PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

PROCUREMENT FOR THE SUPPLY, DELIVERY AND INSTALLATION OF ICT EQUIPMENT (NEGOTIATED PROCUREMENT-TWO-FAILED BIDDINGS)

Government of the Republic of the Philippines

Philippine Science High School-Zamboanga Peninsula Region Campus

> 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



Republic of the Philippines Department of Science and Technology PHILIPPINE SCIENCE HIGH SCHOOL ZAMBOANGA PENINSULA REGION CAMPUS Cogon, Dipolog City

INVITATION TO BID OF THE PROCUREMENT FOR THE SUPPLY, DELIVERY AND INSTALLATION OF ICT EQUIPMENT (NEGOTIATED PROCUREMENT-TWO-FAILED BIDDINGS)

- 1. The Philippine Science High School-Zamboanga Peninsula Region Campus through the FY 2021 General Appropriations Act (GAA) intends to apply the sum of **Two Million Eight Hundred Thousand Pesos (P 2,800,000.00)** being the ABC to payments under the contract of the Procurement for the Supply, Delivery and Installation of ICT Equipment (Negotiated Procurement-Two Failed Biddings) Project. Bids received in excess of the ABC shall be automatically rejected at bid opening.
- 2. The **Philippine Science High School-Zamboanga Peninsula Region Campus** (PSHS- ZRC) now invites bids for the above Procurement Project. Delivery of the Goods is required within **One Hundred Twenty (120) Calendar Days**. Bidders should have completed, within five (5) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
- 3. Bidding will be conducted through open competitive bidding procedures using a nondiscretionary "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 **Philippine Science High School-Zamboanga Peninsula Region Campus** and inspect the Bidding Documents at the address given below during weekdays from 8:00 a.m. to 5:00 p.m.
- 5. A complete set of Bidding Documents may be acquired by interested Bidders on July 26, 2021 from the given address and website 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 Five Thousand Pesos (P 5,000.00). The Procuring Entity shall allow the bidder to present its proof of payment for the fees to the BAC Secretary at the address given below.
- 6. PSHS-ZRC will hold a **Pre-Bid Conference¹ on August 5, 2021, 2:00 p.m.** at the Conference Room of Academic Building II of PSHS-ZRC, Cogon, Dipolog City, and/or through video conferencing or webcasting via Google Meet, 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 2:00 p.m. of August 20, 2021**. 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 **August 20, 2021 at 2:01 in the afternoon** at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
- 10. PSHS-ZRC (BAC) 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:

Sherl Dianne S. Estoque BAC Secretariat Office PSHS-ZRC, Cogon, Dipolog City ssestoque@zrc.pshs.edu.ph 09089215664 http://zrc.pshs.edu.ph/

12. You may visit the following websites:

For downloading of Bidding Documents:

PSHS-ZRC Website- http://zrc.pshs.edu.ph/category/bid/

PhilGEPS Website- https://philgeps.gov.ph/

July 26, 2021

Adralan . Legape HAZEL R. LAGAPA

Chairperson, Bids and Awards Committee (Goods)

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, wishes to receive Bids for the *Procurement for the Supply, Delivery* and *Installation of ICT Equipment (Two-Failed Biddings)* Project with identification number 2021-04-0092.

The Procurement Project (referred to herein as "Project") is composed of one (1) lot, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

- 2.1. The GOP through the source of funding as indicated below for *FY 2021* in the amount of *Two Million Eight Hundred Thousand Pesos (P 2,800,000.00)*.
- 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.

- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
 - a For 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 below requirement:
 - i. 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 Procuring Entity has prescribed that:
 - a. Subcontracting is not allowed.

8. Pre-Bid Conference

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

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in Section VIII (Checklist of Technical and Financial Documents).
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *five* (5) *years* prior to the deadline for the submission and receipt of bids.

10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.

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, exwarehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in e.
 - b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.

ii. The price of other (incidental) services, if any, as listed in Section VII (Technical Specifications).

13. Bid and Payment Currencies

- 13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.
- 13.2. Payment of the contract price shall be made in Philippine Pesos.

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration² or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until *120 days from the date of Opening of Bids*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

Each Bidder shall submit one original copy of the first and second components of its Bid and another two (2) copies of the said bids.

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

 $^{^{2}}$ 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.

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in Section VII (Technical Specifications), although the ABCs of these lots or items are indicated in the BDS for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as one Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

20.2. 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, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be:
	a. Procurement for the Supply, Delivery and Installation of ICT Equipment (Two-Failed Biddings)
	b. Completed within <i>five (5) years</i> prior to the deadline for the submission and receipt of bids.
7.1	Not applicable
12	The price of the Goods shall be quoted DDP with the place of destination in the <i>Philippines</i> .
14.1	 The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: a. The amount of not less than Fifty-Six Thousand Pesos (P 56,000.00), if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than One Hundred Forty Thousand Pesos (P 140,000), if bid security is in Surety Bond.
19.3	Procurement for the Supply, Delivery and Installation of ICT Equipment (Negotiated Procurement-Two-Failed Biddings) Note: Details are specified in Section VII and in the attached Technical Specifications of the Project
20.2	Not applicable.

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

- 6.1. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 62. 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

GCC Clause	
1	 wher trade terms used to describe the obligations of the parties shall have meanings assigned to them by the current edition of INCOTERMS shed by the International Chamber of Commerce, Paris. The Delivery is of this Contract shall be as follows: delivery terms applicable to the Contract are DDP delivered within the ppines. In accordance with INCOTERMS." delivery terms applicable to this Contract are delivered within the ppines. Risk and title will pass from the Supplier to the Procuring Entity receipt and final acceptance of the Goods at their final destination." very of the Goods shall be made by the Supplier in accordance with the specified in Section VI (Schedule of Requirements). uurposes of this Clause the Procuring Entity's Representative at the Project s <i>Carlo F. Reyes I</i> Lental Services – Supplier is required to provide all of the following services, including ional services, if any, specified in Section VI. Schedule of Requirements: a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods;
	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:
	The delivery terms applicable to the Contract are DDP delivered within the Philippines. In accordance with INCOTERMS."
	The delivery terms applicable to this Contract are delivered <i>within the Philippines.</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."
	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).
	For purposes of this Clause the Procuring Entity's Representative at the Project Site is
	June Carlo F. Reyes SST-I
	Incidental Services –
	The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:
	the supplied Goods;
	supplied Goods;c. furnishing of a detailed operations and maintenance manual for each
	d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
	e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

Special Conditions of Contract

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

Spare Parts -

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

a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and

b. in the event of termination of production of the spare parts:

- i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
- ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

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

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period indicated in the Technical Specifications/Terms of Reference of the project

Spare parts or components shall be supplied as promptly as possible of placing the order.

Packaging –

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

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

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

Name of the Procuring Entity

	Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions
	Any relevant HAZCHEM classifications
	A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.
	Transportation – Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
	Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.
	Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.
	The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.
	Intellectual Property Rights – The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.
2.2	Not applicable.

4	The inspections and tests that will be conducted are:
	Refer to the Technical Specifications of the project for the detailed
	requirements.

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.

ltem		Description	Quantity	Total	Delivered Weeks/ Months
One (1	LOT Supply, Deliv	very and Installation of ICT Equipment			
1		MENT CAMERA WITH OPTICAL ZOOM (Branded)	8 units	8 units	3.94
'	EFFECTIVE	at least 2MP (1920 x 1080 pixels)	o units	o units	months
	PIXELS				
	CAMERA SENSOR	at least 1/2.7 inch CMOS Sensor			
	FRAME PER SECOND	at least 30fps			
	OUTPUT	at least 1080p resolution			
	RESOLUTION DISPLAY OUT	SXGA (1280 x 1024) / XGA (1024 x 768) / WXGA (1280 x 800) / HD			
		(1360 x 768) / 1080p (1920 x 1080)			
	ZOOM	at least 10x for Digital and 12x for optical			
	MICROPHONE	Built-in			
	AV RECORDING	Built-in			
	SD CARD SLOT	Built-in			
		480p / 720p / 1080p			
	USB-B WARRANTY	VGA / SVGA / XGA / SXGA / WXGA / 720p / 1080p At least 18 months warranty for parts and labor			
		SUPPLY AND DELIVERY			
0		SUPPLY AND DELIVERY	4	4	2.04
2	DSLR CAMERA MEGAPIXEL & SENSOR	24.2MP APS-C CMOS Sensor	1 unit	1 unit	3.94 months
	LENS LCD SCREEN VIDEO RECORDING	Kit Lens 18-55mm 3" Rear Touchscreen Swivel LCD (1,040,000) 1920 x 1080p at 59.94 fps (60 Mbps MP4 via H.264); 1920 x 1080p at 23.98, 29.97 fps (30 Mbps MP4 via H.264); 1920 x 1080p at 29.97 fps (12 Mbps MP4 via H.264); 1280 x 720p at 59.94 fps (26 Mbps MP4 via H.264); 1280 x 720p at 29.97 fps (4 Mbps MP4 via H.264); 640 x 480p at 29.97 fps (9 Mbps MP4 via H.264); 640 x 480p at 29.97 fps (3 Mbps MP4 via H.264); 1920 x 1080p at 29.97 fps (90 Mbps MOV via iFrame)			
	FOCUS ISO CONTINUOUS SHOOTING SHUTTER	Auto; Manual; Continuous Auto Auto, 100-25600 (Extended Mode: 100-51200) Up to 6 fps at 24.2 MP for up to 190 frames in JPEG format; Up to 6 fps at 24.2 MP for up to 21 frames in raw format; Up to 3 fps at 24.2 MP for up to 190 frames in JPEG format; Up to 3 fps at 24.2 MP for up to 21 frames in raw format 30 - 1/4000 Second, Bulb Mode			
	SPEED	Yes			
	SCREEN WIRELESS	Wi-Fi / NFC and Bluetooth Low Energy			
	FUNCTIONS VIEWFINDER FILTER SIZE FOCAL LENGTH	Eye-level pentamirror Front: 58mm 18 - 55mm; Comparable 35mm Focal Length: 28.8 - 88mm			
	APERTURE CARD SLOT COLOR	Maximum: f/4 - 5.6 SD / SDHC* / SDXC* memory cards * UHS-I cards supported Black			
	WARRANTY BATTERY	At least 18 months warranty (2 <i>pcs</i>) LP-E17 Rechargeable Lithium-Ion Battery Pack, 7.2 VDC, 1040 mAh			
		SUPPLY AND DELIVERY			

3 SMALL FORM FAC	TOR DESKTOP PC AND LED MONITOR (Branded)	15 sets	'5 sets	3.94 months
At least 9th Generat power that does not - At least 2GB Dedi - Pre-installed 64-bi - At least 4 GB DDF - At least 256GB SE - Gigabit Ethernet 1 - Front I/O ports: US - Rear I/O ports: US Mic jacks - With USB Keyboar - At least 20" LED M VGA and DVI-D/HDI - AVR	ion 4 Cores processor with at least 2.6 GHz with a thermal design exceed 65 watts and supports hyper-virtualization cated Graphics Card t Operating System (Preferably Windows 10 Pro Operating System) R4 memory, Up to 16GB DD 0 / 100 / 1000 SB 3.1 Gen 1 and 2.0, USB Type C SB 3.1 Gen 1 and 2.0, HDMI, DVI-I / DVI-D, VGA, RJ45, Speaker and d and USB Optical Mouse ionitor with at least 1920 x 1080 resolution, MI/ Display port compatible	0 2612	0 5615	3. 34 months
- Hard disk shall be disk.	ing 80+ bronze minimum (non-generic) formatted in the manner of 40% for the system disk and 60% data			
- At least 18 months	on desktop and 3 years for monitor (warranty)			
	Y AND INSTALLATION	00	00	
4 LAPTOP – Branded PROCESSOR OPERATING SYSTEM MEMORY	d (for Faculty and Staff) At least 8 Cores with 16 Threads 4800H Processor (up to 4.2GHz) or equivalent Pre-installed 64-bit Operating System (Preferably Windows 10 Pro Operating System) At least 8GB DDR4 On-board memory	20 units	20 units	3.94 months
DISPLAY	15.6" 144Hz Full HD IPS-Type,			
GRAPHIC	At least 6GB GDDR6 with 12Gpbs Memory Speed and 1770			
	MHz Boost Clock			
STORAGE	512GB PCIe SSD			
OPTICAL DRIVE	Super Multi DVD (optional)			
CARD READER	Multi-format card reader (SD/SDXC)			
WEBCAM	VGAWebcam			
	HD 720p CMOS module			
NETWORKING	Integrated Wi-Fi 5 (802.11 ac)			
	Bluetooth -Bluetooth® 4.2			
AUDIO	Built-in 2 W Stereo Speakers with Microphone			
ACCESSORIES	Backpack Bag, USB Optical Mouse			
WARRANTY	At least 24 months Warranty for parts and labor			
5 LAPTOP- Branded PROCESSOR	SUPPLY AND DELIVERY (for Journalism, Technology Teachers, MIS Coordinator & ISA) At least 8 Cores with 16 SMT/Hyperthreading 4800HS Processor	6 units	6 units	3.94 months
GRAPHICS	(8M Cache, up to 4.4GHz (Turbo)) or equivalent At least 6GB GDDR6 with 12Gpbs Memory Speed and 1770 MHz Boost Clock Max-Q 6GB GDDR6			
STORAGE MEMORY OPERATING SYSTEM DISPLAY OPTICAL DRIVE	512GB PCIe NVMe M.2 SSD 516GB DDR4 3200MHz RAM Pre-installed 64-bit Operating System (Preferably Windows 10 Pro Operating System) Size: at least 15.6 " 144Hz Full HD IPS-Type, Super Multi DVD (optional)			
CARD READER WEBCAM	Multi-format card reader (SD/SDXC) VGAWebcam HD 720p CMOS module			
EXTRA CONNECTIVITY ACCESSORIES WARRANTY	Gig+ Wi-Fi 6 (802.11ax) USB Type-C Charging Capable Backpack Bag, USB Optical Mouse At least 24 months Warranty for parts and labor SUPPLY AND DELIVERY			

Other Requirements

- 1. The bidder must submit original brochure or actual image of **ALL** deliverables including specifications *during bid submission*.
- 2. Within the warranty period, repairs should be done within the campus.
- 3. The bidder must provide at least one (1) copy of the technical manual/documentation (English) in printed hard copy and electronic (soft
- 4 Render support services to PSHS-ZRC within the warranty period as follows:
 - a. Technical support will be provided through phone calls or email within regular working hours from Monday to Friday, 8:00AM to 5:00PM

b. If the supplied equipment is found defective and need to be pulled-out, the contractor shall

- provide replacement with the same or higher specifications.
- c. Rectify and or/replace any part that fail to pass any test/inspection or make alteration necessary to meet the specification.
- 5. Delivery period will be within 120 days
- 6 The bidder must be at least five (5) years in the business.

Section VII. Technical Specifications

Technical Specifications

Item		Specification	Statement of Compliance
			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.
One (1)	LOT Supply, Delivery ar	Compliance State here State here State here State here State here elither "Comply" against each of or "Not Comply" against each of against each of be be be Specification stating the corresponding performance parameter of the equipment offreed. offreed. Supply, Delivery and Installation of ICT Equipment formered. CTVP DEVLETS at least 2MP (1920 x 1080 pixels) ERA SENSOR at least 1080 presolution At east 1080 presolution at least 1080 presolution LAY OUT SKAA (1280 x 1024) XGA (1024 x 768) / WXGA (1280 x 1024) XGA (1280 x 1024) / XGA (1024 x 768) / WXGA (1280 x 1024) / XGA (1024 x 1024) / XGA (1024 x 1024) / XGA (1280 x 1024) / XGA / SGA / WXGA / 1280 x 1040) / XGA / SGA / SGA / WXGA / 1280 x 1024) / XGA / SGA / WXGA /	
1	DESKTOP DOCUMENT	CAMERA WITH OPTICAL ZOOM (Branded)	
	EFFECTIVE PIXELS		1
	CAMERA SENSOR		1
	FRAME PER SECOND	at least 30fps	
	OUTPUT RESOLUTION		
	DISPLAY OUT		
		800) / HD (1360 x 768) / 1080p (1920 x 1080)	
	ZOOM		
	MICROPHONE		
	AV RECORDING	Built-in	
	SD CARD SLOT	Built-in	
	НОМІ	480p / 720p / 1080p	
	USB-B	VGA / SVGA / XGA / SXGA / WXGA / 720p / 1080p	
	WARRANTY	At least 18 months warranty for parts and labor	
		SUPPLY AND DELIVERY	
2	DSLR CAMERA MEGAPIXEL & SENSOR	24.2MP APS-C CMOS Sensor	
	LENS LCD SCREEN VIDEO RECORDING	3" Rear Touchscreen Swivel LCD (1,040,000) 1920 x 1080p at 59.94 fps (60 Mbps MP4 via H.264); 1920 x 1080p at 23.98, 29.97 fps (30 Mbps MP4 via H.264); 1920 x 1080p at 29.97 fps (12 Mbps MP4 via H.264); 1280 x 720p at 59.94 fps (26 Mbps MP4 via H.264); 1280 x 720p at 29.97 fps (4 Mbps MP4 via H.264); 640 x 480p at 29.97 fps (9 Mbps MP4 via H.264); 640 x 480p at 29.97 fps (3 Mbps MP4 via H.264); 1920 x	
	FOCUS ISO CONTINUOUS SHOOTING	Auto, 100-25600 (Extended Mode: 100-51200) Up to 6 fps at 24.2 MP for up to 190 frames in JPEG format; Up to 6 fps at 24.2 MP for up to 21 frames in raw format; Up to 3 fps at 24.2 MP for up to 190 frames in JPEG format; Up to 3 fps at 24.2 MP for up to 21 frames in raw format	
	TOUCH SCREEN WIRELESS	30 - 1/4000 Second , Bulb Mode Yes Wi-Fi / NFC and Bluetooth Low Energy	

	FUNCTIONS		
	FUNCTIONS		
	VIEWFINDER	Eye-level pentamirror	
	FILTER SIZE	Front: 58 mm	
	FOCAL LENGTH	18 - 55mm; Comparable 35mm Focal Length: 28.8 - 88	
		mm	
	APERTURE	Maximum: f/4 - 5.6	
	CARD SLOT	SD / SDHC* / SDXC* memory cards * UHS-I cards	
		supported	
	COLOR	Black	
	WARRANTY	At least 18 months warranty	
	BATTERY	(2 pcs) LP-E17 Rechargeable Lithium-Ion Battery Pack,	
	BATTERT		
		7.2 VDC, 1040 mAh	
		SUPPLY AND DELIVERY	
3	SMALL FORM FACT	OR DESKTOP PC AND LED MONITOR (Branded)	
Ŭ			
	At least 9th Generatio	n 4 Cores processor with at least 2.6 GHz with a thermal design	
		xceed 65 watts and supports hyper-virtualization	
1	- At least 2GB Dedica		
		Operating System (Preferably Windows 10 Pro Operating System)	
1		I memory, Up to 16GB	
1	- At least 256GB SDI	27 I	
	- Gigabit Ethernet 10		
		3 3.1 Gen 1 and 2.0, USB Type C	
		3 3.1 Gen 1 and 2.0, HDMI, DVI-I / DVI-D, VGA, RJ45, Speaker and	
	Mic jacks		
		and USB Optical Mouse	
		nitor with at least 1920 x 1080 resolution,	
	VGA and DVI-D/HDM	I/ Display port compatible	
	- AVR		
	- Power Supply: Ratin	g 80+ bronze minimum (non-generic)	
		rmatted in the manner of 40% for the system disk and 60% data	
	disk.		
	- At least 18 months of	on desktop and 3 years for monitor (warranty)	
		AND INSTALLATION	
4		(for Faculty and Staff)	
1	PROCESSOR	At least 8 Cores with 16 Threads 4800H Processor (up to	
		4.2GHz) or equivalent	
1	OPERATING	Pre-installed 64-bit Operating System (Preferably Windows	
1	SYSTEM	10 Pro Operating System)	
1	MEMORY	At least 8GB DDR4 On-board memory	
1	DISPLAY	15.6" 144Hz Full HD IPS-Type,	
	GRAPHIC	At least 6GB GDDR6 with 12Gpbs Memory Speed and	
1		1770 MHz Boost Clock	
1	STORAGE	512GB PCIe SSD	
1	OPTICAL DRIVE	Super Multi DVD (optional)	
1	CARD READER	Multi-format card reader (SD/SDXC)	
		VGAWebcam	
	WEBCAM		
	WEBCAM		
	-	HD 720p CMOS module	
	WEBCAM NETWORKING	HD 720p CMOS module Integrated Wi-Fi 5 (802.11 ac)	
	NETWORKING	HD 720p CMOS module Integrated Wi-Fi 5 (802.11 ac) Bluetooth -Bluetooth® 4.2	
	NETWORKING AUDIO	HD 720p CMOS module Integrated Wi-Fi 5 (802.11 ac) Bluetooth -Bluetooth® 4.2 Built-in 2 W Stereo Speakers with Microphone	
	NETWORKING AUDIO ACCESSORIES	HD 720p CMOS module Integrated Wi-Fi 5 (802.11 ac) Bluetooth -Bluetooth® 4.2 Built-in 2 W Stereo Speakers with Microphone Backpack Bag, USB Optical Mouse	
	NETWORKING AUDIO	HD 720p CMOS module Integrated Wi-Fi 5 (802.11 ac) Bluetooth -Bluetooth® 4.2 Built-in 2 W Stereo Speakers with Microphone	

LAPTOP- Branded	(for Journalism, Technology Teachers, MIS Coordinator & ISA)	
PROCESSOR	At least 8 Cores with 16 SMT/Hyperthreading 4800HS	
	Processor (8M Cache, up to 4.4GHz (Turbo)) or equivalent	
GRAPHICS	At least 6GB GDDR6 with 12Gpbs Memory Speed and	
	1770 MHz Boost Clock Max-Q 6GB GDDR6	
STORAGE	512GB PCIe NVMe M.2 SSD	
MEMORY	16GB DDR4 3200MHz RAM	
OPERATING	Pre-installed 64-bit Operating System (Preferably Windows	
SYSTEM	10 Pro Operating System)	
DISPLAY	Size: at least 15.6 " 144Hz Full HD IPS-Type,	
OPTICAL DRIVE	Super Multi DVD (optional)	
CARD READER	Multi-format card reader (SD/SDXC)	
WEBCAM	VGAWebcam	
	HD 720p CMOS module	
EXTRA	Gig+ Wi-Fi 6 (802.11ax) USB Type-C Charging Capable	
CONNECTIVITY		
ACCESSORIES	Backpack Bag, USB Optical Mouse	
WARRANTY	At least 24 months Warranty for parts and labor	
	SUPPLY AND DELIVERY	

Other Requirements

- 7. The bidder must submit original brochure or actual image of **ALL** deliverables including specifications *during bid submission*.
- 8. Within the warranty period, repairs should be done within the campus.
- 9. The bidder must provide at least one (1) copy of the technical manual/documentation (English) in printed hard copy and electronic (soft
- 10. Render support services to PSHS-ZRC within the warranty period as follows:
 - a. Technical support will be provided through phone calls or email within regular working hours from Monday to Friday, 8:00AM to 5:00PM
 - b. If the supplied equipment is found defective and need to be pulled-out, the contractor

shall provide replacement with the same or higher specifications.

- c. Rectify and or/replace any part that fail to pass any test/inspection or make alteration necessary to meet the specification.
- 11. Delivery period will be within 120 days
- 12. The bidder must be at least five (5) years in the business.

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
 or
- (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,

and

- (c) Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
 and
- (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

- (f) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; and
- (g) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; and
- (h) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;

<u>or</u>

Original copy of Notarized Bid Securing Declaration; and

- (i) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or aftersales/parts, if applicable; <u>and</u>
- (j) Original duly signed Omnibus Sworn Statement (OSS);
 and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of

Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

(k) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; and

 Image: 1
 Image: 1
 The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);

or

A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

□ (m) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;

<u>or</u>

duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

25 FINANCIAL COMPONENT ENVELOPE

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

