

PHILIPPINE BIDDING DOCUMENTS

IMPLEMENTATION OF ICT INFRASTRUCTURE DEVELOPEMNT PROJECT

Government of the Republic of the Philippines

**Sixth Edition
July 2020**

Preface

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines for use by any

branch, constitutional commission or office, agency, department, bureau, office, or instrumentality of the Government of the Philippines, National Government Agencies, including Government-Owned and/or Controlled Corporations, Government Financing Institutions, State Universities and Colleges, and Local Government Unit. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract or Framework Agreement, as the case may be; (ii) the eligibility requirements of Bidders; (iii) the expected contract or Framework Agreement duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (iv) the obligations, duties, and/or functions of the winning bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the “*name of the Procuring Entity*” and “*address for bid submission*,” should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.
- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be

printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.

- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national

buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid

*Republic of the Philippines
Department of Education
Region III
Schools Division of Aurora
San Luis, Aurora, 3201 Philippines*

**INVITATION TO BID FOR
IMPLEMENTATION OF ICT INFRASTRUCTURE
DEVELOPMENT PROJECT**

1. The *Department of Education, Schools Division of Aurora, Bids and Awards Committee*, through the downloaded funds intends to apply the sum of **ONE MILLION PESOS ONLY (P1,000,000.00)** being the ABC to payments under the contract for **IMPLEMENTATION OF ICT INFRASTRUCTURE DEVELOPMENT PROJECT**.

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

2. The *Department of Education, Schools Division of Aurora, Bids and Awards Committee* now invites bids for the above Procurement Project. Delivery of the Goods is required within the scheduled date from the end user. Bidders should have completed, within *two (2) years* from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
4. Prospective Bidders may obtain further information from *Department of Education, Schools Division of Aurora, Bids and Awards Committee* Secretariat and inspect the Bidding Documents at the address given below from Monday to Friday from 8:00am to 5:00pm.
5. For those who are interested to purchase Bidding Documents, two (2) options are made available, to wit:
 - a. A complete set of Bidding Documents may be purchased by interested Bidders during office hours starting **AUGUST 09, 2022** until the deadline of submission of bids on **AUGUST 30, 2022** from the *Department of Education, Schools Division of Aurora, Bids and Awards Committee* Secretariat, upon accomplishing a bidder’s Information sheet (see attached) and payment of a non-refundable fee for the Bidding Documents to the DepEd Cashier.

Approved Budget for the Contract	Maximum Cost of Bidding Documents (in Philippine Peso)
500,000 and below	500,000
More than 500,000 up to 1 Million	1,000.00
More than 1 Million up to 5 Million	5,000.00
More than 5 Million up to 10 Million	10,000.00
More than 10 Million up to 50 Million	25,000.00
More than 50 Million up to 500 Million	50,000.00
More than 500 Million	75,000.00

- b. Interested Bidders may signify their intent to purchase the Bidding Documents through email procurement.depdaurora@deped.gov.ph by accomplishing a bidder's information sheet (Annex A). Upon receipt of the bidder's information sheet, the BAC Secretariat will send through email the details of the **DepEd Aurora Trust Fund Account** for payment. Upon payment, bidders must send through email the proof of payment before the deadline for the submission of bids. Upon receipt of proof of payment, the BAC Secretariat will send the electronic copy of the bidding documents.

Payment in checks should be made payable to DepED Aurora Trust Fund.

6. The *Department of Education, Schools Division of Aurora, Bids and Awards Committee* will hold a **Pre-Bid Conference¹ on AUGUST 17, 2022 @ 9:30AM at BAC OFFICE and/or through video conferencing 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 AUGUST 30, 2022 @ 9:00AM.***

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 30, 2022 @ 9:30 00AM at BAC OFFICE.** Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. For the purpose of constituting a quorum, both the physical and virtual presence of the BAC and TWG members shall be considered pursuant to GPPB Resolution No. 09-2020.
11. The *Department of Education, Schools Division of Aurora, 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

¹ May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a Pre-Bid Conference.

35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

PRE BID LINK	AUGUST 17, 2022	
	Pre Bid - Implementation of ICT Infrastructure Development Project Wednesday, August 17 · 9:00 – 10:00am Google Meet joining info Video call link: https://meet.google.com/exq-optc-ryr Or dial: (US) +1 216-525- 9623 PIN: 153 823 098#	
OPENING OF BIDS	AUGUST 30, 2022	
	Opening of Bids - Implementation of ICT Infrastructure Development Project Tuesday, August 30 · 9:30 – 10:30am Google Meet joining info Video call link: https://meet.google.com/tff-yrph-pim Or dial: (US) +1 402-792- 8308 PIN: 929 055 509#	

12. For further information, please refer to:

SHERRA G. ESPINA
Department of Education
Schools Division of Aurora
Bids and Awards Committee-Secretariat
 Email: procurement.depeditaurora@deped.gov.ph

13. You may visit the following websites:

For downloading of Bidding Documents:

<http://www.deped-aurora.com/>

AUGUST 08, 2022

DANILO M. JACOBA
BAC Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *Department of Education, Schools Division of Aurora* wishes to receive Bids for the **IMPLEMENTATION OF ICT INFRASTRUCTURE DEVELOPMENT PROJECT** with identification number **2022-08-300**.

The Procurement Project (referred to herein as “Project”) is composed of *one lot* the details of which are described in Section VI (Schedule of Requirements) and Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for *downloaded funds* in the amount of **ONE MILLION PESOS ONLY** (P1,000,000.00).

2.2. Source of Fund – PROGRAM SUPPORT FUND FOR NETWORK INFRASTRUCTURE OF THE SCHOOLS DIVISION OFFICE

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.

- 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:
- 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:

- 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. 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 the specified date and time and either at its physical address as indicated in the **IB** 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, *as provided in 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.

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.
 - ii. The price of other (incidental) services, if any, as listed in the **BDS**.

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 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 CD reckoned from the opening of bids*. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

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.

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**.

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring 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.

- 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 one 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	<p>For this purpose, contracts similar to the Project shall be:</p> <p style="text-align: center;"><i>INFORMATION AND COMMUNICATION TECHNOLOGIES</i></p> <p>a. completed within 2 years prior to the deadline for the submission and receipt of bids.</p>
7.1	<p>Subcontract 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.</p>
12	<p>The price of the Goods shall be quoted DDP at <i>SDO AURORA</i></p>
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <p>a. The amount of not less than _____ <i>[Indicate the amount equivalent to two percent (2%) of ABC]</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p>b. The amount of not less than _____ <i>[Indicate the amount equivalent to five percent (5%) of ABC]</i> if bid security is in Surety Bond.</p>

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than 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 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

Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>The delivery terms applicable to this Contract are at <i>Gabaldon Building, Baler Central School, Baler, Aurora</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>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements), the detailed delivery schedules and the distribution list.</p> <p>Upon delivery of the Goods to the Delivery Site, the Supplier shall notify DepEd LRMS, Supply Office and Inspectorate Team.</p> <p>For purposes of this Clause the DepEd’s Representative at the Delivery Site is the Division Supply Officer, Inspectorate team or any other personnel authorized by the appropriate DepEd Field Officials (i.e. RD, SDS)</p> <p>In case the Supplier encounters conditions impeding timely delivery of the Goods, it must promptly notify DepEd in writing of such conditions. As a rule, and on account of the emergency nature of this project, no work suspensions and/or contract delivery period extension shall be permitted.</p>
	<p>Packaging –</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</p>

	<p>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 Name of the Supplier Contract Description Final Destination</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>Insurance –</p> <p>The Goods supplied under this Contract shall be fully insured by the Supplier in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery. The Goods remain at the risk and title of the Supplier until their final acceptance by DepEd.</p> <p>Transportation –</p> <p>Transport of the Goods shall be arranged by the Supplier, and related costs shall be included in the contract price</p> <p>DepEd accepts no liability for the damage of Goods during transit. Risk and title will not be deemed to have passed to DepEd until its receipt and final acceptance at the final destination, through its authorized receiving personnel.</p>
	<p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>

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	IMPLEMENTATION OF ICT INFRASTRUCTURE DEVELOPMENT PROJECT	1	LOT	60 DAYS PLACE OF DELIVER: SDO AURORA
	nothing follows			

Section VII. Technical Specifications

Technical Specifications

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

Unit	Item Description	Quantity
pc	Next-generation Unified Security Gateway CPU: Multi-core MIPS Fixed Ports: 8 1000BASE-T ports, 1 SFP port, 1 SFP+ port (non-combo), WAN Ports (Upto 6) Flash: 8M SPIFLASH Hard Disk: Standard 1TB Memory: 2G Concurrent Session:600,000 Recommended Concurrent User: 2000	1

	<p>Portal Authentication Capacity: 1500 (Max Concurrent Users)</p> <p>Network Security: Anti-ARP Spoofing, Defense against malicious attacks from internal and external networks, Support secure address binding, Block WAN Ping, Prevent Port Scan Attack, Prevent Fragmentation Attack, Prevent ICMP Flood Attack, Prevent Teardrop Attack, Prevent Ping of Death Attack, Prevent Land Attack, Prevent Smurf / Fraggle attack, Prevent SYN Flood Attack</p> <p>Layer 2 Features: Support Bridging, Support LAN Port Aggregation</p> <p>WAN Load Balancing: Support (upto 6 WAN Port)</p> <p>High Availability: VRRP, RIP, OSPF</p> <p>URL Filtering: Support HTTP/HTTPS domain filtering, Support remote HTTP automatic URL library upgrade, Local log storage (NAT log, traffic log, URL log, etc.), Support storage on external log server</p> <p>App Caching:Support Cache Capacity:100GB Cache Resources:Windows System Patches</p> <p>Network Protocol: Support TCP/IP protocols, including IP, ICMP, TCP, UDP, etc., Support multiple routing protocols, including static routing, RIP (V1 / V2) and OSPF, Support DHCP Relay and DHCP Server, Support PPPoE Client, Support NAT and multiple NAT ALG including FTP, H.323, DNS, etc., Support ARP, trusted ARP, proxy ARP, etc., Support Ping and Traceroute fault detection</p> <p>Cloud Service: Config via cloud, monitor via cloud, remote via cloud</p>	
pcs	<p>24 Port HPOE Gigabit Managed Switch</p> <p>1U Rack Mount</p> <p>24 10/100/1000Base-T ports (802.3af/at compliant),</p> <p>4 SFP 1000Base-X ports, 370W PoE power</p> <p>24 Port PoE/PoE+, Enabled ports, 4 H-PoE Enabled Ports</p> <p>56Gbps Switching Capacity</p> <p>42Mpps Packet Forwarding Rate</p> <p>MAC Table Size 16k, MAC address filtering</p> <p>VLAN (IEEE802.1Q/MAC VLAN/Private VLAN/Protocol VLAN/Voice VLAN)</p> <p>Web Management using cloud app management included</p>	2

	<p>DHCP snooping</p> <p>Qos Port-based speed limit (ingress/egress)</p> <p>(SP, WRR, DRR, WFQ, SP+WFQ, SP+WRR, SP+DRR, 8 queue priorities per port)</p>	
pc	<p>12 Bay High Performance Scalable Network-Attached Storage for Large Scale Enterprise</p> <p>CPU Total Cores: 4</p> <p>Total Threads: 8</p> <p>Max Turbo Frequency: 2.70 GHz</p> <p>Turbo Boost Frequency‡: 2.70 GHz</p> <p>Processor Base Frequency: 2.40 GHz</p> <p>Cache: 6 MB, TDP: 45 W</p> <p>Architecture: 64bit</p> <p>System Memory:8 GB DDR4 ECC UDIMM</p> <p>Memory Module Pre-installed:8 GB (8 GB x 1)</p> <p>Total Memory Slots:4</p> <p>Maximum Memory Capacity:64 GB (16 GB x 4)</p> <p>Storage:</p> <p>Drive Bays:12</p> <p>Maximum Drive Bays with Expansion Unit:36 (RX1217/RX1217RP x 2)</p> <p>Compatible Drive Type: 3.5" SATA HDD, 2.5" SATA HDD, 2.5" SATA SSD,Hot Swappable Drive</p> <p>RJ-45 1GbE LAN Port:4 (with Link Aggregation / Failover support), USB 3.2 Gen 1 Port*:2, Expansion Port:2</p> <p>PCIe Expansion: 2 x Gen3 x8 slots (x8 link)</p> <p>2U Form Factor, Rackmount installation</p>	1
pc	<p>Micro-four-thirds Mirrorless Digital Single Reflex Camera Body only</p> <p>Lens Compatibility and mount: E Mount</p> <p>Image Sensor:</p> <p>ASPECT RATIO: 3:2</p> <p>NUMBER OF PIXELS (EFFECTIVE): Approx. 24.2 megapixels</p> <p>NUMBER OF PIXELS (TOTAL): Approx. 25.0 megapixels</p> <p>SENSOR TYPE: APS-C type (23.5 x 15.6 mm), CMOS sensor</p> <p>ANTI-DUST SYSTEM: Charge protection coating on optical filter and image sensor shift mechanism</p> <p>AF Points: 425 phase detection, Lock on AF</p> <p>XGA OLED View finder</p> <p>4K (UHD) - 3840 x 2160 video resolution</p> <p>11 fps shooting</p> <p>120fps High-Speed Video</p> <p>Magnesium Alloy Body</p>	1

	<p>One touch remote one touch sharing</p> <p>ISO: 100 - 25600 (expands to 51200)</p> <p>Built-in Wireless</p> <p>Weather Sealed Body</p> <p>2359k dot Electronic viewfinder</p> <p>includes: 64GB SDHC memory card</p> <p>AC Adaptor: AC-UUD12</p> <p>Accessory shoe cap</p> <p>Body cap</p> <p>Eyepiece cup</p> <p>Micro USB cable</p> <p>Rechargeable Battery NP-FW50</p> <p>Shoulder strap</p>	
pc	<p>18–105 mm F4 camera lens compatible with the Micro-four-thirds Mirrorless Digital Single Reflex Camera</p> <p>Lens Mount: E Mount</p> <p>FORMAT: APS-C</p> <p>FOCAL LENGTH (MM): 18-105 mm</p> <p>35 MM EQUIVALENT FOCAL LENGTH (APS-C): 27-157.5 mm</p> <p>LENS GROUPS / ELEMENTS: 12/16</p> <p>ANGLE OF VIEW (APS-C): 76°-15°</p> <p>MAXIMUM APERTURE (F): 4</p> <p>MINIMUM APERTURE (F): 22</p>	1
pc	<p>Full-color Graphical LCD display Office Desktop Label printer</p> <p>Hardware type Desktop</p> <p>Keyboard Qwerty & Numeric</p> <p>Display type LCD (Backlight)</p> <p>LCD Display 20-character x 3 lines LCD Display</p> <p>Print Engine Thermal</p> <p>Print speed 30mm per second</p> <p>Resolution 180dpi / 180 x 360dpi in high resolution</p> <p>Emulation Raster mode</p> <p>Max Print Height 18mm</p> <p>Max Print Length 300mm</p> <p>Tape cutter Auto</p> <p>Tape length setting Auto / 30mm - 300mm</p> <p>Tape length 8m Tape</p> <p>Colour Detection Yes</p> <p>Time and Date Feature Yes</p>	1

	<p>Memory Text Buffer: 280 Characters / Label Buffer: 2,800 Characters Barcodes 9 (CODE39, CODE128, ITF 2/5, EAN13, EAN8, UPC-A, UPC-E, CODABAR, GS1-128 (UCC/EAN128))</p> <p>Auto number / format Yes</p> <p>Underline Yes, Multi-line Print 7, Repeat Print Yes, (1 - 99), Mirror Print Yes, Vertical Print Yes, Print Preview Yes,</p> <p>Tape type TZe laminated and non-laminated tapes Tape width 3.5, 6, 9, 12, 18, 24mm</p>	
pc	<p>Handheld Industrial network labelling tool</p> <p>Housing Dimension 133mm (W) x 220mm (H) x 69mm (D) Housing Weight 740g Tape size/type TZe tape: 3.5, 6, 9, 12, 18mm Print resolution 180dpi Maximum Print height 15.8mm Maximum Print speed 20mm per second Cutter type Manual cutter Keyboard type Qwerty with numeric keypad Number of keys 64 LCD display 15-character x 3 lines graphic LCD backlight Yes LCD size 67mm x 40mm Print preview Yes Text buffer Maximum 200 characters Label memory 50 programmable memories Power Rechargeable Li-ion battery (included) AD-E001A AC Power adapter (included)</p> <p>Built-in fonts 7 Built-in symbols 384 Character sizes 7 types (6, 9, 12, 18, 24, 36, 42 pt) Character widths 4 types (extended, medium, condensed) Font styles 9 Frames 7 Underline Yes Maximum no of lines 5 Horizontal alignment Automatic length labels: left aligned Pre-set label length: centre aligned Tape length setting Yes, (25 - 300mm) Tape margin setting Narrow, half, full, chain print Tab function Yes Special labelling Cable wrap, cable flag, face place, sequential functions numbering, patch panel, punch down block Automatic numbering Yes Mirror printing No Vertical printing Yes Barcode creation Yes, (9 kinds CODE39, CODE 128, EAN13, EAN8, ITF 2/5, UPC-A, UPC-E, CODABAR, GS1-128/UCC/EAN128)</p>	1
pc	<p>Compatible 24mm TZe printable Label for the desktop label printer</p> <p>length: 8Meters x 24mm TZe</p>	1
pc	<p>Compatible 18mm HSe printable label for the handheld label printer</p> <p>length: 8Meters x 18mm Hse</p>	1
pcs	<p>43" Smart TV for monitoring and management of the network performance and security</p>	3

	<p>LED Screen, Screen size: 43", Resolution 3,840 x 2,160</p> <p>Picture Engine: Crystal Processor 4K</p> <p>HDR 10+: Support</p> <p>PQI (Picture Quality Index): 2000</p> <p>Audio: Digital Plus, 5.1 decoder</p> <p>Sound Output (RMS): 20W</p> <p>Smart TV: Web browser, Smart Things support</p> <p>Mobile to TV - Mirroring, DLNA: Yes</p> <p>Tap View: Yes</p> <p>TV Sound to Mobile: Yes, Sound Mirroring: Yes</p> <p>WiFi Direct: Yes</p> <p>Bluetooth Low Energy: Yes</p> <p>HDMI: 3, USB: 1, Ethernet (LAN): Yes</p> <p>Wireless LAN Built-in: Yes (WiFi5)</p> <p>Bluetooth: Yes (BT4.2)</p> <p>Digital Audio Out (Optical): 1</p> <p>with compatible wall mount</p> <p>Design: New Bezel-less, 3 Bezel-less</p>	
pcs	<p>High processor and high graphic performance laptop</p> <p>Processor: i9 12th Gen, 12900H 2.5Ghz Baseclock to 5.0Ghz 14cores 20threads, 24MB Cache</p> <p>Screen: 15.6 inch 240Hz (3ms) WQHD IPS-Level (2560x1440) Screen Resolution, Anti Glare Display</p> <p>Memory: 16GB (8x2) DDR5 4800hz</p> <p>Storage: 1tb, NVMe PCIe 4.0 SSD</p> <p>Video Card: RTX 3080 8GB GDDR6</p> <p>Wireless: 802.11ax, Wi-Fi 6E Compliant</p> <p>Network: Gigabit Ethernet LAN</p> <p>Bluetooth: 5.2 Dual Band 2*2</p> <p>Ports: 2xUSB 3.2 Type A Gen1</p> <p>1xUSB 3.2 Type C Gen 2 (support Display port/Power Delivery/Gsync)</p> <p>1xThunderbolt port 4 (Support Display port)</p> <p>1xHDMI</p> <p>1x3.5mm Combo Audio Jack</p> <p>1x2.5G LAN Port</p> <p>Keyboard: Backlit chiclet keyboard per-key RGB</p> <p>Audio: 4 Speaker with smart amplifier technology</p> <p>Battery: 90WHrs, 4S1P, 4-cell Li-ion</p> <p>AC Adapter: 280W AC Adapter</p>	2

	All items and equipment includes delivery, installation, configuration, aftersales warranty and support (online, offline, remote, on-site, phone) to the DEPED Schools Division Office of Aurora, Brgy. Bacong, San Luis, Aurora, 3201	
	All network equipment are covered by standard 3 year warranty for parts and labor, Laptop, TV, Camera and other office equipment are covered by 1 year warranty for parts and labor except for consumables	
	Nothing Follows	

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

- ☐ (e) 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**
- ☐ (f) 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**
- ☐ (g) 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**
- ☐ (h) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- ☐ (i) 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

- ☐ (j) 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**
- ☐ (k) 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

- ☐ (l) 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

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

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

- ☐ (o) *[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.
 - ☐ (p) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.
- Additional Requirements: Affidavit (Self Declaration that the supplier will deliver authentic/good quality of tablets)

