the supplier. The said training will be scheduled and facilitated by ICTS.

B. After Sales Support

The Supplier shall maintain the IT equipment to be functional and in good condition as a whole package by providing the post implementation support and services.

Technical Support: The Supplier must have at least two affiliated active service centers each in Metro Manila, Metro Davao, and Metro Cebu.

A three (3) day guarantee to repair the unit/s upon receipt of the request/report of the recipient school. Ensure availability of required spare parts of hardware items for quick response time.

In case unit/s cannot be repaired within the three (3) day guarantee period, the unit/s must be replaced within the maximum of seven (7) calendar days. A replacement must be of the same branding specifications and shall be installed prior to pull-out of the defective or unrepairable unit/s.

The Supplier will be requested to provide the company profiles and technical support contact details. Two different mobile numbers from the main telephone companies to be provided and to be operational at least 8 hour/day and 5 days/week (business hours and days).

Supplier shall set up and manage Helpdesk Support that shall accommodate and process all queries and troubleshooting calls within applicable business hours and business days.

Supplier shall accommodate and process the recipient's immediate technical support for both hardware and software. Inquiries coming from the emails, phone calls, letters, and SMS from different TelCos coming from the recipient school are considered official communication modes and shall be addressed accordingly.

Supplier shall submit monthly summary reports of received, resolved, pending, and closed issues to DepEd ICTS – Technology Infrastructure Division.

Supplier shall repond reports indicating resolved, pending, and closed issues to DepEd ICTS – Technology Infrastructure Division from icts.tid@deped.gov.ph

DepEd ICTS-TID shall accommodate non-supplier action report at icts.tid@deped.gov.ph

Supplier shall provide a technical guide (video clips) on how to install, configure, and maintain the video conferencing equipment.

C. Delivery Schedule

Complete delivery shall be made within the contract duration stipulated above, from the date of receipt of the Notice to Proceed (NTP) by the Supplier or the date provided for such purpose indicated in the NTP, in coordination with DepEd Asset Management Division (AMD) and the Regional Offices represented by their respective Supplier Officers and RITOs. Any further delay on the delivery of units must inform DepEd ten (10) days before the expiration of the forty-five (45) days.

E. Project Site

Goods shall be delivered and services shall be performed at ***DepEd Central Office.***

F. Quality Assurance Procedures During Contract Implementation

(Pre-delivery Inspection)

The technical specifications in the Contract will be used as reference during inspection. The quantity is one of the factors in deciding for a random or 100% inspection. For items with large volume to be inspected, the inspection will start with random inspection using sampling plan prepared by the Project Implementing Unit (PIU), however, it can shift to 100% inspection if the quality of the goods is found poor as manifested by high percentage of rejection. For small volume items, the type of inspection is usually 100%.

The Supplier will send a request for inspection stating the goods to be inspected and the quantity to PIU. The Supplier shall ensure that the goods for inspection are available in their warehouse in the Philippines.

The Supplier in coordination with the DepEd Inspectors shall prepare the inspection area to ensure the smooth inspection flow. The inspection area should have enough space for the conduct of the inspection and should be well ventilated. DepEd Inspectors and the Supplier or his/her authorized representative must sign the Inspection Report.

G. Delivery and Receiving Instructions

- 1) Goods/Services as specified in this Schedule of Requirements and/or Technical Specifications shall be delivered only to the address indicated herein.
- 2) The Supplier shall notify the indicated authorized receiving personnel at the Project Site at the scheduled date of delivery at least three (3) working days in advance, and shall ensure that the authorized receiving personnel of the Purchaser is present during the date and time of delivery.
- 3) The Supplier shall make delivery or deliveries to the Project Site on regular working days, during Office hours from 8:00 A.M. to 5:00 P.M. The

Receiving Personnel reserves the right to refuse to receive/accept delivered Goods made before 8:00 A.M. or after 5:00 P.M., and on non-working days.

- 4) The Supplier shall coordinate with DepEd Asset Management Division for the turn-over of Inspection and Acceptance Report (IAR).
- 5) DepEd Inspectors and the Supplier or his/her representative must sign the Inspection Report.
- 6) Delivery receipts must be signed by Ms. Maritess L. Ablay, Chief of Asset Management Division, or her authorized representative with respect to the deliveries made in the DepEd Central Office.

Statement of Compliance

I/We have read and understood the requirements/scope of service/terms of reference and conditions stipulated herein and shall therefore comply to the conditions set forth in the Contract with respect to this **Section VI. Schedule of Requirements**, if our bid is considered for award.

Name and Signature of Bidder's Authorized Representative

Distribution List

Region	Division	ALL IN ONE COLLABORATION PC AND CONFERENCING TOOLS	COLLABORATION PC	MONITOR	LARGE MONITOR	CAMERA
Central Office		15	60	58	2	18
ARMM	Regional Office		6	6		1
CAR	Regional Office		6	6		1
CARAGA	Regional Office		6	6		1
NCR	Regional Office		6	6		1
REGION I	Regional Office		6	6		1
REGION II	Regional Office		6	6		1
REGION III	Regional Office		6	6		1
REGION IV-A	Regional Office		6	6		1
REGION IV-B	Regional Office		6	6		1
REGION V	Regional Office		6	6		1
REGION VI	Regional Office		6	6		1
REGION VII	Regional Office		6	6		1
REGION VIII	Regional Office		6	6		1
REGION IX	Regional Office		6	6		1
REGION X	Regional Office		6	6		1
REGION XI	Regional Office		6	6		1
REGION XII	Regional Office		6	6		1
ARMM	BASILAN		1	1		
ARMM	LAMITAN CITY		1	1		
ARMM	Lanao del Sur I		1	1		
ARMM	LANAO SUR II		1	1		
ARMM	MAGUINDANAO I		1	1		
ARMM	MAGUINDANAO II		1	1		
ARMM	MARAWI CITY		1	1		
ARMM	SULU		1	1		
ARMM	TAWI-TAWI		1	1		
CAR	Abra		1	1		
CAR	Apayao		1	1		
CAR	Baguio City		1	1		
CAR	Benguet		1	1		

CAR	Ifugao		1	1		
CAR	Kalinga		1	1		
CAR	Mt. Province		1	1		
CAR	Tabuk City		1	1		
CARAGA	Agusan del Norte		1	1		
CARAGA	Agusan del Sur		1	1		
CARAGA	Bayuqan City		1	1		
CARAGA	Bislig City		1	1		
CARAGA	Butuan City		1	1		
CARAGA	Cabadbaran City		1	1		
CARAGA	Dinagat Island		1	1		
CARAGA	Siargao		1	1		
CARAGA	Surigao City		1	1		
CARAGA	Surigao del Norte		1	1		
CARAGA	Surigao del Sur		1	1		
CARAGA	Tandag City		1	1		
NCR	Caloocan City		1	1		
NCR	City of San Juan		1	1		
NCR	Las Piñas City		1	1		
NCR	Makati City		1	1		
NCR	Malabon City		1	1		
NCR	Mandaluyong City		1	1		
NCR	Manila		1	1		
NCR	Marikina City		1	1		
NCR	Muntinlupa City		1	1		
NCR	Navotas		1	1		
NCR	Paranaque City		1	1		
NCR	Pasey City		1	1		
NCR	Pasig City		1	1		
NCR	Quezon City		1	1		
NCR	Taguig		1	1		
NCR	Valenzuela City		1	1		
REGION I	Alaminos City		1	1		
REGION I	Batac City		1	1		
REGION I	Candon City		1	1		
REGION I	Dagupan City		1	1		
REGION I	Ilocos Norte		1	1		
REGION I	Ilocos Sur		1	1		
REGION I	La Union		1	1		

REGION I	Laog City		1	1	
REGION I	Pangasinan I, Lingayen		1	1	
REGION I	Pangasinan II, Binalonan		1	1	
REGION I	San Carlos City, Pangasinan		1	1	
REGION I	San Fernando City, La Union		1	1	
REGION I	Urdaneta City		1	1	
REGION I	Vigan City		1	1	
REGION II	Batanes		1	1	
REGION II	Cagayan		1	1	
REGION II	Cauayan City		1	1	
REGION II	City of Ilagan		1	1	
REGION II	Isabela Province		1	1	
REGION II	Nueva Vizcaya		1	1	
REGION II	Quirino		1	1	
REGION II	Santiago City		1	1	
REGION II	Tuguegarao City		1	1	
REGION III	ANGELES CITY		1	1	
REGION III	AURORA		1	1	
REGION III	BALANGA CITY		1	1	
REGION III	BATAAN		1	1	
REGION III	BULACAN		1	1	
REGION III	CABANATUAN CITY		1	1	
REGION III	CITY OF SAN FERNANDO		1	1	
REGION III	CITY OF SAN JOSE DEL MONTE		1	1	
REGION III	GAPAN CITY		1	1	
REGION III	MABALACAT CITY		1	1	
REGION III	MALOLOS		1	1	
REGION III	MEYCAJAYAN CITY		1	1	
REGION III	NUEVA ECIJA		1	1	
REGION III	OLONGAPO CITY		1	1	
REGION III	PAMPANGA		1	1	
REGION III	SAN JOSE CITY		1	1	
REGION III	SCIENCE CITY OF MUÑOZ		1	1	
REGION III	TARLAC CITY		1	1	
REGION III	TARLAC PROVINCE		1	1	
REGION III	ZAMBALES		1	1	
REGION IV-A	Antipolo City		1	1	
REGION IV-A	Bacoor City		1	1	
REGION IV-A	Batangas City		1	1	

REGION IV-A	Batangas Province		1	1	
REGION IV-A	Binan City		1	1	
REGION IV-A	Cabuyao City		1	1	
REGION IV-A	Calamba City		1	1	
REGION IV-A	Cavite City		1	1	
REGION IV-A	Cavite Province		1	1	
REGION IV-A	Dasmarinas City		1	1	
REGION IV-A	General Trias City		1	1	
REGION IV-A	Imus City		1	1	
REGION IV-A	Laguna		1	1	
REGION IV-A	Lipa City		1	1	
REGION IV-A	Lucena City		1	1	
REGION IV-A	Quezon Province		1	1	
REGION IV-A	Rizal		1	1	
REGION IV-A	San Pablo City		1	1	
REGION IV-A	Sta. Rosa City		1	1	
REGION IV-A	Tanauan City		1	1	
REGION IV-A	Tayabas City		1	1	
REGION IV-B	Calapan City		1	1	
REGION IV-B	Marinduque		1	1	
REGION IV-B	Occidental Mindoro		1	1	
REGION IV-B	Oriental Mindoro		1	1	
REGION IV-B	Palawan		1	1	
REGION IV-B	Puerto Princesa City		1	1	
REGION IV-B	Romblon		1	1	
REGION V	Albay		1	1	
REGION V	Camarines Norte		1	1	
REGION V	Camarines Sur		1	1	
REGION V	Catanduanes		1	1	
REGION V	Iriga City		1	1	
REGION V	Legaspi City		1	1	
REGION V	Ligao City		1	1	
REGION V	Masbate City		1	1	
REGION V	Masbate Province		1	1	
REGION V	Naga City		1	1	
REGION V	Sorsogon City		1	1	
REGION V	Sorsogon Province		1	1	
REGION V	Tabaco City		1	1	
REGION VI	Aklan		1	1	

REGION VI	Antique		1	1	
REGION VI	Bacolod City		1	1	
REGION VI	Bago City		1	1	
REGION VI	Cadiz City		1	1	
REGION VI	Capiz		1	1	
REGION VI	Escalante City		1	1	
REGION VI	Guimaras		1	1	
REGION VI	Iloilo City		1	1	
REGION VI	Iloilo Province		1	1	
REGION VI	Kabankalan City		1	1	
REGION VI	La Carlota City		1	1	
REGION VI	Negros Occidental		1	1	
REGION VI	Passi City		1	1	
REGION VI	Roxas City		1	1	
REGION VI	Sagey City		1	1	
REGION VI	San Carlos City, Negros Occidental		1	1	
REGION VI	Silay City		1	1	
REGION VI	Himalayan City		1	1	
REGION VI	Sipalay City		1	1	
REGION VII	Bais City		1	1	
REGION VII	Bayawan City		1	1	
REGION VII	Bogo City		1	1	
REGION VII	Bohol		1	1	
REGION VII	Carcar City		1	1	
REGION VII	Cebu City		1	1	
REGION VII	Cebu Province		1	1	
REGION VII	City of Naga, Cebu		1	1	
REGION VII	Danao City		1	1	
REGION VII	Dumaguete City		1	1	
REGION VII	Guihulngan City		1	1	
REGION VII	Lapu-Lapu City		1	1	
REGION VII	Mandaue City		1	1	
REGION VII	Negros Oriental		1	1	
REGION VII	Siquijor		1	1	
REGION VII	Tagbilaran City		1	1	
REGION VII	Tanjay City		1	1	
REGION VII	Talisay City		1	1	
REGION VII	Toledo City		1	1	
REGION VIII	Baybay City		1	1	

REGION VIII	Biliran		1	1	
REGION VIII	Borongan City		1	1	
REGION VIII	Calbayog City		1	1	
REGION VIII	Catbalogan City		1	1	
REGION VIII	Eastern Samar		1	1	
REGION VIII	Leyte		1	1	
REGION VIII	Measin City		1	1	
REGION VIII	Northern Samar		1	1	
REGION VIII	Ormoc City		1	1	
REGION VIII	Samar (Western Samar)		1	1	
REGION VIII	Southern Leyte		1	1	
REGION VIII	Tacloban City		1	1	
REGION IX	Dapitan City		1	1	
REGION IX	Dipolog City		1	1	
REGION IX	Isabela City		1	1	
REGION IX	Pagadian City		1	1	
REGION IX	Zamboanga City		1	1	
REGION IX	Zamboanga del Norte		1	1	
REGION IX	Zamboanga del Sur		1	1	
REGION IX	Zamboanga Sibugay		1	1	
REGION X	Bukidnon		1	1	
REGION X	Cagayan de Oro City		1	1	
REGION X	Camiguin		1	1	
REGION X	El Salvador		1	1	
REGION X	Gingoog City		1	1	
REGION X	Iligan City		1	1	
REGION X	Lanao del Norte		1	1	
REGION X	Malaybalay City		1	1	
REGION X	Misamis Occidental		1	1	
REGION X	Misamis Oriental		1	1	
REGION X	Oroquieta City		1	1	
REGION X	Ozamis City		1	1	
REGION X	Tangub City		1	1	
REGION X	Valencia City		1	1	
REGION XI	Compostela Valley		1	1	
REGION XI	Davao City		1	1	
REGION XI	Davao del Norte		1	1	
REGION XI	Davao del Sur		1	1	
REGION XI	Davao Occidental		1	1	

REGION XI	Davao Oriental		1	1		
REGION XI	Digos City		1	1		
REGION XI	Island Garden City of Samal		1	1		
REGION XI	Mati City		1	1		
REGION XI	Panabo City		1	1		
REGION XI	Tagum City		1	1		
REGION XII	Cotabato City		1	1		
REGION XII	General Santos City		1	1		
REGION XII	Kidapawan City		1	1		
REGION XII	Koronadal City		1	1		
REGION XII	North Cotabato		1	1		
REGION XII	Sarangani		1	1		
REGION XII	South Cotabato		1	1		
REGION XII	Sultan Kudarat		1	1		
REGION XII	Tacurong City		1	1		
		15	385	383	2	35

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying their Bids. In the context of Competitive Bidding, the specifications (*e.g.* production/delivery schedule, manpower requirements, and after-sales service/parts, descriptions of the lots or items) must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of transparency, equity, efficiency, fairness, and economy in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words “*or at least equivalent.*” References to brand names cannot be used when the funding source is the GOP.

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.

Technical Specifications

Item	Specification	Statement of Compliance
		<p><i>[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the 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.]</i></p>

Detailed Technical Specifications

Item	Specification	STATEMENT OF COMPLIANCE (State Comply or Not Comply)	BIDDER'S ACTUAL OFFER
1	All equipment and components must be of the required level of technology, new, compliant with the requested specifications, responding to current quality standards in international markets, manufactured by reputable and consolidated international brands, reliable and fully adequate for the intended purpose.		
2	All major components must have a unique serial numbers and e-copy in Excel format shall be submitted to DepEd – BLR-Cebu.		
3	All equipment markings, user manuals and electronic copies must be in English.		
4	All equipment shall conform and operate on the standard electric supply in the Philippines (220Vac, 50/60 Hz power, type A & B power sockets)		
5	All equipment must be able to operate in the environmental conditions of the different locations in The Philippines, especially considering humid environments at temperatures ranging from 8°C to 45°C, dusty and moisty environments and frequently salty air.		
6	All connections between components shall be ready to operate, once installation is finalized.		
7	All necessary cables, adaptors and connections must be included and		

Item	Specification	STATEMENT OF COMPLIANCE (State Comply or Not Comply)	BIDDER'S ACTUAL OFFER
	clearly marked, in order to facilitate rapid and accurate assembly.		
8	A certification from the Brand and product Manufacturer shall be provided confirming that the proposed brand and product parts will be available and serviceable for at least five (5) years after delivery and acceptance of the goods.		
9	Imported products should pass international quality control product standards and have international quality control product markings such as CE, ISO, ASTM, ASQC, AFCIQ, ASQ, DGQ, EOQC, IQA, and the likes, while locally-made products (Philippine-made) should pass the local quality control product standards and bear the PS mark.		
10	<p>VIDEO COLLABORATION BAR (15 Units)</p> <ul style="list-style-type: none"> • Microsoft or Android 9.0 operating system • Supports touch monitor through HDMI / USB port • Ultra HD 4K Camera, 3x digital zoom resolutions • 120° field view • six-beamforming microphone array • table stop speakerphone • 2 meters voice pickup radius • Buttons: Teams, Answer / Hangup, Mute, Volume up / down • Synchronize scheduled Teams meetings and calendar • Human motion sensor • Touch "Join" or Click Teams button • Proximity joining PC invite to meeting using Blue Tooth Beacons • Ability to receive content sharing or whiteboard 		

Item	Specification	STATEMENT OF COMPLIANCE (State Comply or Not Comply)	BIDDER'S ACTUAL OFFER
	<ul style="list-style-type: none"> • WiFi capable via 2.4GHz/5GHz Dual Mode • At least Bluetooth 4.2 • At least 2x USB2.0 • At least 1x HDMI-out • Power over Ethernet 802.3af 		
11	<p>COLLABORATION PC (385 Units)</p> <ul style="list-style-type: none"> • Single Pack Package • Intel vPro Upgrade or AMD Equivalent • Intel 7500T 7Gen Core i5-4C or AMD Equivalent • 8GB (2x4GB) DDR4 2400 SODIMM • 90-Watt EPSDM Ext Power Adapter • 128GB SATA TLC SSD • Intel 8260 ac 2x2 +BT or AMD Equivalent • VESA Mount • 12.3" Touch Screen - 10-point touch capable • Video Ingest Module with Tamper-proofing of cables from the back • Security - Infineon TPM SLB9670 1.2/2.0 (Common Criteria EAL4+ certified) and Active Health (black box flight recorder) • Connector Optimizer • 1 Universal audio jack (with re-tasking) connector • 1 USB Type-CTM (USB 3.1 Gen 1, 15W output) connector • 1 USB Type-A (USB 3.1, charging) connector • 1 USB Type-A (USB 3.1, S4/S5 wake) connector • 1 USB Type-CTM (Alternate Mode DP, USB 3.1 Gen 1, 15W output, 60W input) connector • 1 DisplayPort™ connector • 1 HDMI connector (optional HP DisplayPort™) • 1 RJ-45 connector • 1 DC-in 7.4mm barrel" • Audio Conexant CX7501 codec, universal audio jack • Microsoft Skype/Zoom Room Systems 		

Item	Specification	STATEMENT OF COMPLIANCE (State Comply or Not Comply)	BIDDER'S ACTUAL OFFER
	<ul style="list-style-type: none"> with Connection Optimizer • 3/3/3 DM Warranty 		
12	<p>MONITOR (383 Units)</p> <p><i>(Portable monitor pop-up camera for each collaboration pc)</i></p> <ul style="list-style-type: none"> • Minimum 23.8-inch • IPS, Micro Edge LED Backlit - Viewable Image Area (diagonal) 60,5 cm (23.8 in) widescreen; diagonally measured • Resolution 1920 x 1080 @ 60 Hz, Aspect Ratio 16:9 • Color Support** Up to 16.7 million colors with the use of FRC technology, Color Gamut NTSC 72% • "Skype for Business and Audio Controls- Volume Down/Up, Answer call, Mute microphone, Mute volume, End call • Connector Types (1) DisplayPort 1.2, (1) HDMI 1.4, (1) VGA, (3) USB 3.0 ports (2 downstream and 1 upstream) • Webcam - Yes, Integrated Microsoft Certified Skype for Business, (Pop-up type for privacy) 720p Integrated HD Webcam with Dual Digital Mics 		
13	<p>LARGE MONITOR (2 Units)</p> <ul style="list-style-type: none"> • Minimum 55-inch. • Panel bit depth 10-bit (8-bit and 2-bit FRC), Viewing angle (typical CR > 10) Up to 178° horizontal and Up to 178° vertical. • Resolution 3840 × 2160 at 60 Hz, Aspect Ratio 16:9. • Panel bit depth - 10-bit (8-bit and 2-bit FRC) • Panel active area (W x H),1209.6 × 680.4 mm (47.62 x 26.79 in) 		

Item	Specification	STATEMENT OF COMPLIANCE (State Comply or Not Comply)	BIDDER'S ACTUAL OFFER
	<ul style="list-style-type: none"> • Contrast ratio (typical), Static 1,200:1 (typical)1,000:1 (minimum) Dynamic 8,000,000:1 (typical) • User-assignable function buttons- 20 • Languages - 10 (English, Spanish, German, French, Italian, Dutch, Portuguese, Japanese, Traditional Chinese, and Simplified Chinese) • Color Gamut 99% sRGB and 100% NTSC, Backlight lamp life - 30,000 hours minimum. • On-Screen Display (OSD) user controls - Brightness, Color Control, Input Control, Image Control, Audio Control, PIP Control, Power Control, Menu Control, Management, and Information • Mercury-free display backlights and Low halogen • Connector Types (1) DisplayPort 1.2, (2) HDMI 1.4, (1) HDMI 2.0, (1) VGA, (1) USB 2.0 port. • Environmental Features and Certifications, CE/CB/KC/MSIP/ e-standby/ Bauart/ ErP/ MPRII/ ICE/ TUVS/ EAC/ cTUVus/ PSB/ ISC/ CCC/ CEL/ CECP/ SEPA/ GOSTR/ SII/ Energy Star/ ISC/ VCCI/ FCC/ BSMI/ SMark/ SASO/ SABS/ Mexico energy/ Mexico CoC/ PSE/ Ctick/ BIS/ EU REACH/ EU RoHS/ Voluntary materials restrictions/ WEEE 		
14	<p>CAMERA (35 Units)</p> <ul style="list-style-type: none"> • Smooth motorized pan, tilt and zoom ±90° pan ± 35° / 45° tilt, 10x HD zoom • Full HD 1080p 30fps • H.264 UVC 1.5 with Scalable Video Coding (SVC) • Autofocus • 3 camera presets plus home position button • Video mute/unmute LED indicator • Standard tripod thread • REMOTE CONTROL - IR 8.5 m range, CR2032 battery 		

Item	Specification	STATEMENT OF COMPLIANCE (State Comply or Not Comply)	BIDDER'S ACTUAL OFFER
	<ul style="list-style-type: none"> Certified for Skype for Business and ready for Teams, Zoom Certified, Fuze Certified Compatible with Google Meet, Cisco Jabber® and WebEX Compatible. Compatible with BlueJeans, BroadSoft, GoToMeeting, Vidyo, and other video conferencing, recording, and broadcasting applications that support USB cameras 		
15	<p>SERVICES (2 Units)</p> <ul style="list-style-type: none"> Set up of conference room equipped with Video Conferencing Equipment) 		

STATEMENT OF COMPLIANCE

I hereby commit to provide the above specified requirements in compliance with the Technical Specification for the Project: **Supply, Delivery, Installation of Video conferencing Equipment.**

**Name and Signature
of Authorized representative**

***Section VIII. Checklist of Technical
and Financial Documents***

Notes on the Checklist of Technical and Financial Documents

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements;
or
- b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary “pass/fail” criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
or
- (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,
and
- (c) Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
and
- (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

- (f) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (g) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (h) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
or
Original copy of Notarized Bid Securing Declaration; **and**
- (i) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (j) Original duly signed Omnibus Sworn Statement (OSS);
and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- (k) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
- (l) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);
or
A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

- (m) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;
or
duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

Other documentary requirements under RA No. 9184 (as applicable)

- (n) *[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
- (o) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

25 FINANCIAL COMPONENT ENVELOPE

- (a) Original of duly signed and accomplished Financial Bid Form;
and
- (b) Original of duly signed and accomplished Price Schedule(s).

LIST OF ALL ONGOING GOVERNMENT & PRIVATE CONTRACTS INCLUDING CONTRACTS AWARDED BUT NOT YET STARTED

Business Name : _____

Business Address : _____

Name of Contract/ Project Cost	Owner's Name a. Address b. Telephone Nos.	Nature of Work	Bidder's Role		Date Awarded a. Date Started b. Date of Completion	% of Accomplishment		Value of Outstanding Works / Undelivered Portion
			Description	%		Planned	Actual	
<u>Government</u>								
<u>Private</u>								

Note: (In case of no ongoing contract, the bidder shall submit this duly signed form and indicate **“No ongoing contracts”** or **“None”** or **“Not Applicable (N/A)”** under the Column for Name of Contract (first column from left)

Submitted by: _____

Printed Name and Signature of Authorized Representative

Designation: _____

Date: _____

STATEMENT IDENTIFYING THE SINGLE LARGEST COMPLETED CONTRACT

Business Name : _____

Business Address : _____

Name of Contract	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Bidder's Role		a. Amount at Award b. Amount at Completion c. Duration	a. Date Awarded b. Contract Effectivity c. Date Completed d. Contract Performance certified by End User
			Description	%		
<u>Government</u>						
<u>Private</u>						

Note: The bidder shall be able to support this statement with:

Duly signed Contracts/Purchase Orders (POs)/ Agreements/Memoranda of Agreement (MOA)/Notices of Award (NOA)/Job Orders or Notices to Proceed (NTP) with the corresponding

Certificates of Completion of Delivery (CCDs)/ Certificates of Final Acceptance (CFAs)/duly signed Delivery Receipts (DRs), or duly accomplished Inspection and Acceptance Reports (IARs)

Submitted by : _____

(Printed Name and Signature)

Designation : _____

Date : _____

JOINT VENTURE AGREEMENT FORM

KNOW ALL MEN BY THESE PRESENTS:

That this JOINT VENTURE AGREEMENT is entered into By and Between _____, of legal age, (civil status), owner/proprietor of _____ and a resident of _____.

- and -

_____, of legal age, (civil status), owner/proprietor of _____ and a resident of _____.

THAT both parties agree to join together their manpower, equipment, and what is needed to facilitate the Joint Venture to participate in the Eligibility, Bidding and Undertaking of the hereunder stated project to be conducted by the (Name of the Procuring Entity).

NAME OF PROJECT	CONTRACT AMOUNT

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

That both parties agree that _____ and _____ own the share and interest of _____ and _____ [indicate percentage of shares) respectively

That both parties agree that _____ and/or _____ shall be the Official Representative of the Joint Venture, and is granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Joint Venture in the bidding as fully and effectively and the Joint Venture may do and if personally present with full power of substitution and revocation.

THAT this Joint Venture Agreement shall remain in effect only for the above stated Projects until terminated by both parties.

Done this ____ day of _____, in the year of our Lord _____.

SIGNED IN THE PRESENCE OF:

Witness

Witness

REPUBLIC OF THE PHILIPPINES) S.S.
PASIG CITY, METRO MANILA)

A C K N O W L E D G M E N T

BEFORE ME, a Notary Public in and for Pasig City, Metro Manila, Philippines, this _____ day of _____, 20__ personally appeared:

	GOVERNMENT-ISSUED IDENTIFICATION CARD		
<u>NAME</u>	<u>Number</u>	<u>Issued on</u>	<u>Issued at</u>
_____	_____	_____	_____
_____	_____	_____	_____

Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that same is the free and voluntary act and deed of the entities which they respectively represent.

The foregoing instrument is a JOINT VENTURE AGREEMENT consisting of ___ pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the parties hereto and their instrument witnesses on the left-hand margin of each and every page hereof.

WITNESS MY HAND AND SEAL on the date and place first above written.

NOTARY PUBLIC
Until December 31, 20__

Doc. No. _____
Page No. _____
Book No. _____
Series of 20_____

Net Financial Contracting Capacity (NFCC) Form

- A.** Summary of the Applicant Supplier’s/Distributor’s/Manufacturer’s assets and liabilities on the basis of the attached income tax return and audited financial statement, stamped “RECEIVED” by the Bureau of Internal Revenue or its duly accredited and authorized institution, for the preceding calendar/tax year which should not be earlier than two (2) years from the date of submission.¹

Year 20__		
1.	Current Assets	
2.	Current Liabilities	
3.	Total Net Worth	
4.	Total Value of outstanding or ongoing Projects	

- B.** The Net Financial Contracting Capacity (NFCC) based on the above data is computed as follows:

In case of a bid involving two or more lots, the bidder shall indicate in the NFCC from the lots bid for, in their order of priorities or preferences.

The first lot in the order shall follow the following formula:

$$\text{NFCC} = [(\text{current assets minus current liabilities}) \times (15)] - [\text{value of all outstanding or uncompleted portions of the projects under going contracts, including awarded contracts yet to be started.}]$$

For subsequent lots, the formula shall be as follows:

$$\text{NFCC} = [(\text{current assets minus current liabilities}) \times (15)] - [\text{value of all outstanding or uncompleted portions of the projects under going contracts, including awarded contracts yet to be started} + \text{value of the prior lot or lots bid for}]$$

- C.** The following are the packages / lots / items that we are bidding for, stated in the order of preference.²

1st:

Package/Lot/Item	Description	ABC	NFCC Formula	NFCC
			$[(\text{current assets} - \text{current liabilities}) \times (15)] - [\text{value of all outstanding or uncompleted portions of the projects under going contracts, including awarded contracts yet to be started}]$	

2nd:

Package/Lot/Item	Description	ABC	NFCC Formula	NFCC
			[(current assets - current liabilities) x (15)] - [value of all outstanding or uncompleted portions of the projects under going contracts, including awarded contracts yet to be started + ABC of 1st and 2nd Package/Lot/Item bid for]	

3rd:

Package/Lot/Item	Description	ABC	NFCC Formula	NFCC
			[(current assets - current liabilities) x (15)] - [value of all outstanding or uncompleted portions of the projects under going contracts, including awarded contracts yet to be started + ABC of 1st, 2nd and 3rd Package/Lot/Item bid for]	

This is to certify that the aforementioned NFCC computation is sufficient for all the packages / lots / items being bid for:

Submitted by:

Name of Supplier /Distributor/ Manufacturer

Name of Authorized Representative

¹In case of a joint venture, the NFCC shall be computed based on the Audited Financial Statement of the local lead partner, unless it is shown by clear proof that the other partners to the joint venture have infused capital investment to support the operation of the local lead partner to ensure compliance with the obligations under the contracts in this projection which case the NFCC of the foreign joint venture or the minority partner of the joint venture shall be computed.

²The bidder may add tables as may show the different lots bid for and their corresponding NFCC.

BID SECURITY (BANK GUARANTEE) FORM

WHEREAS, *[insert name of Bidder]* (hereinafter called the "Bidder") has submitted its bid dated *[insert date]* for the *[insert name of contract]* (hereinafter called the "Bid").

KNOW ALL MEN by these presents that We *[insert name of Bank]* of *[insert name of Country]* having our registered office at *[insert address]* (hereinafter called the "Bank" are bound unto the *DEPARTMENT OF EDUCATION Central Office*, (hereinafter called the "Entity"), in the sum of *[insert amount]* for which payment well and truly to be made to the said Entity the Bank binds itself, its successors and assigns by these presents.

SEALED with the Common Seal of said Bank this ____ day of _____ 201__.

THE CONDITIONS of this obligation are:

- 1. If the Bidder:
 - (a) withdraws its Bid during the period of bid validity specified in the Form of Bid; or
 - (b) does not accept the correction of arithmetical errors of its bid price in accordance with the Instructions to Bidder; or
- 2. If the Bidder having been notified of the acceptance of its bid by the Procuring Entity during the period of bid validity:
 - (a) fails or refuses to execute the Contract Form in accordance with the Instructions to Bidders, if required; or
 - (b) fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders.

We undertake to pay to the Entity up to the above amount upon receipt of its first written demand, without the Entity having to substantiate its demand, provided that in its demand the Entity will note that the amount claimed by the Entity is due to the Entity owing to the occurrence of one or both of the two (2) conditions, specifying the occurred condition or conditions.

The Guarantee will remain in force up to and including the date *[insert days]* days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Entity, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE _____

SIGNATURE OF THE BANK _____

WITNESS _____

SEAL _____

(Signature, Name and Address)

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
For the Conduct of Procurement Activities under Republic Act No. 11494 or the *Bayanihan*
to Recover as One Act

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]*;

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 its association or relation 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 examine all of the Bidding Documents;
- b. Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
- c. Made an estimate of the facilities available and needed for the contract to be bid, if any; and
- d. Inquire or secure 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 __, 20 at _____, Philippines.

Name and Signature of Bidder's
Authorized Representative

[Jurat]

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

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

AFFIDAVIT OF DISCLOSURE OF NO RELATIONS

(SWORN AFFIDAVIT TO THE BIDDER THAT IT IS NOT RELATED TO THE HOPE, MEMBERS OF THE BAC, THE TWG, THE BAC SECRETARIAT, THE HEAD OF THE PMO, OR THE END-USER OR IMPLEMENTING UNIT, AND THE PROJECT CONSULTANTS, BY CONSAGUINITY OR AFFINITY UP TO THE THIRD CIVIL DEGREE)

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*

(a) *If a sole proprietorship:* The owner and sole proprietor is not related to the Head of the Procuring Entity (HOPE), members of the Bids and Awards Committee (BAC), Technical Working Group (TWG), and the BAC Secretariat, the Head of Project Management Office or the end-user unit, and the project consultants, by consanguinity or affinity up to the third civil degree and has no conflicting interests with each other and is compliant with or is not violating Rule XV, Section 47.2 of the IRR of Republic Act 9184.

(b) *If a partnership,* None of the officers and members of [name of bidder] is related to the Head of the Procuring Entity (HOPE), members of the Bids and Awards Committee (BAC), Technical Working Group (TWG), and the BAC Secretariat, the Head of Project Management Office or the end-user unit, and the project consultants, by consanguinity or affinity up to the third civil degree and has no conflicting interests with each other and is compliant with or is not violating Rule XV, Section 47.2 of the IRR of Republic Act 9184.

(c) *If a cooperative,* None of the officers, directors, and controlling stakeholders or members of [name of bidder] is related to the Head of the Procuring Entity (HOPE), members of the Bids and Awards Committee (BAC), Technical Working Group (TWG), and the BAC Secretariat, the Head of Project Management Office or the end-user unit, and the project consultants, by consanguinity or affinity up to the third civil degree and has no conflicting interests with each other and is compliant with or is not violating Rule XV, Section 47.2 of the IRR of Republic Act 9184.

(d) *If a corporation*, None of the officers, directors, and controlling stockholders of [name of bidder] is related to the Head of the Procuring Entity (HOPE), members of the Bids and Awards Committee (BAC), Technical Working Group (TWG), and the BAC Secretariat, the Head of Project Management Office or the end-user unit, and the project consultants, by consanguinity or affinity up to the third civil degree and has no conflicting interests with each other and is compliant with or is not violating Rule XV, Section 47.2 of the IRR of Republic Act 9184.

(e) *If a joint venture*, The bidder has complied with provisions of items (a), (b), (c) or (d) of Rule XV, Section 47.2 of the IRR of Republic Act 9184 with respect to the members of the said joint venture and is compliant with or is not violating Rule XV, Section 47.2 of the IRR of Republic Act 9184.

Consistent with the Omnibus Sworn Statement,

Select one, delete the other

If a sole proprietorship: I have the full power and authority to sign this affidavit on behalf of [Name of Bidder] for (Name of Project) as shown in the attached duly notarized Special Power of Attorney (which is the same Special Power of the Attorney (SPA) attached to the Omnibus Sworn Statement);

If a partnership, corporation, cooperative, or joint venture: I have the full power and authority to sign this affidavit on behalf of [Name of Bidder] for (Name of Project) as shown in the attached duly notarized Secretary's Certificate, Board/Partnership Resolution, or SPA, whichever is applicable (which is the same SPA, Secretary's Certificate, or Board/Partnership Resolution attached to the Omnibus Sworn Statement).

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

Bidder's Representative/Authorized Signatory

SUBSCRIBED AND SWORN to before me this ___ day of _____ 2020 at _____, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. _____ issued on ___ at _____.

Witness my hand and seal this ___ day of _____ 2020.

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ [date issued], [place issued]

IBP No. _____ [date issued], [place issued]

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of _____.

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 of agent	Amount and Currency	Purpose of Commission 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 Abroad
[shall be submitted with the Bid if bidder is offering goods from Abroad]

For Goods Offered from Abroad

Name of Bidder _____ Project ID 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 authorized to sign the Bid for and behalf of: _____

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. _____ Page ____ 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: _____

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

x ----- x

PERFORMANCE SECURING DECLARATION
For the Conduct of Procurement Activities under Republic Act No. 11494 or the Bayanihan to Recover as One Act

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that: I/We will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years for the second offense, upon receipt of your Blacklisting Order if I/we have violated my/our obligations under the Contract.
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
 - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
 - i. Procuring Entity has no claims filed against the contract awardee;
 - ii. It has no claims for labor and materials filed against the contractor; and
 - iii. Other terms of the contract; or
 - b. replacement by the supplier/distributor/manufacturer/contractor/consultant of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

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'S
AUTHORIZED REPRESENTATIVE]*
[Insert signatory's legal capacity]
Affiant

[Jurat]

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

Contract Agreement Form for the Procurement of Goods (Revised)
[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]

CONTRACT AGREEMENT

THIS AGREEMENT made the _____ day of _____ 20__ between [name of PROCURING ENTITY] of the Philippines (hereinafter called “the Entity”) of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called “the Supplier”) of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly [brief description of goods and services] and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of *[contract price in words and figures in specified currency]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:
 - i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
 - ii. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;
 - iii. Performance Security;
 - iv. Notice of Award of Contract; and the Bidder’s conforme thereto; and
 - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**
3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.

4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

[Insert Name and Signature]

[Insert Name and Signature]

[Insert Signatory's Legal Capacity]

[Insert Signatory's Legal Capacity]

for:

for:

[Insert Procuring Entity]

[Insert Name of Supplier]

Acknowledgment

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

BANK GUARANTEE FORM FOR ADVANCE PAYMENT

To: **Department of Education**
[name of Contract]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause **Error! Reference source not found.** of the General Conditions of Contract to provide for advance payment, *[name and address of Supplier]* (hereinafter called the "Supplier") shall deposit with the PROCURING ENTITY a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[bank or financial institution]*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the PROCURING ENTITY on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding *[amount of guarantee in figures and words]*.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the PROCURING ENTITY and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

ANNEXES

Annex A



Republic of the Philippines
 Department of Education
 Procurement Management Service
 BAC Secretariat Division

REPUBLIKA NG PILIPINAS
 DEPARTMENT OF EDUCATION
 PROCUREMENT MANAGEMENT SERVICE
 BAC SECRETARIAT DIVISION

BIDDER'S INFORMATION SHEET

Directions: Please fill out all information requested legibly. Also, place a checkmark (✓) in the box(es) corresponding to all applicable items.

To be filled by ProcMS-BACSec staff only:
 Control No.: _____

PROJECT NO.: **2020c-BLR4(003)-BIII-CB-008**
 PROJECT: **Supply, Delivery, Installation of Video Conferencing Equipment**
 TOTAL ABC: **PhP 29,815,000.00**

Cost of Bidding Documents –

DATE : _____

GENERAL INFORMATION

FULL NAME OF FIRM/COMPANY: _____

ADDRESS : _____

TEL. NO(S). : _____

FAX NO(S). : _____

EMAIL ADD. : _____

PERSON MANAGING AFFAIRS OF THE FIRM

NAME : _____

POSITION : _____

TEL. NO. : _____

MOBILE NO. : _____

AUTHORIZED REPRESENTATIVE

NAME : _____

POSITION : _____

TEL. NO. : _____

MOBILE NO. : _____

Where did you find out about this project? PhilGEPS DepEd website Bulletin Board

Bid Docs: OR No: _____ Date: _____ Amount: _____

OR No: _____ Date: _____ Amount: _____

Received from Procurement Management Service – BAC Secretariat Division the following:

✓	Document(s)	Received by		Date Received
		Printed Name	Signature	
<input type="checkbox"/>	Bidding Documents			
<input type="checkbox"/>				
<input type="checkbox"/>				

Notes:

- Interested Bidders may signify their intent to purchase the Bidding Documents through email at depedcentral.bacsecretariat@deped.gov.ph by accomplishing this form.
- Upon receipt of the bidder's information sheet, the BAC Secretariat Division will send through email the details of the DECS OSEC Trust Fund Account for payment.
- Upon payment, bidders may send through email the proof of payment before the deadline for submission of bids indicated in the Invitation to Bid, Bidding Documents or Bid Bulletin.
- Upon receipt of proof of payment, the BAC Secretariat will send the electronic copy of the Bidding Documents.

Room M-511, 5th Floor, Mabini Building, DepEd Complex, Meralco Avenue, Pasig City 1600
 Telephone No.: (02) 8633-9343; 8636-6542
 Email Address: depedcentral.bacsecretariat@deped.gov.ph

This form is not for sale, and may be reproduced. Information to be provided may be supported by additional documents for firm's security.

Annex B



Republic of the Philippines
 Department of Education
 Procurement Management Service
 BAC Secretariat Division

ONLINE PRE-BID CONFERENCE FORM

Directions: Please fill out all information requested legibly. Also, place a checkmark (✓) in the box(es) corresponding to all applicable items.

To be filled by ProcMS-BACSec staff only:

Control No.: _____

PROJECT NO.: **2020c-BLR4(003)-BIII-CB-008**
 PROJECT: **Supply, Delivery, Installation of Video Conferencing Equipment**
 TOTAL ABC: **PhP 29,815,000.00**

DATE : _____

GENERAL INFORMATION

FULL NAME OF FIRM/COMPANY: _____

ADDRESS : _____

TEL. NO(S). : _____

FAX NO(S). : _____

EMAIL ADD. : _____

(1) AUTHORIZED REPRESENTATIVE

NAME : _____

POSITION : _____

TEL. NO. : _____

MOBILE NO. : _____

EMAIL ADD. : _____

(2) AUTHORIZED REPRESENTATIVE

NAME : _____

POSITION : _____

TEL. NO. : _____

MOBILE NO. : _____

EMAIL ADD. : _____

Where did you find out about this project? PhilGEPS DepEd website Bulletin Board

Authorized by:

 Name and Signature

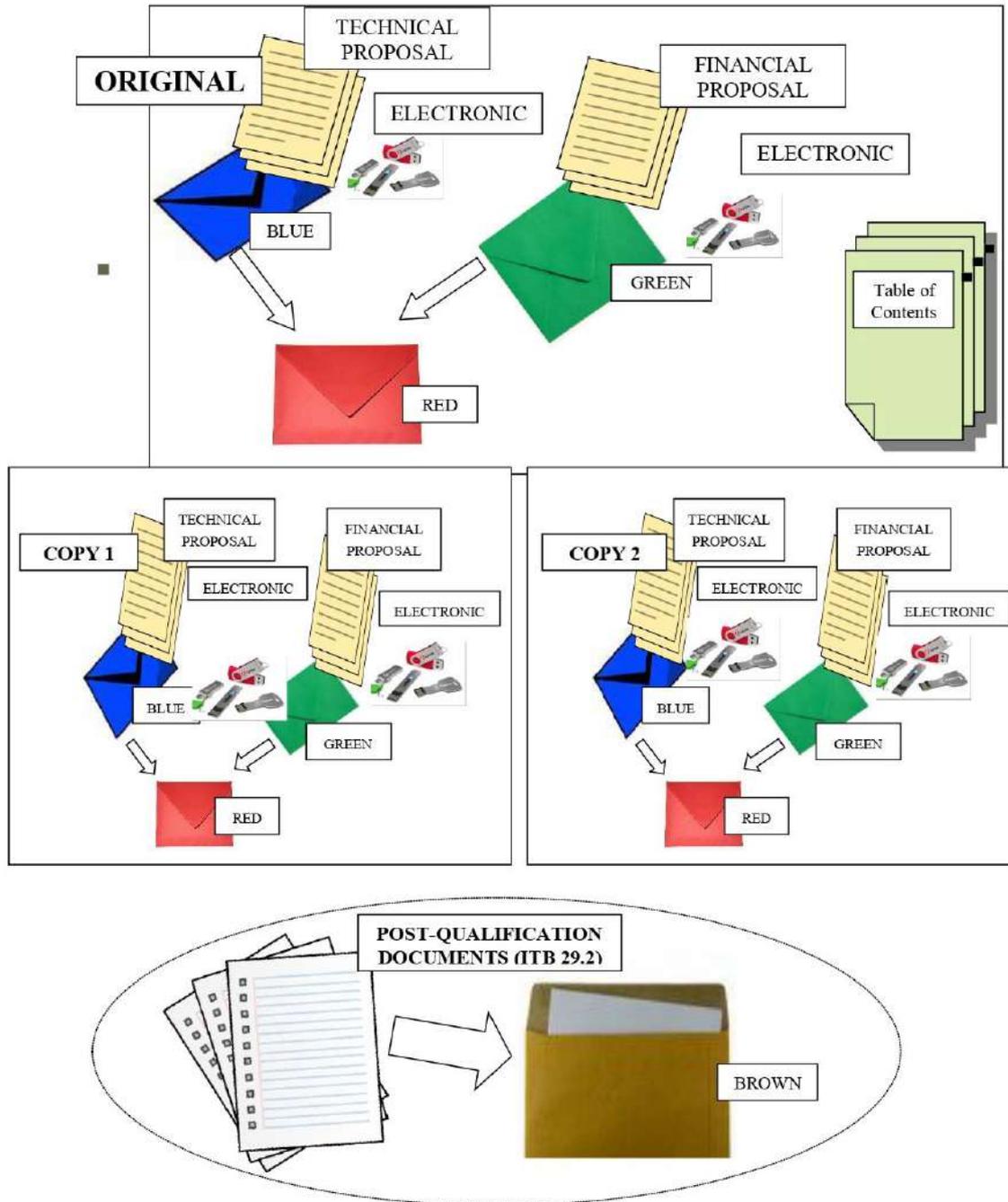
Notes:

1. Prospective bidders who intend to participate are required to communicate with the BAC Secretariat through email at depedcentral.bacsecretariat@deped.gov.ph their confirmation and indicate herein the authorized representative/s on or before the deadline indicated in the Invitation to Bid, Bidding Documents or Bid Bulletin.
2. During the videoconferencing, a maximum of two (2) representatives per bidder shall be allowed to participate.
3. Prospective bidders are required to download and secure accounts of their representative/s of the videoconferencing platform/application to be used.
4. Email accounts may be: Google, Yahoo or Outlook.
5. Representative/s are required to be present at least 20 mins. before the scheduled time.
6. Representatives are required to abide by the house rules/protocol presented during the Pre-bid Conference.
7. Upon receipt of this form which should not be later than 12:00 noon of August 25, 2020, the BAC Secretariat Division will send through email the link of the meeting.

Room M-511, 5th Floor, Mabini Building, DepEd Complex, Meralco Avenue, Pasig City 1600
 Telephone No.: (02) 8633-9343; 8636-6542
 Email Address: depedcentral.bacsecretariat@deped.gov.ph

This form is not for sale, and may be reproduced. Information to be provided may be supported by additional documents for firm's security.

SEALING AND MARKING OF BIDS



ORIGINAL / COPY NO. _____

[BIDDER'S COMPANY NAME]

[COMPANY'S OFFICE ADDRESS]

PUBLIC BIDDING: [PROJECT TITLE]

BIDDING FOR [no.] : [item description] (if applicable)

THE CHAIRPERSON
BIDS AND AWARDS COMMITTEE
DEPARTMENT OF EDUCATION CENTRAL
OFFICE
[VENUE OF BID OPENING]

DO NOT OPEN BEFORE [TIME AND DATE OF BID OPENING]



