

# **PHILIPPINE BIDDING DOCUMENTS**

**DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS**

**NEGROS ISLAND REGION**

**BIO-OS, AMLAN, NEGROS ORIENTAL**

# **Procurement of GOODS**

**Government of the Republic of the Philippines**

**PROCUREMENT ID/CONTRACT ID: 25GR0001**

**CONTRACT NAME: Procurement of Laptop and Desktop computers for use in Regional Office (NIR).**

**CONTRACT LOCATION: Bio-os, Amlan, Negros Oriental**

**Start Date for Issuance of Bidding Documents: May 6, 2025**

**Date of Opening of Bids: May 26, 2025**

**Sixth Edition  
July 2020**

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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.



**INVITATION TO BID  
FOR  
/ PROCUREMENT OF LAPTOP AND DESKTOP COMPUTERS FOR USE IN REGIONAL  
OFFICE (NIR)**

1. The Department of Public Works and Highways, Negros Island Region, thru its Bids and Awards Committee, through the **FY 2025 EAO** intends to apply the sum of **Php 7,878,045.00** being the Approved Budget for the Contract (ABC) to payments under the **Contract ID No. 25GR0001 – Procurement of Laptop and Desktop Computers for use in Regional Office (NIR)** Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The Department of Public Works and Highways, Negros Island Region now invites bids for the above Procurement Project. Delivery of the goods is required as specified in the Schedule of Requirements. Bidders should have completed, within (5) years from the date of submission and receipt of bids, a contract similar to the Project whose values must be at least 50% of the ABC. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

4. Prospective Bidders may obtain further information from Department of Public Works and Highways, Negros Island Region thru its Bids and Awards Committee and inspect the Bidding Documents at the address given below during Monday to Friday from 8:00 AM – 5:00 PM.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **May 06, 2025** until before 10:00 AM of **May 26, 2025** from the given address or website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Php 10,000.00**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person.
6. The Department of Public Works and Highways, Negros Island Region thru its Bids and Awards Committee will hold a Pre-Bid Conference on **May 14, 2025, 9:30 A.M.** at the **Conference Room, DPWH Negros Oriental 2nd District Engineering Office (where the NIR Regional Office holds a temporary office)** and/or through video conferencing or

webcasting via **YouTube Live** (YouTube Channel: **DPWH Regional Office NIR Procurement LS**), which shall be open to prospective bidders.

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **10:00 AM** on **May 26, 2025**. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 14.
9. Bid opening shall be on **May 26, 2025, 10:01 AM** at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The Department of Public Works and Highways, Negros Island Region thru its Bids and Awards Committee 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:

**MARIA LIZA G. RULL**

OIC - Head, BAC Secretariat  
DPWH, Negros Island Region  
Brgy. Cangmating, Sibulan, Negros Oriental  
NIR Temporary Office  
procurement\_nir@dpwh.gov.ph

12. You may visit the following websites:

For downloading of Bidding Documents: [www.dpwh.gov.ph](http://www.dpwh.gov.ph) and/or  
[www.notices.philgeps.gov.ph](http://www.notices.philgeps.gov.ph)

  
**RODNEY A. GUSTILO**  
OIC - Assistant Regional Director  
BAC 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, Negros Island Region, Bio-os, Amlan, Negros Oriental wishes to receive Bids for the **Procurement of Laptop and Desktop computers for use in Regional Office (NIR)** with identification number **25GR0001**.

The Procurement Project (referred to herein as “Project”) is composed of **10 items**, 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 2025 EAO** in the amount of **Php 7,878,045.00**.

2.2. The source of funding is:  
a. NGA, the 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. *[Select one, delete other/s]*  
a. Foreign ownership exceeding those allowed under the rules may participate pursuant to:

- i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
    - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
    - iii. When the Goods sought to be procured are not available from local suppliers; or
    - iv. When there is a need to prevent situations that defeat competition or restrain trade.
  - b. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
- [Select one, delete the other/s]*
- a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
  - b. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.
  - 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: *[Select either failure or monopoly of bidding based on market research conducted]*
    - 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:

*[Select one, delete other/s]*

- a. Subcontracting is allowed. The portions of Project and the maximum percentage allowed to be subcontracted are indicated in the **BDS**, which shall not exceed twenty percent (20%) of the contracted Goods.
  - b. Subcontracting is not allowed.
- 7.2. *[If Procuring Entity has determined that subcontracting is allowed during the bidding, state:]* The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
- 7.3. *[If subcontracting is allowed during the contract implementation stage, state:]* The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.
- 7.4. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

## 8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on **May 14, 2025, 9:30 A.M.** at the **Conference Room, DPWH Negros Oriental 2nd District Engineering Office (where the NIR Regional Office holds a temporary office)** and/or through **YouTube Live** (YouTube Channel: **DPWH Regional Office NIR Procurement LS**) 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 *[state relevant period as provided in paragraph 2 of the **IB**]* 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.
- 11.5. *[Include if Framework Agreement will be used:]* Financial proposals for single or multi-year Framework Agreement shall be submitted before the deadline of submission of bids as prescribed in the **IB**. For multi-year Framework Agreement, evaluation of the financial proposal during this stage is for purposes

of determining eligibility and whether or not such financial proposal is within the ABC.

## 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 the **BDS**.
- 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.
  - i. The price of other (incidental) services, if any, as listed in the **Section VII (Technical Specifications)**.

12.2. *[Include if Framework Agreement will be used:]* For Framework Agreement, the following should also apply in addition to Clause 12.1:

- a. For a single year Framework Agreement, the prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.
- b. For a multi-year Framework Agreement, the prices quoted by the Bidder during submission of eligibility documents shall be the ceiling and the price quoted during mini-competition must not exceed the initial price offer. The price quoted during call for mini-competition shall be fixed during the Bidder's performance of that Call-off and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.

## 13. Bid and Payment Currencies

13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation,

Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.

13.2. Payment of the contract price shall be made in:

a. Philippine Pesos.

## 14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration<sup>1</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

14.2. The Bid and bid security shall be valid until *[indicate date]*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

14.3. *[Include if Framework Agreement will be used:]* In the case of Framework Agreement, other than the grounds for forfeiture under the 2016 revised IRR, the bid security may also be forfeited if the successful bidder fails to sign the Framework Agreement, or fails to furnish the performance security or performance securing declaration. Without prejudice on its forfeiture, bid securities shall be returned only after the posting of performance security or performance securing declaration, as the case may be, by the winning Bidder or compliant Bidders and the signing of the Framework Agreement.

## 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 7 of the **IB**.

16.2. *[Include if Framework Agreement will be used:]* For multi-year Framework Agreement, the submission of bids shall be for the initial evaluation of their technical and financial eligibility. Thereafter, those declared eligible during the

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

said initial eligibility evaluation and entered into a Framework Agreement with the Procuring Entity shall submit anew their best financial offer at the address and on or before the date and time indicated in the Call for each mini-competition.

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

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

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

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

## **18. Domestic Preference**

- 18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.
- 18.2. *[Include if Framework Agreement will be used:]* For multi-year Framework Agreement, determination of margin of preference shall be conducted every call for Mini-Competition.

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

- 19.1. The Procuring Entity's 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.

*[Include the following options if Framework Agreement will be used:]*

- a. In the case of single-year Framework Agreement, the Lowest Calculated Bid shall be determined outright after the detailed evaluation;
  - b. For multi-year Framework Agreement, the determination of the eligibility and the compliance of bidders with the technical and financial aspects of the projects shall be initially made by the BAC, in accordance with Item 7.4.2 of the Guidelines on the Use of Framework Agreement.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.



- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:
- [Select one, delete the other/s]*
- Option 1 – One Project having several items that shall be awarded as one contract.
- Option 2 – One Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.
- Option 3 - One Project having several items, which shall be awarded as separate contracts per item.
- [Delete Options 2 and 3 if Framework Agreement will be used.]*
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

## **20. Post-Qualification**

- 20.1. *[Include if Framework Agreement will be used:]* For multi-year Framework Agreement, all bidders initially determined to be eligible and financially compliant shall be subject to initial post-qualification. The BAC shall then recommend the execution of a Framework Agreement among all eligible, technically and financially compliant bidders and the Procuring Entity and shall be issued by HoPE a Notice to Execute Framework Agreement. The determination of the Lowest Calculated Bid (LCB) shall not be performed by the BAC until a Mini-Competition is conducted among the bidders who executed a Framework Agreement. When a Call for Mini-Competition is made, the BAC shall allow the bidders to submit their best financial proposals on such pre-scheduled date, time and place to determine the bidder with the LCB.
- 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, *{[Include if Framework Agreement will be used:] or in the case of multi-year Framework Agreement, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant, }* the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**. *{[Include if Framework Agreement will be used:]}* For every mini-competition in Framework

Agreement, the LCB shall likewise submit the required documents for final Post Qualification. }

## 21. Signing of the Contract

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

*[Include the following clauses if Framework Agreement will be used:]*

- 21.2. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Framework Agreement Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- 21.3. Within ten (10) calendar days from receipt of the Notice to Execute Framework Agreement with the Procuring Entity, the successful Bidder or its duly authorized representative shall formally enter into a Framework Agreement with the procuring entity for an amount of One Peso to be paid to the procuring entity as a consideration for the option granted by the procuring entity to procure the items in the Framework Agreement List when the need arises.
- 21.4. The Procuring Entity shall enter into a Framework Agreement with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 21.5. The following documents shall form part of the Framework Agreement:
- a. Framework Agreement Form;
  - b. Bidding Documents;
  - c. Call-offs;
  - d. Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements 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;
  - e. Performance Security or Performance Securing Declaration, as the case may be;
  - f. Notice to Execute Framework Agreement; and
  - g. Other contract documents that may be required by existing laws and/or specified 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> <ul style="list-style-type: none"> <li><b>a. Laptop and Desktop Computers</b></li> <li>b. Completed within <b>five (5) years</b> prior to the deadline for the submission and receipt of bids.</li> </ul>   |
| 7.1        | Subcontracting is not allowed.  |
| 12         | The price of the Goods shall be quoted DDP [ <i>state place of destination</i> ] 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> <ul style="list-style-type: none"> <li>a. The amount of not less than <b>2% of ABC</b> if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than <b>5% of ABC</b> if bid security is in Surety Bond.</li> </ul>  |
| 19.3       | <p><i>[In case the Project will be awarded by lot, list the grouping of lots by specifying the group title, items, and the quantity for every identified lot, and the corresponding ABC for each lot.]</i></p> <p><i>[In case the project will be awarded by item, list each item indicating its quantity and ABC.]</i></p>   |
| 20.2       | <p><b>Licenses and permits relevant to the Project and the corresponding law requiring it:</b></p> <ul style="list-style-type: none"> <li>a) 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, <b>and</b></li> <li>b) 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; <b>and</b></li> <li>c) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR)</li> </ul> |
| 21.2       | <p><b>Additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity:</b></p> <ul style="list-style-type: none"> <li>a) The Supplier's <b>audited financial statements</b>, 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</li> </ul>   |

|  |   |
|--|---|
|  | <p>preceding calendar year which should not be earlier than two (2) years from the date of bid submission; <b><u>and</u></b></p> <p>Note:</p> <ol style="list-style-type: none"> <li>1. Technical and Financial Documents shall be book bounded.</li> <li>2. Contents of Technical and Financial Documents must be numbered/paginated consecutively in the right-hand top margin and signed below page number by duly authorized representative.</li> <li>3. Any missing, incomplete or patently insufficient document in the above-mentioned checklist is a ground for outright rejection (non-complying) of the bid.</li> </ol> <p>Bid corrections or any corrections as well as erasures made in the financial documents including the discounts offered and the methodology of their applications must be duly signed or initialed.</p> <p>Bidder should indicate the brand name of each item being offered. Brochures of items being offered shall be attached to the Technical Documents.</p> |
|--|---|

## ***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**.

*[Include the following clauses if Framework Agreement will be used:]*

- 2.3. For a single-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier in its bid.
- 2.4. For multi-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier during conduct of Mini-Competition.

## 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 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. *{[Include if Framework Agreement will be used:] In the case of Framework Agreement, the Bidder may opt to furnish the performance security or a Performance Securing Declaration as defined under the Guidelines on the Use of Framework Agreement.}*

| <b>Form of Performance Security</b>  | <b>Minimum Amount in % of Total Contract Price</b>                      |
|--|---|
| a. Cash, cashier's/manager's check, issued by a universal or commercial bank; or   | Five Percent (5%)   |
| b. Bank draft/Guarantee or Irrevocable letter of credit issued by a universal or commercial bank: Provided, however, that it shall be confirmed or authenticated by a universal or commercial bank if issued by a foreign bank; or | Five Percent (5%)   |
| c. Surety bond callable upon demand issued by any reputable surety or insurance company certified by the Insurance Commission; or  | Thirty Percent (30%)  |
| d. Any combination of the foregoing forms; or  | Proportionate to share of form with respect to total amount of security |

#### **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 *{[Include if Framework Agreement will be used:] or Framework Agreement}* specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section VII (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

#### **5. Warranty**

- 5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

#### **6. Liability of the Supplier**

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

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



## ***Section V. Special Conditions of Contract***

### **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><i>[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]</i></p> <p><b>Delivery and Documents –</b></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 <i>[indicate place of destination]</i>. 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 <i>[indicate place of destination]</i>. 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>[indicate name(s)]</i>.</p> <p><b>Incidental Services –</b></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> <p><i>Select appropriate requirements and delete the rest.</i></p> <ol style="list-style-type: none"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>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</li> </ol> |

|  |   |
|--|---|
|  | <p>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.</p> <p>f. <i>[Specify additional incidental service requirements, as needed.]</i></p> <p>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.</p> <p><b>Spare Parts –</b></p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <p><i>Select appropriate requirements and delete the rest.</i></p> <ol style="list-style-type: none"> <li>1. 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</li> <li>2. in the event of termination of production of the spare parts: <ol style="list-style-type: none"> <li>i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and</li> <li>ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.</li> </ol> </li> </ol> <p>The spare parts and other components required are listed in <b>Section VI (Schedule of Requirements)</b> and the costs thereof are included in the contract price.</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of <i>[indicate here the time period specified. If not used indicate a time period of three times the warranty period]</i>.</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within <i>[insert appropriate time period]</i> months of placing the order.</p> |
|--|---|

|  |   |
|--|---|
|  | <p><b>Packaging –</b></p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</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> <p>Name of the Procuring Entity<br/> Name of the Supplier<br/> Contract Description<br/> Final Destination<br/> Gross weight<br/> Any special lifting instructions<br/> Any special handling instructions<br/> Any relevant HAZCHEM classifications</p> |
|  | <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><b>Transportation –</b></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><b>Intellectual Property Rights –</b></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> |
|     | <p><b>Regular and Recurring Services –</b></p> <p><i>[In case of contracts for regular and recurring services, state:]</i> “The contract for regular and recurring services shall be subject to a renewal whereby the performance evaluation of the service provider shall be conducted in accordance with Section VII. Technical specifications.”</p>  |
| 2.2 | <p><i>[If partial payment is allowed, state]</i> “The terms of payment shall be as follows: _____.”</p>   |
| 4   | <p>The inspections and tests that will be conducted are: <i>none</i></p>  |

## ***Section VI. Schedule of Requirements***

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

| Item Number           | Description                     | Quantity | Total   | Delivered, Weeks/ Months |
|-----------------------|---------------------------------|----------|---------|--------------------------|
| 1                     | Desktop (Specialized Use)       | 2 units  | 2 units |                          |
| 2                     | Desktop (Application Use)       | 1 unit   | 1 unit  |                          |
| 3                     | Desktop (Administrative Use)    | 5 units  | 5 units |                          |
| 4                     | Laptop (Application Use)        | 2 units  | 2 units |                          |
| 5                     | Laptop (Administrative Use)     | 5 units  | 5 units |                          |
| 6                     | Administrative Server           | 1 unit   | 1 unit  |                          |
| 7                     | eNGAS/Budget Server             | 1 unit   | 1 unit  |                          |
| 8                     | Wifi-6 Mesh Router              | 4 units  | 4 units |                          |
| 9                     | Printer A4                      | 1 unit   | 1 unit  |                          |
| 10                    | Multi-function Printer (MFP) A3 | 7 units  | 7 units |                          |
| ***Nothing follows*** |                                 |          |         |                          |

\_\_\_\_\_  
(Signature Over Printed Name of  
Authorized Representative)

\_\_\_\_\_  
(Designation)

\_\_\_\_\_  
(Name of Bidder/Company)

# ***Framework Agreement List***

Limited to repeatedly required goods and services that are identified to be necessary and desirable, but, by its nature, use or characteristic, the quantity and/ or exact time of need cannot be accurately pre-determined and are not advisable to be carried in stock.

Prepared by the End-User, attached to the APP and submitted to the BAC for the approval of the HOPE.

| <b><i>FRAMEWORK AGREEMENT LIST<br/>(AGENCY)</i></b> |   |   |                                   |                                       |
|---|---|---|-----------------------------------|---------------------------------------|
|   | <b><i>Item / Service<br/>Type and nature of<br/>each item/service</i></b> | <b><i>Cost per item or<br/>service</i></b>                                      | <b><i>Maximum Quantity</i></b>    | <b><i>Total Cost<br/>per Item</i></b> |
|   |   |   |                                   |                                       |
|   |   |   |                                   |                                       |
|   |   |   |                                   |                                       |
|   | <b><i>TOTAL<br/>(Approved Budget for<br/>the Contract)</i></b>            |   |                                   |                                       |
|   | <i>Expected delivery<br/>timeframe after receipt<br/>of a Call-Off.</i>   | <i>Within [no. of days] calendar days upon issuance of Call-off.</i>            |                                   |                                       |
|   | <i>Remarks</i>  | <i>Indicate here any other appropriate information as may be<br/>necessary.</i> |                                   |                                       |
|   |   |   |                                   |                                       |
|   | <b><i>SIGNATURE OVER<br/>PRINTED NAME</i></b>                             | <b><i>POSITION</i></b>  | <b><i>DEPARTMENT/DIVISION</i></b> |                                       |

## ***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.

In case of Renewal of Regular and Recurring Services, the Procuring Entity must indicate here the technical requirements for the service provider, which must include the set criteria in the conduct of its performance evaluation.

# Technical Specifications

| Item  | Specification  | Statement of Compliance |
|---|--|-------------------------|
| <b>1. MULTIFUNCTION INKJET PRINTER (A4)</b> |  |                         |
| General                                     | <b>Print Technology:</b> Inkjet (Color)  |                         |
|   | <b>Print Speed:</b> Minimum speed of 30 ppm or 17 ipm; speed measured using A4/Letter size paper   |                         |
|   | <b>Print Quality:</b> 600 x 600 dpi  |                         |
|   | <b>Copy Speed:</b> Minimum speed of 11.5 cpm or 5.5 ipm; speed measured using A4/Letter size paper   |                         |
|   | <b>Scan Resolution:</b> 1200 dpi   |                         |
|   | <b>Scan Features:</b> Multi-sheet scan to single PDF file; Scan to Network Folder; Scan to USB/Memory Device   |                         |
|   | <b>Scan Type:</b> Flatbed and ADF  |                         |
|   | <b>Duty Cycle:</b> 5,000 pages per month   |                         |
|   | <b>Memory:</b> N/A   |                         |
|   | <b>Ink/Toner System:</b> Continuous Ink Supply System or Ink Tank System (original or built-in); Refill must be available nationwide. Certificate of Authenticity is required. Pre-installed ink tanks with an additional three (3) standard ink refill bottles per color.   |                         |
|   | <b>Network Interface:</b> Fast Ethernet  |                         |
|   | <b>IO Ports:</b> USB 2.0 (Type A); Ethernet (RJ-45)  |                         |
| Paper Handling                              | <b>Duplex Printing:</b> Automatic two-sided printing   |                         |
|   | <b>Paper Trays:</b> Two Trays; Standard Input tray (250 sheets), Multi-purpose tray (100 sheets)   |                         |
|   | <b>Maximum Media Size:</b> Legal (8.5 x 14 in)   |                         |
|   | <b>Media Type:</b> Paper (bond, light, heavy, plain, recycled, rough), envelopes, labels, cardstock, photo, brochures.   |                         |
| Software                                    | <b>Supported OS:</b> Windows 11, 10  |                         |
|   | <b>Drivers:</b> Original CD/DVD copy or in any electronic media storage  |                         |
| Accessories                                 | <b>Cables and Connectors:</b> All necessary cables and connectors; patch cable (CAT6, factory crimped with RJ-45 connector, 5 meters, preferably color orange).  |                         |
| Other Requirements                          | <b>Brand and Model:</b> Must be globally recognized brand of printers and has been marketed in the Philippines for the last ten (10) years. It must be in the current catalog and not end-of-life. The Manufacturer's certificate is required.   |                         |
|   | <b>Regulatory:</b> ENERGY STAR certified (with Energy Star Stamp). For printers that do not carry Energy Star label, an appropriate means of proof of Energy consumption level shall be submitted such as technical dossier of the manufacturer or attest report from a recognized body to demonstrate compliance with this requirement. |                         |
|   | <b>Documentation and Media:</b> The equipment shall be supplied with standard manufacturer documentation, on any electronic storage media and hard copy version where available.   |                         |

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|   | <b>Warranty and Maintenance:</b> The Supplier must provide a one (1) year warranty for parts and onsite labor from the date of the Inspection and Acceptance Report (IAR).   |  |
|   | <b>Technical Support:</b> The local technical support through telephone and email, 8 hours per day (8:00 am – 5:00 pm), 5 days a week (Monday – Friday) for problem resolution. Support shall have a response time of next business day.                                   |  |
|   | <b>Additional Notes:</b> This technical specification shall be issued along with the Certification issued by IMS.  |  |
| <b>2. MULTIFUNCTION INKJET PRINTER (A3)</b> |  |  |
| <b>General</b>                              | <b>Print Technology:</b> Inkjet (Color)  |  |
|   | <b>Print Speed:</b> Minimum speed of 30 ppm or 20 ipm; speed measured using A4/Letter size paper   |  |
|   | <b>Print Quality:</b> 4800 x 1200 dpi  |  |
|   | <b>Copy Speed:</b> Minimum speed of 30 cpm or 11 ipm; speed measured using A4/Letter size paper  |  |
|   | <b>Scan Resolution:</b> 1200 dpi   |  |
|   | <b>Scan Features:</b> Multi-sheet scan to single PDF file; Scan to Network Folder; Scan to USB/Memory Device   |  |
|   | <b>Scan Type:</b> Flatbed and ADF  |  |
|   | <b>Duty Cycle:</b> 5,000 pages per month   |  |
|   | <b>Memory:</b> Manufacturer's Standard   |  |
|   | <b>Ink/Toner System:</b> Continuous Ink Supply System or Ink Tank System (original or built-in); Refill must be available nationwide. Certificate of Authenticity is required. Pre-installed ink tanks with an additional three (3) standard ink refill bottles per color. |  |
|   | <b>Network Interface:</b> Fast Ethernet  |  |
|   | <b>IO Ports:</b> USB 2.0 (Type A); Ethernet (RJ-45)  |  |
| <b>Paper Handling</b>                       | <b>Duplex Printing:</b> Automatic two-sided printing   |  |
|   | <b>Paper Trays:</b> Two Trays; Standard Input tray (250 sheets), Multi-purpose tray (50 sheets)  |  |
|   | <b>Maximum Media Size:</b> A3 (11.7 x 17 in)   |  |
|   | <b>Media Type:</b> Paper (bond, light, heavy, plain, recycled, rough), envelopes, labels, cardstock, photo, brochures.   |  |
| <b>Software</b>                             | <b>Supported OS:</b> Windows 11, 10  |  |
|   | <b>Drivers:</b> Original CD/DVD copy or in any electronic media storage  |  |
| <b>Accessories</b>                          | <b>Cables and Connectors:</b> All necessary cables and connectors; patch cable (CAT6, factory crimped with RJ-45 connector, 5 meters, preferably color orange).  |  |
| <b>Other</b>                                | <b>Brand and Model:</b> Must be globally recognized brand of printers and has been marketed in the Philippines for the last ten (10) years. It must be in the current catalog and not end-of-life. The Manufacturer's certificate is required.                             |  |

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|   | <b>Regulatory:</b> ENERGY STAR certified (with Energy Star Stamp). For printers that do not carry Energy Star label, an appropriate means of proof of Energy consumption level shall be submitted such as technical dossier of the manufacturer or attest report from a recognized body to demonstrate compliance with this requirement.  |  |
|   | <b>Documentation and Media:</b> The equipment shall be supplied with standard manufacturer documentation, on any electronic storage media and hard copy version where available.  |  |
|   | <b>Warranty and Maintenance:</b> The Supplier must provide a one (1) year warranty for parts and onsite labor from the date of the Inspection and Acceptance Report (IAR).  |  |
|   | <b>Technical Support:</b> The local technical support through telephone and email, 8 hours per day (8:00 am – 5:00 pm), 5 days a week (Monday – Friday) for problem resolution. Support shall have a response time of next business day.  |  |
|   | <b>Additional Notes:</b> This technical specification shall be issued along with the Certification issued by IMS.   |  |
| <b>3. DESKTOP COMPUTER (Specialized Software Use)</b> |   |  |
| <b>Computer</b>                                       | <b>Processor &amp; Chipset:</b> Core-i7 (13 <sup>th</sup> Gen) high performance or its equivalent, minimum of 16-cores and 5.40 GHz max turbo frequency   |  |
|   | <b>Internal Memory:</b> 32GB DDR4   |  |
|   | <b>Storage:</b> 1TB SSD + 500GB 7200RPM HDD   |  |
|   | <b>Display &amp; Graphics:</b> 23-inch to 24-inch Diagonal Full High-Definition Wide Screen or Wide Viewing Angle IPS Display (same brand as CPU); 8GB GDDR6 dedicated graphics memory  |  |
|   | <b>Audio:</b> Integrated Sound Card with internal/external speaker  |  |
|   | <b>Expansion Slot:</b> 4 slots on board, at least 1 PCI Express slot  |  |
|   | <b>I/O Ports:</b> Minimum of 6 USB slots (at most 1 Type-C), HDMI/Display Port, Audio Port, Ethernet (RJ-45)  |  |
|   | <b>Network Interface:</b> Integrated Gigabit Ethernet   |  |
|   | <b>Casing:</b> Two (2) external drive bays  |  |
| <b>Software</b>                                       | <b>Operating System:</b> Licensed OEM Windows 11 Professional 64-bit with media installer. Must be activated with Microsoft prior to delivery.  |  |
|   | <b>Recovery Media:</b> All drivers and utilities must be stored in any electronic storage media. It must be properly labeled and virus-free.  |  |
|   | <b>Office Software:</b> Microsoft Office Standard (latest version) under Cloud Solution Provider (CSP) Agreement. The licenses must be perpetual and transferable. It must be licensed and named after the DPWH and can be added to the Department's existing tenant domain dpwhgovph.onmicrosoft.com and primary domain dpwh.gov.ph. The Supplier must present a certificate as a Certified CSP Direct Partner in the Philippines. |  |
| <b>Accessories</b>                                    | <b>Keyboard:</b> Manufacturer's Standard (same brand as the computer)   |  |
|   | <b>Mouse:</b> Optical with a mouse pad (same brand as the computer)   |  |
|   | <b>Webcam:</b> 2MP FHD  |  |
|   | <b>Headset:</b> Headset with Microphone (1-meter cable length, with noise cancellation feature, audio jack / USB connections type. Must be compatible with the offered desktop)   |  |
|   | <b>Power Supply:</b> Manufacturer's Standard  |  |
|   | <b>Cables and Connectors:</b> All necessary cables and connectors; patch cord (CAT6, factory crimped with RJ-45 connector, 5 meters, preferably color orange).  |  |
| <b>Other Requi</b>                                    | <b>Brand and Model:</b> Must be globally recognized brand of computers and has been marketed in the Philippines for the last ten (10) years. It must be in the current catalog and not end-of-life. The Manufacturer's certificate is required.   |  |

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|  | <b>Components:</b> All Components must be the same brand as the computer (except for the webcam, and headset) and manufacturer installed. The supplier is not allowed to change or add any components to the equipment.   |  |
|  | <b>Regulatory:</b> ENERGY STAR certified (with Energy Star Stamp). For Desktop Computers that do not carry an Energy Star label, an appropriate means of proof of Energy consumption levels shall be submitted such as a technical dossier of the manufacturer or a test report from a recognized body to demonstrate compliance with this requirement.   |  |
|  | <b>Documentation and Media:</b> All equipment shall be supplied with standard manufacturer documentation, on any electronic storage media and hard copy version where available.  |  |
|  | <b>Warranty and Maintenance:</b> The Supplier must provide a 1-year warranty on all parts including mouse, headset with microphone, and associated software and onsite labor from the Date of the Inspection and Acceptance Report (IAR).   |  |
|  | <b>Technical Support:</b> The local technical support shall include telephone and email, 8 hours per day (8:00 am – 5:00 pm) 5 days a week (Monday – Friday) for problem resolution. Support shall have a response time of the next business day.   |  |
|  | <b>Additional Notes:</b> The UPS (1000VA) shall be issued in bundle with the Desktop Computer for Specialized Software Use tech specs. This technical specification shall be issued along with the Certification issued by IMS.   |  |
| <b>4. DESKTOP COMPUTER for Application Use</b> |   |  |
| Computer                                       | <b>Processor &amp; Chipset:</b> Core-i5 (13 <sup>th</sup> Gen) or its equivalent, minimum of 14-cores and 4.80 GHz max turbo frequency  |  |
|  | <b>Internal Memory:</b> 16 GB DDR4  |  |
|  | <b>Storage:</b> 1TB 7200RPM HDD + 512 SSD   |  |
|  | <b>Display &amp; Graphics:</b> 21-inch Diagonal Full High-Definition Wide Screen or Wide Viewing Angle IPS Display (same brand as CPU); Integrated graphics memory  |  |
|  | <b>Audio:</b> Integrated Sound Card with internal/external speaker  |  |
|  | <b>Expansion Slot:</b> 4 slots on-board, at least 1PCI Express slot   |  |
|  | <b>Cooling System:</b> Air Cooling System   |  |
|  | <b>I/O Ports:</b> Minimum of 6 USB slots (at most 1 Type-C), HDMI/Display Port, Audio Port, Ethernet (RJ-45)  |  |
|  | <b>Network Interface:</b> Integrated Gigabit Ethernet   |  |
| Software                                       | <b>Casing:</b> Two (2) external drive bays  |  |
|  | <b>Operating System:</b> Licensed OEM Windows 11 Professional 64-bit with media installer. Must be activated with Microsoft prior to delivery.  |  |
|  | <b>Recovery Media:</b> All drivers and utilities must be stored in any electronic storage media. It must be properly labelled and virus-free.   |  |
| Accessories                                    | <b>Office Software:</b> Microsoft Office Standard (latest version) under Cloud Solution Provider (CSP) Agreement. The licenses must be perpetual and transferable. It must be licensed and named after the DPWH and can be added to the Department's existing tenant domain dpwhgovph.onmicrosoft.com and primary domain dpwh.gov.ph. The Supplier must present a certificate as a Certified CSP Direct Partner in the Philippines. |  |
|  | <b>Keyboard:</b> Manufacturer's Standard (same as brand as the computer)  |  |
|  | <b>Mouse:</b> Optical with mouse pad (same brand as the laptop)   |  |
|  | <b>Webcam:</b> 2MP FHD  |  |

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|   | <b>Headset:</b> Headset with Microphone (1-meter cable length, with noise cancellation feature, audio jack/USB connections type. Must be compatible with the offered desktop)   |  |
|   | <b>Power Supply:</b> Manufacturer's Standard  |  |
|   | <b>Cables and connectors:</b> All necessary cables and connectors; patch cord (CAT6, factory crimped with RJ-45 connector, 5 meters, preferably color orange).  |  |
| Other Requirements                                | <b>Brand and Model:</b> Must be globally recognized brand of computers and has been marketed in the Philippines for the last ten (10) years. It must be in the current catalog and not end-of-life. The Manufacturer's certificate is required.   |  |
|   | <b>Components:</b> All Components must be the same brand as the computer (except for the webcam, and headset) and manufacturer installed. The supplier is not allowed to change or add any components to the equipment.   |  |
|   | <b>Regulatory:</b> ENERGY STAR certified (with Energy Star Stamp). For Desktop Computers that do not carry an Energy Star label, an appropriate means of proof of Energy consumption levels shall be submitted such as a technical dossier of the manufacturer or a test report from a recognized body to demonstrate compliance with this requirement. |  |
|   | <b>Documentation and Media:</b> All equipment shall be supplied with standard manufacturer documentation, on any electronic storage media and hard copy version where available.  |  |
|   | <b>Warranty and Maintenance:</b> The Supplier must provide a 1-year warranty on all parts including mouse, headset with microphone, and associated software and onsite labor from the Date of the Inspection and Acceptance Report (IAR).   |  |
|   | <b>Technical Support:</b> The local technical support shall include telephone and email, 8 hours per day (8:00 am – 5:00 pm) 5 days a week (Monday – Friday) for problem resolution. Support shall have a response time of the next business day.   |  |
|   | <b>Additional Notes:</b> The UPS (650VA) shall be issued in bundle with the Desktop Computer for Applications Use tech specs. This technical specification shall be issued along with the Certification issued by IMS.  |  |
| <b>5. DESKTOP COMPUTER for Administrative Use</b> |   |  |
| Computer  | <b>Processor &amp; Chipset:</b> Core-i3 (13 <sup>th</sup> Gen) or its equivalent, minimum of 4-cores and 4.50 GHz max turbo frequency   |  |
|   | <b>Internal Memory:</b> 8 GB DDR4   |  |
|   | <b>Storage:</b> 512GB SSD   |  |
|   | <b>Display &amp; Graphics:</b> 21-inch Diagonal Full High-Definition Wide Screen or Wide Viewing Angle IPS Display (same brand as CPU); Integrated graphics memory  |  |
|   | <b>Audio:</b> Integrated Sound Card with internal/external speaker  |  |
|   | <b>Expansion Slot:</b> 4 slots on-board, at least 1PCI Express slot   |  |
|   | <b>Cooling System:</b> Air Cooling System   |  |
|   | <b>I/O Ports:</b> Minimum of 6 USB slots (at most 1 Type-C), HDMI/Display Port, Audio Port, Ethernet (RJ-45)  |  |
|   | <b>Network Interface:</b> Integrated Gigabit Ethernet   |  |
|   | <b>Casing:</b> Two (2) external drive bays  |  |
| Software  | <b>Operating System:</b> Licensed OEM Windows 11 Professional 64-bit with media installer. Must be activated with Microsoft prior to delivery.  |  |
|   | <b>Recovery Media:</b> All drivers and utilities must be stored in any electronic storage media. It must be properly labelled and virus-free.   |  |

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|   | <b>Office Software:</b> Microsoft Office Standard (latest version) under Cloud Solution Provider (CSP) Agreement. The licenses must be perpetual and transferable. It must be licensed and named after the DPWH and can be added to the Department's existing tenant domain dpwhgovph.onmicrosoft.com and primary domain dpwh.gov.ph. The Supplier must present a certificate as a Certified CSP Direct Partner in the Philippines. |  |
| Accessories                                   | <b>Keyboard:</b> Manufacturer's Standard (same as brand as the computer)  |  |
|   | <b>Mouse:</b> Optical with mouse pad (same brand as the laptop)   |  |
|   | <b>Webcam:</b> 2MP FHD  |  |
|   | <b>Headset:</b> Headset with Microphone (1-meter cable length, with noise cancellation feature, audio jack/USB connections type. Must be compatible with the offered desktop)   |  |
|   | <b>Power Supply:</b> Manufacturer's Standard  |  |
|   | <b>Cables and connectors:</b> All necessary cables and connectors; patch cord (CAT6, factory crimped with RJ-45 connector, 5 meters, preferably color orange).  |  |
| Other Requirements                            | <b>Brand and Model:</b> Must be globally recognized brand of computers and has been marketed in the Philippines for the last ten (10) years. It must be in the current catalog and not end-of-life. The Manufacturer's certificate is required.   |  |
|   | <b>Components:</b> All Components must be the same brand as the computer (except for the webcam, and headset) and manufacturer installed. The supplier is not allowed to change or add any components to the equipment.   |  |
|   | <b>Regulatory:</b> ENERGY STAR certified (with Energy Star Stamp). For Desktop Computers that do not carry an Energy Star label, an appropriate means of proof of Energy consumption levels shall be submitted such as a technical dossier of the manufacturer or a test report from a recognized body to demonstrate compliance with this requirement.   |  |
|   | <b>Documentation and Media:</b> All equipment shall be supplied with standard manufacturer documentation, on any electronic storage media and hard copy version where available.  |  |
|   | <b>Warranty and Maintenance:</b> The Supplier must provide a 1-year warranty on all parts including mouse, headset with microphone, and associated software and onsite labor from the Date of the Inspection and Acceptance Report (IAR).   |  |
|   | <b>Technical Support:</b> The local technical support shall include telephone and email, 8 hours per day (8:00 am – 5:00 pm) 5 days a week (Monday – Friday) for problem resolution. Support shall have a response time of the next business day.   |  |
|   | <b>Additional Notes:</b> The UPS (650VA) shall be issued in bundle with the Desktop Computer for Administrative Use tech specs. This technical specification shall be issued along with the Certification issued by IMS.  |  |
| <b>6. LAPTOP COMPUTER for Application Use</b> |   |  |
| Laptop  | <b>Processor &amp; Chipset:</b> Core-i5 (13 <sup>th</sup> Gen) or its equivalent, minimum of 10-cores and 4.60 GHz max turbo frequency  |  |
|   | <b>Internal Memory:</b> 16 GB DDR4  |  |
|   | <b>Storage:</b> 512GB SSD   |  |
|   | <b>Display &amp; Graphics:</b> 14" Diagonal Full High-Definition Wide Screen Display with integrated graphics memory  |  |
|   | <b>Audio:</b> Integrated high-definition audio support, integrated speakers and integrated digital microphone.  |  |
|   | <b>Webcam:</b> Integrated widescreen HD   |  |
|   | <b>I/O Ports:</b> 3 USB (2 Type-A and 1 Type-C), HDMI/DisplayPort, Audio Port, Ethernet (RJ-45)   |  |

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|  | <b>Network Interface:</b> Bluetooth, and wireless LAN (auto detecting and auto sensing), Gigabit Ethernet   |  |
|  | <b>Weight:</b> not more than 1.9 kg / 4.2 lbs.  |  |
| Software   | <b>Operating System:</b> Licensed OEM Windows 11 Professional 64-bit with media installer. Must be activated with Microsoft prior to delivery.  |  |
|  | <b>Recovery Media:</b> All drivers and utilities must be stored in any electronic storage media. It must be properly labelled and virus-free.   |  |
|  | <b>Office Software:</b> Microsoft Office Standard (latest version) under Cloud Solution Provider (CSP) Agreement. The licenses must be perpetual and transferable. It must be licensed and named after the DPWH and can be added to the Department's existing tenant domain dpwhgovph.onmicrosoft.com and primary domain dpwh.gov.ph. The Supplier must present a certificate as a Certified CSP Direct Partner in the Philippines.             |  |
| Accessories                                      | <b>Mouse:</b> Optical with mouse pad (same brand as the laptop)   |  |
|  | <b>Carry Case:</b> Manufacturer's Standard  |  |
|  | <b>Cable Adapter:</b> Gigabit Ethernet Cable Adapter (for laptop models without Ethernet port)  |  |
|  | <b>Headset:</b> Headset with Microphone (1-meter cable length, with noise cancellation feature, audio jack/USB connections type. Must be compatible with the offered laptop)  |  |
| Other Requirements                               | <b>Brand and Model:</b> Must be globally recognized brand of computers and has been marketed in the Philippines for the last ten (10) years. It must be in the current catalog and not end-of-life. The Manufacturer's certificate is required.   |  |
|  | <b>Components:</b> All Components must be the same brand as the laptop (except for the headset), manufacturer installed and new. The Supplier is not allowed to change or add any components to the equipment.  |  |
|  | <b>Regulatory:</b> ENERGY STAR certified (with Energy Star Stamp). For Laptops that do not carry an Energy Star label, an appropriate means of proof of Energy consumption levels shall be submitted such as a technical dossier of the manufacturer or a test report from a recognized body to demonstrate compliance with this requirement.   |  |
|  | <b>Documentation and Media:</b> All equipment shall be supplied with standard manufacturer documentation, on any electronic storage media and hard copy version where available.  |  |
|  | <b>Warranty and Maintenance:</b> The Supplier must provide a 1-year warranty on all parts including mouse, headset with microphone, and associated software and onsite labor from the Date of the Inspection and Acceptance Report (IAR).<br><br>In any case that the laptop needs to be pullout for servicing, the Supplier must return the unit within two (2) weeks or a service unit with the same or higher specifications must be issued. |  |
|  | <b>Technical Support:</b> The local technical support shall include telephone and email, 8 hours per day (8:00 am – 5:00 pm) 5 days a week (Monday – Friday) for problem resolution. Support shall have a response time of the next business day.   |  |
|  | <b>Additional Notes:</b> This technical specification shall be issued along with the Certification issued by IMS.   |  |
| <b>7. LAPTOP COMPUTER for Administrative Use</b> |   |  |
| Laptop   | <b>Processor &amp; Chipset:</b> Core-i3 (13 <sup>th</sup> Gen) or its equivalent, minimum of 6-cores and 4.40 GHz max turbo frequency   |  |
|  | <b>Internal Memory:</b> 8 GB DDR4   |  |
|  | <b>Storage:</b> 512GB SSD   |  |



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|                        | <b>Display &amp; Graphics:</b> 14” Diagonal Full High-Definition Wide Screen Display with integrated graphics memory  |  |
|                        | <b>Audio:</b> Integrated high-definition audio support, integrated speakers and integrated digital microphone.  |  |
|                        | <b>Webcam:</b> Integrated widescreen HD   |  |
|                        | <b>I/O Ports:</b> 3 USB (2 Type-A and 1 Type-C), HDMI/DisplayPort, Audio Port, Ethernet (RJ-45)   |  |
|                        | <b>Network Interface:</b> Bluetooth, and wireless LAN (auto detecting and auto sensing), Gigabit Ethernet   |  |
|                        | <b>Weight:</b> not more than 1.78 kg / 3.95 lbs.  |  |
| Software               | <b>Operating System:</b> Licensed OEM Windows 11 Professional 64-bit with media installer. Must be activated with Microsoft prior to delivery.  |  |
|                        | <b>Recovery Media:</b> All drivers and utilities must be stored in any electronic storage media. It must be properly labelled and virus-free.   |  |
|                        | <b>Office Software:</b> Microsoft Office Standard (latest version) under Cloud Solution Provider (CSP) Agreement. The licenses must be perpetual and transferable. It must be licensed and named after the DPWH and can be added to the Department’s existing tenant domain dpwhgovph.onmicrosoft.com and primary domain dpwh.gov.ph. The Supplier must present a certificate as a Certified CSP Direct Partner in the Philippines.             |  |
| Accessories            | <b>Mouse:</b> Optical with mouse pad (same brand as the laptop)   |  |
|                        | <b>Carry Case:</b> Manufacturer’s Standard  |  |
|                        | <b>Cable Adapter:</b> Gigabit Ethernet Cable Adapter (for laptop models without Ethernet port)  |  |
|                        | <b>Headset:</b> Headset with Microphone (1-meter cable length, with noise cancellation feature, audio jack/USB connections type. Must be compatible with the offered laptop)  |  |
| Other Requirements     | <b>Brand and Model:</b> Must be globally recognized brand of computers and has been marketed in the Philippines for the last ten (10) years. It must be in the current catalog and not end-of-life. The Manufacturer’s certificate is required.   |  |
|                        | <b>Components:</b> All components must be the same brand as the laptop (except for the headset), manufacturer installed and new. The Supplier is not allowed to change or add any components to the equipment.  |  |
|                        | <b>Regulatory:</b> ENERGY STAR certified (with Energy Star Stamp). For Laptops that do not carry an Energy Star label, an appropriate means of proof of Energy consumption levels shall be submitted such as a technical dossier of the manufacturer or a test report from a recognized body to demonstrate compliance with this requirement.   |  |
|                        | <b>Documentation and Media:</b> All equipment shall be supplied with standard manufacturer documentation, on any electronic storage media and hard copy version where available.  |  |
|                        | <b>Warranty and Maintenance:</b> The Supplier must provide a 1-year warranty on all parts including mouse, headset with microphone, and associated software and onsite labor from the Date of the Inspection and Acceptance Report (IAR).<br><br>In any case that the laptop needs to be pullout for servicing, the Supplier must return the unit within two (2) weeks or a service unit with the same or higher specifications must be issued. |  |
|                        | <b>Technical Support:</b> The local technical support shall include telephone and email, 8 hours per day (8:00 am – 5:00 pm) 5 days a week (Monday – Friday) for problem resolution. Support shall have a response time of the next business day.   |  |
|                        | <b>Additional Notes:</b> This technical specification shall be issued along with the Certification issued by IMS.   |  |
| <b>8. Admin Server</b> |   |  |

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| Computer                         | <b>Processor &amp; Chipset:</b> Intel Xeon Silver (latest version), or its equivalent, minimum of 8-Cores and 3.60 GHz max turbo frequency  |  |
|                                  | <b>Memory:</b> 16GB DDR4 DIMM   |  |
|                                  | <b>Storage:</b> Two (2) 1.2 TB (2 X 1.2 TB) 12G SAS 10K RPM SFF Hard Drive; Hot-swappable   |  |
|                                  | <b>Storage Controller:</b> 12Gb/s SAS (RAID 0/1)  |  |
|                                  | <b>Expansion Slot:</b> Four (4) PCI Express slot  |  |
|                                  | <b>IO Ports:</b> Three (3) USB 2.0/3.0, VGA   |  |
|                                  | <b>Network Interface:</b> Two (2) ports Integrated Gigabit Ethernet   |  |
|                                  | <b>Casing:</b> Tower with eight (8) drive bays  |  |
|                                  | <b>Monitor:</b> 19-inch Diagonal High-Definition LCD/LED Widescreen Display (same brand as CPU)   |  |
|                                  | <b>Power Supply:</b> Manufacturer's Standard  |  |
| Software                         | <b>Operating System:</b> Windows Server Standard Edition (latest version) 64bit, Core License with 5 device CALs  |  |
|                                  | <b>Database Management:</b> N/A   |  |
|                                  | <b>License Type:</b> The license(s) must be perpetual, transferable, and under the Microsoft Cloud Service Provider (CSP) Agreement. It must be licensed and named after the DPWH and can be added to the Department's existing license portal. Manufacturer Certificate must be provided as proof that the supplied software is authentic and can be legally distributed in the Philippines. |  |
|                                  | <b>Recovery Media:</b> All drivers and utilities must be stored in any electronic storage media. It must be properly labelled and virus free.   |  |
| Accessories                      | <b>Keyboard:</b> Manufacturer's Standard (same as brand as the computer)  |  |
|                                  | <b>Mouse:</b> Optical with mouse pad (same brand as the laptop)   |  |
|                                  | <b>Cables and connectors:</b> All necessary cables and connectors; patch cord (CAT6, factory crimped with RJ-45 connector, 5 meters, preferably color orange).  |  |
| Other Requirements               | <b>Brand and Model:</b> Must be globally recognized brand of server and has been marketed in the Philippines for the last ten (10) years. It must be in the current catalog and not end-of-life. The Manufacturer's certificate is required.  |  |
|                                  | <b>Components:</b> All Components must be the same brand as the Server and factory installed and new. The supplier is not allowed to change or add any components to the equipment.   |  |
|                                  | <b>Regulatory:</b> ENERGY STAR certified (with Energy Star Stamp). For Servers that do not carry an Energy Star label, an appropriate means of proof of Energy consumption levels shall be submitted such as a technical dossier of the manufacturer or a test report from a recognized body to demonstrate compliance with this requirement.   |  |
|                                  | <b>Documentation and Media:</b> All equipment shall be supplied with standard manufacturer documentation, on any electronic storage media and hard copy version where available.  |  |
|                                  | <b>Warranty and Maintenance:</b> The Supplier must provide a three (3) year warranty for parts and associated software and on-site labor, 1-year on mouse and keyboard from the Date of the Inspection and Acceptance Report.   |  |
|                                  | <b>Technical Support:</b> The local technical support shall include telephone and email, 8 hours per day (8:00 am – 5:00 pm) 5 days a week (Monday – Friday) for problem resolution. Support shall have a response time of the next business day.   |  |
|                                  | <b>Additional Notes:</b> The UPS (1500VA) shall be issued in bundle with the Admin Server tech specs. This technical specification shall be issued along with the Certification issued by IMS.  |  |
| <b>9. eNGAS / eBUDGET Server</b> |   |  |

|                       |   |  |
|-----------------------|---|--|
| Computer              | <b>Processor &amp; Chipset:</b> Intel Xeon Silver (latest version), or its equivalent, minimum of 8-Cores and 3.60 GHz max turbo frequency  |  |
|                       | <b>Memory:</b> 16GB DDR4 DIMM   |  |
|                       | <b>Storage:</b> Two (2) 1.2 TB (2 X 1.2 TB) 12G SAS 10K RPM SFF Hard Drive; Hot-swappable   |  |
|                       | <b>Storage Controller:</b> 12Gb/s SAS (RAID 0/1)  |  |
|                       | <b>Expansion Slot:</b> Four (4) PCI Express slot  |  |
|                       | <b>IO Ports:</b> Three (3) USB 2.0/3.0, VGA   |  |
|                       | <b>Network Interface:</b> Two (2) ports Integrated Gigabit Ethernet   |  |
|                       | <b>Casing:</b> Tower with eight (8) drive bays  |  |
|                       | <b>Monitor:</b> 19-inch Diagonal High-Definition LCD/LED Widescreen Display (same brand as CPU)   |  |
|                       | <b>Power Supply:</b> Manufacturer's Standard  |  |
| Software              | <b>Operating System:</b> Windows Server Standard Edition 2019 64-bit, Core License with 5 device CALs   |  |
|                       | <b>Database Management:</b> Microsoft SQL Server 2019 Standard Edition with 5 device CALs.  |  |
|                       | <b>License Type:</b> The license(s) must be perpetual, transferable, and under the Microsoft Cloud Service Provider (CSP) Agreement. It must be licensed and named after the DPWH and can be added to the Department's existing license portal. Manufacturer Certificate must be provided as proof that the supplied software is authentic and can be legally distributed in the Philippines. |  |
|                       | <b>Recovery Media:</b> All drivers and utilities must be stored in any electronic storage media. It must be properly labelled and virus free.   |  |
| Accessories           | <b>Keyboard:</b> Manufacturer's Standard (same as brand as the computer)  |  |
|                       | <b>Mouse:</b> Optical with mouse pad (same brand as the laptop)   |  |
|                       | <b>Cables and connectors:</b> All necessary cables and connectors; patch cord (CAT6, factory crimped with RJ-45 connector, 5 meters, preferably color orange).  |  |
| Other Requirements    | <b>Brand and Model:</b> Must be globally recognized brand of server and has been marketed in the Philippines for the last ten (10) years. It must be in the current catalog and not end-of-life. The Manufacturer's certificate is required.  |  |
|                       | <b>Components:</b> All Components must be the same brand as the Server and factory installed and new. The supplier is not allowed to change or add any components to the equipment.   |  |
|                       | <b>Regulatory:</b> ENERGY STAR certified (with Energy Star Stamp). For Servers that do not carry an Energy Star label, an appropriate means of proof of Energy consumption levels shall be submitted such as a technical dossier of the manufacturer or a test report from a recognized body to demonstrate compliance with this requirement.   |  |
|                       | <b>Documentation and Media:</b> All equipment shall be supplied with standard manufacturer documentation, on any electronic storage media and hard copy version where available.  |  |
|                       | <b>Warranty and Maintenance:</b> The Supplier must provide a three (3) year warranty for parts and associated software and on-site labor, 1-year on mouse and keyboard from the Date of the Inspection and Acceptance Report.   |  |
|                       | <b>Technical Support:</b> The local technical support shall include telephone and email, 8 hours per day (8:00 am – 5:00 pm) 5 days a week (Monday – Friday) for problem resolution. Support shall have a response time of the next business day.   |  |
|                       | <b>Additional Notes:</b> The UPS (1500VA) shall be issued in bundle with the Admin Server tech specs. This technical specification shall be issued along with the Certification issued by IMS.  |  |
| ***Nothing follows*** |   |  |

---

(Signature Over Printed Name of  
Authorized Representative)

---

(Designation)

---

(Name of Bidder/Company)

# Technical Specifications

| <b>TECHNICAL SPECIFICATIONS</b> |                                |  |  |
|---------------------------------|--------------------------------|--|--|
| <b><i>Item / Service</i></b>    | <b><i>Maximum Quantity</i></b> | <b><i>Technical Specifications / Scope of Work</i></b> | <b><i>Statement of Compliance</i></b>  |
|                                 |                                |  | <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.]</i></p> |
|                                 |                                |  |  |
|                                 |                                |  |  |
|                                 |                                |  |  |
|                                 |                                |  |  |
|                                 |                                |  |  |
|                                 |                                |  |  |
|                                 |                                |  |  |
|                                 |                                |  |  |
|                                 |                                |  |  |

## ***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) **in accordance with Section 8.5.2 of the IRR;**

#### Technical Documents

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

#### Financial Documents

- ☐ (g) The prospective bidder’s computation of Net Financial Contracting Capacity (NFCC) **or** A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

### *Class “B” Documents*

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

## II. FINANCIAL COMPONENT ENVELOPE

- ☐ (i) Original of duly signed and accomplished Financial Bid Form; **and**
- ☐ (j) Original of duly signed and accomplished Price Schedule(s).

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

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

## *Section IX. Bidding Forms*

### **Notes on the Bidding Forms**

The Bidder shall complete and submit with its Bid the **Bid Form** and **Price Schedules** in accordance with **ITB** Clause 0 with the requirements of the Bidding Documents and the format set out in this Section.

When requested in the BDS, the Bidder should provide the **Bid Security**, either in the form included hereafter or in another form acceptable to the Entity, pursuant to **ITB** Clause 0.

The **Contract Agreement Form**, when it is finalized at the time of contract award, should incorporate any corrections or modifications to the accepted Bid resulting from price corrections. The Price Schedule and Schedule of Requirements deemed to form part of the contract should be modified accordingly.

The **Performance Security Form** and **Bank Guarantee Form for Advance Payment** should not be completed by the Bidders at the time of their Bid preparation. Only the successful Bidder will be required to provide performance security and bank guarantee for advance payment in accordance with one of the forms indicated herein or in another form acceptable to the Procuring Entity and pursuant to **GCC** Clause 13 and its corresponding SCC provision.

The sworn affidavit must be completed by all Bidders in accordance with **ITB** Clause 4.2 failure to do so and submit it with the bid shall result in the rejection of the bid and the Bidder's disqualification.



## Bid Form

---

Date: \_\_\_\_\_

Invitation to Bid<sup>2</sup> N°: \_\_\_\_\_

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

Gentlemen and/or Ladies:

Having examined the Bidding Documents including 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 Bidding Documents for the sum of *[total Bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in **BDS** provision for **ITB** Clause 0 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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:<sup>3</sup>

| Name and address       | Amount and | Purpose of agent | Currency |
|------------------------|------------|------------------|----------|
| 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 or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements as per **ITB** Clause 5 of the Bidding Documents.

---

<sup>2</sup> If ADB, JICA and WB funded projects, use IFB.

<sup>3</sup> Applicable only if the Funding Source is the ADB, JICA or WB.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_

*[signature] [in the capacity of]*

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

**BID FORM (FINANCIAL PROPOSAL)****PRICE SCHEDULE FOR GOODS OFFERED****Date of Bid Opening: May 26, 2025****Contract ID: 25GR0001****Contract Name: Procurement of Laptop and Desktop Computers for Use in Regional Office (NIR)**

| <b>1</b>              | <b>2</b>                               | <b>3</b>                | <b>4</b>              |              | <b>5</b>                | <b>6</b>                 | <b>7</b>                 |
|-----------------------|--|-------------------------|-----------------------|--------------|-------------------------|--------------------------|--------------------------|
| <b>Item No.</b>       | <b>Description</b>                     | <b>ABC</b>              | <b>Quantity /Unit</b> |              | <b>Unit Cost (Peso)</b> | <b>Total Cost (Peso)</b> | <b>Delivery Schedule</b> |
| <b>1</b>              | <b>Desktop (Specialized Use)</b>       |                         | <b>2</b>              | <b>units</b> |                         |                          |                          |
| <b>2</b>              | <b>Desktop (Application Use)</b>       |                         | <b>1</b>              | <b>unit</b>  |                         |                          |                          |
| <b>3</b>              | <b>Desktop (Administrative Use)</b>    |                         | <b>5</b>              | <b>units</b> |                         |                          |                          |
| <b>4</b>              | <b>Laptop (Application Use)</b>        |                         | <b>2</b>              | <b>units</b> |                         |                          |                          |
| <b>5</b>              | <b>Laptop (Administrative Use)</b>     |                         | <b>5</b>              | <b>units</b> |                         |                          |                          |
| <b>6</b>              | <b>Administrative Server</b>           |                         | <b>1</b>              | <b>unit</b>  |                         |                          |                          |
| <b>7</b>              | <b>eNGAS/Budget Server</b>             |                         | <b>1</b>              | <b>unit</b>  |                         |                          |                          |
| <b>8</b>              | <b>Wifi-6 Mesh Router</b>              |                         | <b>4</b>              | <b>units</b> |                         |                          |                          |
| <b>9</b>              | <b>Printer A4</b>                      |                         | <b>1</b>              | <b>unit</b>  |                         |                          |                          |
| <b>10</b>             | <b>Multi-function Printer (MFP) A3</b> |                         | <b>7</b>              | <b>units</b> |                         |                          |                          |
| ***Nothing follows*** |  |                         |                       |              |                         |                          |                          |
|                       | <b>Total:</b>                          | <b>Php 7,878,045.00</b> |                       |              |                         |                          |                          |

Total Amount of Bid:

(in words)

(in figure)

Bid Validity: \_\_\_\_\_

Name and Signature of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

## Contract Agreement Form

---

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, viz., [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] (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]*

## Omnibus Sorn Statement

---

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 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 of *[Name of Bidder]*, I have full power and authority to do, execute and perform any and all acts necessary to represent it in the bidding for *[Name of Project]* of the *[Name of Procuring Entity]*;

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 and/or to represent the *[Name of Bidder]* in the bidding as shown in the attached [state the title of attached document showing proof of authorization (*e.g. duly notarized Secretary's Certificate issued by the corporation or members of the joint venture*)];

3. *[Name of Bidder]* is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. *[Name of Bidder]* is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. Select one, delete the rest:

*If a sole proprietorship:* I am 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 a cooperative:* None of the officers and members of the *[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;
8. *[Name of Bidder]* is aware of and has undertaken the following responsibilities as a Bidder:
  - 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]*; and
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 and 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

*[Insert name of Bidder's Authorized Representative]*

Signatory

Bidder's Representative/Authorized  
*[Insert signatory's legal capacity]*

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_ day of *[month]* *[year]* at *[place of execution]*, 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. \_\_\_\_\_ and his/her Community Tax Certificate No. \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_. Witness my hand and seal this \_\_\_\_ day of *[month]* *[year]*.

***NAME OF NOTARY PUBLIC***

Serial No. of Commission

\_\_\_\_\_

Notary Public for \_\_\_\_\_ until  
Roll of Attorneys No.

\_\_\_\_\_

\_\_\_\_\_

*issued]*  
*[place issued]*

PTR No.\_\_\_\_ *[date issued]*, *[place*  
IBP No. \_\_\_\_ *[date issued]*,

Doc. No.\_\_\_\_

Page No.\_\_\_\_

Book No.\_\_\_\_

Series of\_\_\_\_



Telephone/Mobile No. \_\_\_\_\_

Name of Representative: \_\_\_\_\_

Signature of Representative: \_\_\_\_\_

*Bidders are required to include the cost of all taxes, such as, but not limited to: value added tax (VAT), income tax, local taxes, customs duties, freight, insurance, bank charges and other fiscal levies and duties. These shall be itemized in the bid form and reflected in the detailed estimates*

**STATEMENT OF ALL GOVERNMENT AND PRIVATE CONTRACTS COMPLETED WHICH ARE SIMILAR IN NATURE**

**Business Name:**

**Business Address:**

| Name of Contract /Project Cost                | a. Owner's Name<br>b. Address<br>c. Telephone Nos. | Nature of Work | Bidder's Role |   | a. Amount at Award<br>b. Amount at Completion<br>c. Duration | a. Date Awarded<br>b. Contract Effectivity<br>c. Date Completed |
|---|--|----------------|---------------|---|--|---|
|   |  |                | Description   | % |  |   |
| <u>Government</u>                             |  |                |               |   |  |   |
|   |  |                |               |   |  |   |
|   |  |                |               |   |  |   |
|   |  |                |               |   |  |   |
|   |  |                |               |   |  |   |
| <u>Private</u>                                |  |                |               |   |  |   |
|   |  |                |               |   |  |   |
|   |  |                |               |   |  |   |
|   |  |                |               |   |  |   |
| Note: This statement shall be supported with: |  |                |               |   |  |   |

1. Contract

2. Certificate of Completion

3. Certificate of Acceptance

Submitted by: \_\_\_\_\_

(Printed Name and Signature)

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

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

**Business Name:**

**Business Address:**

| Name of Contract /Project Cost                | a. Owner's Name<br>b. Address<br>c. Telephone Nos. | Nature of Work | Bidder's Role |   | a. Date Awarded<br>b. Date Started<br>c. Date of Completion | % of Accomplishment |            | Value of Outstanding Works/<br>Undelivered Portion |
|---|--|----------------|---------------|---|---|---------------------|------------|--|
|   |  |                | Description   | % |   | Planned             | Actual     |  |
| <u>Government</u>                             |  |                |               |   |   |                     |            |  |
|   |  |                |               |   |   |                     |            |  |
|   |  |                |               |   |   |                     |            |  |
|   |  |                |               |   |   |                     |            |  |
|   |  |                |               |   |   |                     |            |  |
| <u>Private</u>                                |  |                |               |   |   |                     |            |  |
|   |  |                |               |   |   |                     |            |  |
|   |  |                |               |   |   |                     |            |  |
|   |  |                |               |   |   |                     |            |  |
| Note: This statement shall be supported with: |  |                |               |   |   |                     | Total Cost |  |

1. Notice of Award and/or Contract/Purchase Order
2. Notice to Proceed issued by owner/Certificate of Completion/Official Receipt
3. Certificate of Accomplishment signed by the owner or authorized representative

Submitted by:\_\_\_\_\_

(Printed Name and Signature)

Designation:\_\_\_\_\_

Date:\_\_\_\_\_

## 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. 31
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 Signatory's Legal Capacity]*

for:

*[Insert Procuring Entity]*

*[Insert Name and Signature]*

*[Insert Signatory's Legal Capacity]*  
for:

*[Insert Name of Supplier]*

### **Acknowledgement**

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

## Bank Guarantee Form for Advance Payment

To: [name and address of PROCURING ENTITY]  
[name of Contract]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause 10 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]

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]*

### **FINANCIAL DOCUMENTS FOR ELIGIBILITY CHECK**

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 BIR authorized collecting agent, for the immediately preceding year and a certified copy of Schedule of Fixed Assets particularly the list of construction equipment.

|   |                           | Year 20__ |
|---|---------------------------|-----------|
| 1 | Total Assets              |           |
| 2 | Current Assets            |           |
| 3 | Total Liabilities         |           |
| 4 | Current Liabilities       |           |
| 5 | Net Worth (1-3)           |           |
| 6 | Net Working Capital (2-4) |           |

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

NFCC = [(current asset – current liabilities) (15)] minus value of all outstanding or uncompleted portions of the projects under on-going contracts, including awarded contracts yet to be started, coinciding with the contract to be bid

NFCC = P \_\_\_\_\_

Submitted by:

\_\_\_\_\_  
Name of Supplier / Distributor / Manufacturer

\_\_\_\_\_  
Signature of Authorized Representative

Date : \_\_\_\_\_

Legal Capacity: \_\_\_\_\_

NOTE:

If Partnership or Joint Venture, each Partner or Member Firm of Joint Venture shall submit the above requirements.

The values of the domestic bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR.

"Form No. 3"

