



Bids and Awards Committee II

October 27, 2021

BID BULLETIN NO. 1

PROJECT : Procurement and Delivery of Platforms for Learners with Disabilities, and Procurement and Delivery of 2-in-1 Tablet PC to Provision of a Platform for the Accessible Format Learning Resources for Learners with Disabilities

PROJECT NO. : 2021c-BLR2(019&035)-BII-CB-026

This Bid Bulletin is hereby issued for the information and guidance of all prospective bidders. It shall form an integral part of the bidding documents issued on October 9, 2021 relative to above project.

1. Section III. Bid Data Sheet, ITB Clause 10, page 10, is hereby amended to be read as follows:

“In addition to the submission of documents comprising the bid, the prospective bidders are expected to bring two (2) 2-in-1 Tablet PCs for testing and are required to submit their samples on or before the submission and opening of bids to the Procurement Management Service, **consistent with its actual offer as indicated in its bid. However, the bidder may provide a sample of better or superior quality, which, if accepted, shall be the reference for award, contract, prospection and eventual delivery.**”

Failure to submit the required samples on or before the deadline date and time for submission of bids on **November 3, 2021, 9:00 A.M.**, shall be ground for rejection of bids.”

2. Section V. Special Conditions of Contract, GCC Clause 1, pages 31-32, is hereby amended to be read as follows:

**“Delivery and Documents –
The delivery terms applicable under this Contract shall be DDP (Duties Delivered Paid). Risk and title to the Goods shall pass from the Supplier to the DepEd upon receipt and final acceptance of the Goods at the designated delivery site (DepEd Taquig Warehouse).”**

The Goods to be delivered shall conform to and comply with the Standards mentioned in Sec. VI Schedule of Requirements and Sec. VII Technical Specifications of the bidding documents. Upon delivery of the Goods to the Delivery Site, the Supplier shall notify DepEd thru AMD and present the following documents:

- i. Original and four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;**
- ii. The Delivery Receipt;**
- iii. Statement of Accounts;**
- iv. Copy of the Notice to Proceed of the project;**
- v. Signed Approved contract of the project; and**
- vi. Bank account of the Supplier (Bank, Account Name, Number, Address) where the payment of the items be transferred**

For purposes of this Clause the DepEd's Representative at the delivery Site: DepEd Central Office – ATTY. ARIZ DELSON ACAY D. CAWILAN, for the End-User Unit, and MS. MARITESS ABLAY, for the Inspectorate Team.

In case the Supplier encounters condition(s) impeding timely delivery of the Goods, it must promptly notify DepEd in writing of such conditions and any request for work suspension and/or contract delivery period extension shall be promptly done in writing as soon as circumstances providing justification for such requests have become apparent. Supplier must provide sufficient proof to support any request for work suspension and/or contract delivery period extension.

Packaging –

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

Additional Instruction to Supplier:

The Goods shall be packed in the original individual packaging from the Supplier.

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

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

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

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

Transportation –

Transport of the Goods shall be arranged by the Supplier, and related costs shall be included in the contract price.

DepEd accepts no liability for the damage of Goods during transit. Risk and title will not be deemed to have passed to DepEd until its receipt and final acceptance at the final destination, through its authorized receiving personnel.

Intellectual Property Rights –

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

3. Section V. Special Conditions of Contract, GCC Clause 2.2, page 33, is hereby amended to be read as follows:

“Schedule of Payment:

Supplier may submit a request for payment based on the 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.

Delivery documents as may be subsequently prescribed by DepEd shall be provided by the Supplier.

(NOTE: The Supplier must furnish copy of the above-mentioned documents to DepEd Accounting and the End-user (**Bureau of Learning Resources – Manila**) and the Contract Management Division of the Procurement Management Service, Central Office.

~~Payments shall be subject to the “Warranty” provision in the form of either retention money in an amount equivalent to 3% of every~~

~~**progress payment, or a special bank guarantee in the amount equal to at least 3% of the Contract Price required in Section 62 of RA 9184 and its IRR.**~~

The method and conditions of payment to be made to the Supplier through the Government disbursement procedure within sixty (60) days after the date of acceptance of Goods at the delivery site and upon submission of documents under this contract shall be as follows:

Advance Payment

An advance payment of **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.

For the **initial progress payments**, a minimum of 25% of the Contract Price shall be paid to the Supplier upon a minimum of 25% delivery, acceptance and installation of Goods at the delivery site.

Final payment shall constitute release of the retention money in case of expiry of the warranty period, or in case of use in part of the retention money by reason of a call upon the warranty, the final payment shall constitute the release of the balance amount.

All progress payments shall first be charged against the advance payment until the latter have been fully exhausted.”

4. Section VI. Schedule of Requirements, page 38, is hereby amended to be read as follows:

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A. List/Description of Goods /Services

The delivery schedule expressed below stipulates the date of delivery to the project site.

Lot	Description	Quantity (unit)	Contract Duration
1	Procurement and Delivery of Platforms for Learners with Disabilities	4,758 units	Within Thirty (30) calendar days from the date of receipt of the Notice to Proceed or the date provided for each purpose indicated in the NTP.
2	Procurement and Delivery of 2-in-1 Tablet PC to Provision of a Platform for the Accessible Format Learning Resources	6,666 units	Within Ninety (90) calendar days from the date of receipt of the Notice to Proceed or the date provided for each purpose indicated in the NTP.

	for Learners with Disabilities		
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B. Delivery Schedule

Complete delivery shall be made within the contract duration indicated herein above from the date of receipt of the Notice to Proceed (NTP) in coordination with DepEd Administrative Service-Asset Management Division (AS-AMD).

C. Delivery Site

Goods shall be delivered to DepEd Taguig Warehouse.

D. Delivery and Receiving Instructions

The Supplier shall observe the following 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 2:00 P.M. The Receiving Personnel reserves the right to refuse to receive/accept delivered Goods made before 8:00 A.M. or after 2:00 P.M., and on non-working days.**
- 4) The Supplier shall coordinate with DepEd Administrative Service- Asset Management Division for purposes of Inspection and Acceptance.**

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


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5. Section VII. Technical Specifications, pages 40-43, is hereby amended to be read as:

	ORIGINAL PROVISION	PROVISION AS AMMENDED
Item No.	General Requirements/Specifications	
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.	Imported products should pass international control product standards and have international quality control product markings of any of these: CE/ 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.
Item	Specification	
9	<p>Ports</p> <ul style="list-style-type: none"> - 1 x USB 3.0 Type C - 1 x USB 2.0 or USB 3.0 - 1 x SD/micro SD - 1 x HDMI/micro HDMI - 1 x Combo Audio Jack <p><i>(USB conversion/extension/adaptor are not allowed)</i></p>	<p>Ports</p> <ul style="list-style-type: none"> • 1 x USB 3.0 Type C • 1 x USB 2.0 or USB 3.0 • 1 x SD/micro-SD • 1 x HDMI/micro HDMI • 1 x Combo Audio Jack <p><i>(USB conversion/extension/adaptor are not allowed)</i></p>
16	<p>Operating System</p> <ul style="list-style-type: none"> • Windows 10 Professional (<i>“Shape the Future”</i>) SKU with antivirus 	<p>Operating System</p> <ul style="list-style-type: none"> • Windows 10 Professional (<i>“Shape the Future”</i>) SKU with antivirus <u>or Windows 10 Professional with antivirus</u>
24	<p>Ecolabel</p> <ul style="list-style-type: none"> • ISO 14024:1999 or ECMA 370, CE or equivalent (Ecolabel) 	<p>Ecolabel</p> <ul style="list-style-type: none"> • <u>ISO 14024:1999 or ECMA 370</u> • <u>CE or equivalent (Ecolabel)</u>

All other provisions not herein modified shall remain in full force and effect.

For your information and guidance.


Atty. REVSEE A. ESCOBEDO
 Undersecretary and Chairperson