

PHILIPPINE BIDDING DOCUMENTS

EARLY PROCUREMENT FOR THE SUPPLY AND DOOR TO DOOR DELIVERY OF SMART TV PACKAGE (STV), LAPTOP FOR TEACHING (L4T) AND LAPTOP FOR NON-TEACHING (L4NT) FOR DEPED REGION IV-A CALABARZON

Government of the Republic of the Philippines
DepEd Region IV-A CALABARZON
Gate 2 Karangalan Village, Cainta, Rizal

Identification Number: ROIVA-24-10

**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

Notes on the Invitation to Bid

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

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

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

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



Republic of the Philippines
Department of Education
REGION IV-A CALABARZON
GATE 2, KARANGALAN VILLAGE
1900 CAINTA, RIZAL

INVITATION TO BID
(ROIVA-24-10)

1. The **DEPARTMENT OF EDUCATION REGION IV-A CALABARZON**, through its Bids and Awards Committee (BAC), is inviting interested parties to bid the hereunder project:

Name of Project : **EARLY PROCUREMENT FOR THE SUPPLY AND DOOR TO DOOR DELIVERY OF SMART TV PACKAGE (STV), LAPTOP FOR TEACHING (L4T) AND LAPTOP FOR NON-TEACHING (L4NT) FOR DEPED REGION IV-A CALABARZON**

Location : DepEd Region IV-A Calabarzon, Gate 2
Karangalan Village, Cainta, Rizal

Delivery Period : Ninety (90) calendar days upon receipt of
the Notice to Proceed

Place of Delivery : 23 Schools Division Offices (SDOs) and
Selected Recipient Schools within
DepEd Region IV-A CALABARZON

2. The **DEPARTMENT OF EDUCATION REGION IV-A CALABARZON**, through the *National Expenditure Program (NEP) for FY 2025* intends to apply the indicative sum of:

| LOT | IDENTIFICATION NUMBER | QUANTITY | INDICATIVE APPROVED BUDGET OF THE CONTRACT (Php) | BID DOCUMENT PRICE (Php) |
|------------|------------------------------|-----------------|---|---------------------------------|
| 1 | ROIVA-24-10-Lot 1 | 2,744 | 99,259,875.00 | 50,000.00 |
| 2 | ROIVA-24-10-Lot 2 | 2,784 | 103,861,150.00 | 50,000.00 |
| 3 | ROIVA-24-10-Lot 3 | 449 | 16,647,780.00 | 25,000.00 |

being the ABC to payments under the contract for **each lot**. Bids received in excess of the ABC for each lot and late bids shall be automatically rejected at bid opening.

Important Note/s:

- a. Supplier shall refer to Section VII - Technical Specifications, for details of each lot.
 - b. The project is separated into THREE (3) LOTS which will be awarded into separate contracts, bidders are required to purchase and submit Bid Documents per lot.
3. The **DEPARTMENT OF EDUCATION REGION IV-A CALABARZON** now invites bids for the above Procurement Project. Delivery of the Goods is required **90 calendar days upon receipt of the Notice to Proceed**. 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).
 4. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

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

5. Prospective Bidders may obtain further information from the **Department of Education Region IV-A CALABARZON, BAC Secretariat/Procurement Unit** and inspect the Bidding Documents at the address given below from **8:00am to 5:00pm**.
6. A complete set of Bidding Documents may be acquired by interested bidders on **November 15, 2024 to December 9, 2024** from given address below and its website, and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person.
7. The **DEPARTMENT OF EDUCATION REGION IV-A CALABARZON** will hold a Pre-Bid Conference on **November 25, 2024 at 10:00 in the morning** at the **Bulwagan ng Karangalan, DepEd Region IV-A CALABARZON, Gate 2 Karangalan Village, Cainta, Rizal**, which shall be open to prospective bidders.

8. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **December 9, 2024 until 8:45 in the morning**. Late bids shall not be accepted.
9. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
10. Bid opening shall be on **December 9, 2024 at 9:00 in the morning at the Bulwagan ng Karangalan, DepEd Region IV-A CALABARZON, Gate 2 Karangalan Village, Cainta, Rizal**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
11. The **DEPARTMENT OF EDUCATION REGION IV-A CALABARZON** 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.
12. For further information, please refer to:

JOCELYN L. MARTIN
Head - BAC Secretariat/Administrative Officer IV
Procurement Unit
DepEd Region IV-A Calabarzon
Gate 2 Karangalan Village, Cainta, Rizal
Email add: bac.calabarzon@deped.gov.ph
Cel. No./Viber No.: 09175361866
13. You may visit the following websites:
For downloading of Bidding Documents:
<https://depedcalabarzon.ph/bid-documents> **OR** go to depedcalabarzon.ph, on the menu, go to **Transparency > Bid Documents**

November 8, 2024

(SGD) LOIDA N. NIDEA
BAC Chairperson

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

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

1. Scope of Bid

The Procuring Entity, **DepEd Region IV-A CALABARZON**, wishes to receive Bids for the procurement of **EARLY PROCUREMENT FOR THE SUPPLY AND DOOR TO DOOR DELIVERY OF SMART TV PACKAGE (STV), LAPTOP FOR TEACHING (L4T) AND LAPTOP FOR NON-TEACHER (L4NT) FOR DEPED REGION IV-A CALABARZON** with identification numbers **ROIVA-24-10 – Lots 1, 2 and 3**.

The Procurement Project (referred to herein as “Project”) is composed of **three (3)** Lots, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for **FY 2025** in the amount of:

| LOT | IDENTIFICATION NUMBER | QUANTITY | APPROVED BUDGET OF THE CONTRACT (Php) |
|------------|------------------------------|-----------------|--|
| 1 | ROIVA-24-10-Lot 1 | 2,744 | 99,259,875.00 |
| 2 | ROIVA-24-10-Lot 2 | 2,784 | 103,861,150.00 |
| 3 | ROIVA-24-10-Lot 3 | 449 | 16,647,780.00 |

2.2. The source of funding is NGA, the General Appropriations Act or Special Appropriations.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. 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.**
- 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

Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on **November 25, 2024 at 10:00 am** at its physical address at Gate 2 Karangalan Village, Cainta, Rizal 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 **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, 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. Payment of the contract price shall be made in: **Philippine Pesos**.

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

14.2. The Bid and bid security shall be valid until 120 calendar days. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

¹ 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.

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 10 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance.

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 **THREE (3) contracts**.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

- 20.1. 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

Notes on the Bid Data Sheet

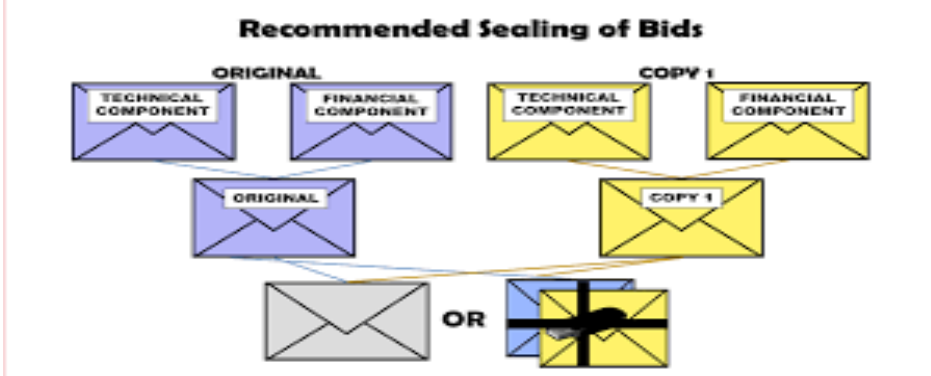
The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

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

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

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

Bid Data Sheet

| ITB Clause | |
|------------|---|
| 5.3 | <p>For this purpose, contracts similar to the Project shall be:</p> <p>a. Supply and delivery of Smart TV and/or Laptop</p> <p>b. completed within 5 years prior to the deadline for the submission and receipt of bids.</p> |
| 7.1 | Subcontracting is not allowed |
| 12 | The price of the Goods shall be quoted Delivered Duties Paid (DDP) . |
| 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. a. The amount of not less than to two percent (2%) of ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p>b. b. The amount of not less than five percent (5%) of ABC, if bid security is in Surety Bond.</p> |
| 15 | <p>Bidder shall submit hard copies of their proposals manually, three sets (original, copy 1, and copy 2)</p> <div style="text-align: center;"> <p>Recommended Sealing of Bids</p>  </div> <p><u>That all original and copies (every page) of documents in the envelopes containing the technical and financial components of the bid shall be signed by the bidder or its duly authorized representative. Failure to observe will be a ground for disqualification.</u></p> |
| 19.4 | To be awarded per lot |

| | |
|------|--|
| 20.2 | <p>Within a non-extendible period of five (5) calendar days from receipt by the bidder of the notice from the BAC that it submitted the LCB, the Bidder shall submit the following requirements:</p> <p>a. Latest income and business tax returns: Printed copies of the Electronically filed Income Tax and Business Tax Returns with copies of their respective Payment Confirmation Forms for the immediately preceding calendar/tax year from the authorized agent bank;</p> <p>Only tax returns filed and taxes paid through the BIR Electronic Filing and Payment System (EFPS) shall be accepted.</p> <p>NOTE: The latest income and business tax returns are those within the last six months preceding the date of bid submission; and</p> <p>b. Other appropriate licenses and permits required by law and stated in this BDS.</p> <p>During post-qualification, upon demand by the BAC or its representative(s), a bidder with the lowest calculated bid shall be able to present:</p> <p>a. Documents to verify or support its Statement of On-going and/ or Statement identifying its Completed Contracts which may consist of the following: appropriate and clear duly signed contracts, purchase orders, agreements, notices of award, job orders, or notices to proceed, with the corresponding duly signed certificate of completion, delivery receipts, inspection and acceptance reports, certificates of final acceptance or official receipts.</p> <p>b. Original copy of Class “A” Eligibility documents for validation purposes as well as the technical and financial documents submitted during bid opening.</p> <p>In case of foreign bidders, a Certificate of Authentication from the Department of Foreign Affairs shall be required for each document submitted, i.e. the Class “A” documents or its equivalent that are written in foreign language, translated to English, and duly authenticated by the appropriate Philippine foreign service establishment/post or the equivalent office having jurisdiction over the foreign bidder’s affairs in the Philippines.</p> <p>To facilitate post-qualification, the bidder at its option may submit in advance, i.e., on the deadline for submission and</p> |
|------|--|

receipt of bids, above requirements and other documents required in Section II. ITB 20.2.

The envelope shall be placed in a brown envelope and marked:

ITB 20.2 Documents

Name of Project: _____

Bid Opening Date: _____

Name of Bidder: _____

Failure to submit above requirements within the required timeframe or a finding against the veracity of any such documents or other documents submitted for the project shall be a ground for disqualification of the bidder for the award and the enforcement of the bid securing declaration.

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

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

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

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

1. **Scope of Contract**

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

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

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

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

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

3. **Performance Security**

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than 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. In addition to tests in the **SCC, Section VII (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity

shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

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

5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

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

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

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

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

Special Conditions of Contract

| GCC Clause | |
|------------|---|
| 1 | <p>TRAINING VIDEO</p> <p>The supplier shall provide training videos (in USB) and presented as modules as follows:</p> <ul style="list-style-type: none"> • Introduction • Part I: Equipment components and functionalities <ul style="list-style-type: none"> Lot 1 - Smart TV Package Lot 2 – Laptop for Teaching Lot 3 – Laptop for non-teaching • Part 2: Proper Installation and configuration of equipment <p>This part contains the following topics:</p> <p><u>Setting up Lot 1 - Smart TV Package</u></p> <ul style="list-style-type: none"> - Basic Information - TV Ports Usage - Connection via HDMI cable; or Connection via antenna cable, or other possible connections (if available in the school) - How to connect the TV to a network - Connecting an audio/video device <p><u>Setting up Lot 2 and 3 - Laptop</u></p> <ul style="list-style-type: none"> - Basic Information - Laptop ports usage • Part 3: Equipment warranty and technical support procedures (for Lot 1, 2 and 3) <ul style="list-style-type: none"> - Steps and procedures for hardware or software failure or malfunctions reporting using the helpdesk. - Orientation on the scope of warranties and procedures of the after sales support. - Helpdesk Support escalation procedures. • Part 4: Proper Installation and configuration of equipment (for Lot 2 and 3) <ul style="list-style-type: none"> - How to install and set up Operating/System (OS), software, Anti-Virus, and necessary drivers to run the PC - How to format, backup and recovery data in the hard disk using the recovery disk and one touch recovery function. - How to update Operating System (OS) and Antivirus software. - How to perform preventive maintenance. |

- How to upgrade and replace the hard disk, memory, external CD-ROM, and other computer peripherals.

PRE-DELIVERY INSPECTION

During Pre-Delivery Inspection DepEd will use the “Inspection by Sampling” to inspect at least 10% of the total quantity of goods as described in DepEd Order No. 041 s. 2021 – *Inspection and Acceptance Protocols for the Procurement of Goods in the Department of Education* and shall use the recommended test procedure in the Annex “D” – TEST PROCEDURE under Joint Memorandum dated October 15, 2024.

The inspection technique to be adopted during the pre-delivery inspection shall be based on the inspection or sampling plan prepared by the end-user. However, upon delivery to the project sites, sampling Methods of inspection shall not be applicable; thus, the items must be individually inspected. A maximum of only three (3) pre-delivery inspection activity will be accommodated.

DELIVERY AND DOCUMENTS

- a. Prior to the scheduled delivery to the Recipient SDO/ Schools:
 - i. The Supplier shall notify the DepEd’s Regional Office, Division Supply Office and Schools School Head or Designated Property Coordinators on the schedule of delivery.
- b. Upon delivery of the Goods to the Recipient SDO/Schools:
 - i. The package can only be unloaded when authorized SDO Personnel/School Personnel like Supply Officer or School Property Custodian and the SDO/School Inspectorate Team are present. If the Supply Officer or School Property Custodian is not present nor available during the arrival of the package at the SDO or school, the Schools Division Superintendent or School Head or Principal should designate/appoint Plantilla personnel to receive, inspect and accept the DCP packages. Schools Division Superintendent or School Head/Principal is also authorized to receive the DCP package. An original supporting document of the designation must be provided to the supplier.
 - ii. The supplier/forwarder shall bring the delivery receipt with quantity and specification of the delivered package to recipient SDO/schools and turned over to the Supply Officer or School Property Custodian or designated alternate:

- iii. The Supply Officer/School Property Custodian (or designated alternate) shall perform an initial checking for the delivered package as to physical conditions of the boxes, quantity and if conforms to the items specified in the Inspection and Acceptance Report (IAR) and Property Transfer Report (PTR) prior to signing of Delivery Receipt.
- iv. In case item/s is/are missing or with damage/s, Supplier should immediately replace the missing/damaged item/s. Deliveries should be rejected if found to be NOT in accordance with condition stated in IAR.
- v. Upon determination that deliveries are complete and in order, the Supply Officer/School Property Custodian can now sign the PTR.
- vi. The Division/School's Inspectorate Team shall sign the Inspection Report for quantity, physical form and condition and if the deliveries comply with the requirements; if not, the deliveries must be rejected.

The Division/School's Inspectorate Team and/or Supply Officer/School Property Custodian should inspect/check 100% of the delivered goods assessing the physical form and condition. Please refer to Annex E-Test Procedure under Joint Memorandum dated October 15, 2024. The Division/School's Inspectorate Team shall then sign the Inspection Report for quantity, physical form and condition and if the deliveries comply with the requirements; if not, the deliveries must be rejected.

- vii. The acceptance portion of the Inspection and Acceptance Report (IAR) and received by portion of the Property Transfer Report (PTR) shall then be signed by the Supply Officer/School Property Custodian.
- c. After delivery of the Goods to the Recipient SDO/Schools: All pertinent original documents should be accomplished by authorized school personnel below:

| Document | SDO/School |
|--|--|
| Inspection and Acceptance Report (IAR) | Designated Inspectorate Team |
| Delivery Receipt (DR) | Supply Officer/Property Custodian/Designated |
| Certificate of Completion (CoC) | Supply Officer/School Head/Principal |

| | | |
|--|--|--|
| | Inventory of Transfer (ITR) | Supply Officer/Property Custodian/Designated |
| | <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 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 Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p> <p>Supplier’s Name and Contact Details Recipients Name and Contact Details</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>Transportation –</p> <p>The Supplier shall notify the DepEd Region IV-A CALABARZON within five (5) calendar days that</p> | |

goods are available for pre-inspection at its warehouse before delivery.

After inspection and acceptance at its warehouse, the Supplier shall ensure that the goods are packaged, sealed, ready and fit for transport.

Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the recipients within CALABARZON, 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 CALABARZON, defined as the Project Site, transport to such place of destination within CALABARZON, 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.

2.2

SCHEDULE OF PAYMENT

- Progress Payments

Supplier may submit a request for payment based on the Progress Reports which shall be attached to the progress billing and should include the following: (i) quantities of items delivered based on the schedule of deliveries and other relevant terms and conditions of the contract; and (ii) Inspection and acceptance reports, including certificate by supplier, as approved by duly authorized DepEd representative, that the items have been delivered on/or properly installed and commissioned in accordance with the contract.

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

For the initial progress payment, a minimum of 25% of the Contract Price shall be paid to the Supplier upon a minimum of 25% delivery of the requirement duly inspected and accepted.

Payment shall be subject to the “Warranty” provision in the form of either retention money in an amount equivalent to at least 3% of every progress payment, or a special bank guarantee in the amount equal to at least 3% of the

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|---|---|
| | <p>Contract Price required in Section 62 of RA 9184 and its IRR.</p> <p>The method and conditions of payment to be made to the Supplier through the Government disbursement procedure within sixty (60) days after the date of acceptance of Goods at the project Site and upon submission of documents under this contract shall be as follows:</p> <ul style="list-style-type: none"> • Final Payment <p>Final payment shall constitute release of the retention money in case of expiry of the warranty period, or whatever is left of it, after it has been called for use under the warranty provision.</p> |
| | <p>Performance Security</p> <p>The Performance Security shall be posted in favor of DepEd Region IV-A CALABARZON, and shall be forfeited in the event it is established that the Supplier is in default of any of its obligation under the contract. The Supplier shall be responsible for the extension of its performance security and/or renewal of its performance security whenever necessary and/ without need of prior notice or instruction from Procuring Entity, to ensure that it is in force and effect for the whole duration of the contract delivery period and until a Certificate of Final Acceptance is duly issued.</p> <p>Performance Security shall not contain any deletion, crossing-out, expunction, or any form of correction. Otherwise, The Procuring Entity may reject such security if any such intercalation or alteration affects any materials information or feature of the document.</p> |
| 4 | <p>Delivery and Inspection:</p> <p>Pre-Delivery Inspection shall adhere to D.O. 041, s. 2021 “Inspection and Acceptance Protocols for the Procurement of Goods in the Department of Education” and shall use the recommended test procedure provided by the ICTS as included in the Annex “D” – Test Procedure of the Joint Memorandum dated October 15, 2024.</p> <p>Smart TV Packages and Laptop for Teaching shall be delivered directly to target recipient schools. Meanwhile, Laptop for Non-Teaching shall be delivered to School Division Offices.</p> |

| | |
|---|---|
| | <p>The Delivery, Inspection, Acceptance and Documentation of the items shall be done by authorized personnel:</p> <ul style="list-style-type: none"> a. School Division Office <ul style="list-style-type: none"> i. School Division Superintendent ii. Inspectorate Team iii. Supply Officer a. Recipient Schools <ul style="list-style-type: none"> i. School Head/Principal ii. Inspectorate Team iii. Property Custodian <p>The Inspectorate Team and Supply Office/Property Custodian should inspect/check 100% of the delivered goods assessing the physical form and condition based on the “Annex D” – Test Procedure of the DepEd Joint Memorandum “Updated Guidelines on the Conduct of Regional Early Procurement Activities (EPA) for the FY 2025 DepEd Computerization Program (DCP) dated October 15, 2024.</p> <p>In case item/s is/are missing or damaged, the Supplier shall:</p> <ul style="list-style-type: none"> a. Replace the missing/damaged item/s; or b. Opt to restrict further opening of the boxes pending an investigation of the incident for the protection of the Supplier and the Recipient. <p>Inspection and Acceptance Report (IAR) shall only be signed by the SDO/School Inspectorate Team if the delivery complies with the requirements.</p> <p>The deliveries should be rejected if found to be NOT in accordance with the conditions stated in the Inspection and Acceptance Report (IAR).</p> |
| 5 | <p>WARRANTY</p> <p>A three (3) year comprehensive and onsite warranty for the whole IT Equipment (Smart TV, External HDD and Laptop) package will be applied. The 3-year period shall reckon from the date of issuance of the Certificate of Final Acceptance by the DepEd that the delivered goods and services have been duly inspected and accepted (Final Acceptance).</p> <p>The obligation for the warranty shall be covered by retention money in an amount equivalent to three percent (3%) from every</p> |

| | |
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| | <p>progress payment or special bank guarantee equivalent to three percent (3%) of the Contract Price.</p> <p>In case the Supplier opts for retention money, the amount shall only be released after the lapse of the entire warranty period, unless during the remainder of the warranty period, the retention money is substituted with a special bank guarantee as prescribed above.</p> <p>The Special Bank Guarantee shall not contain any deletion, crossing-out, expunction, or any form of correction. Otherwise, DepEd may reject such security if any such intercalation or alteration affects any material information or feature of the document.</p> <p>For the following consumable items, a standard/base warranty or minimum of one (1) year warranty shall be applied:</p> <ul style="list-style-type: none"> a. Laptop Headsets b. Optical Mouse for Laptops |
| | <p>LIQUIDATED DAMAGES</p> <ol style="list-style-type: none"> 1. When the supplier fails to satisfactorily deliver goods under the contract within the specified delivery schedule, inclusive of duly granted time extension, if any, the supplier shall be liable for damages for the delay and shall pay the procuring entity liquidated damages. 2. An amount equal to one-tenth (1 / 10) of one percent (1%) of the cost of the delayed goods scheduled for delivery for every day of delay until such goods are finally delivered and accepted by the procuring entity. 3. Such amount shall be deducted from any money due or which may become due to the supplier, or collected from any securities or warranties posted by the supplier, whichever is convenient to the procuring entity concerned. 3. In case the total sum of liquidated damages reaches ten percent (10%) of the total contract price, the procuring entity concerned may rescind the contract and impose appropriate sanctions over and above the liquidated damages to be paid. |

Section VI. Schedule of Requirements

EARLY PROCUREMENT FOR THE SUPPLY AND DOOR TO DOOR DELIVERY OF SMART TV PACKAGE (STV) WITH EXTERNAL HDDs, LAPTOP FOR TEACHING (L4T) AND LAPTOP FOR NON-TEACHER (L4NT) FOR DEPED REGION IV-A CALABARZON WITH PROJECT IDENTIFICATION NUMBERS ROIVA-24-10 LOTS 1, 2, AND 3.

| Lot | Description | Total no. of Package | Quantity | Delivered, Weeks/Months |
|------------|---|-----------------------------|-----------------|---|
| 1 | Smart TV Package (STV) with external hard drive | 549 | 2,744 | Ninety (90) calendar days upon receipt of the Notice to Proceed |
| 2 | Laptop for Teaching (L4T) | 557 | 2,784 | Ninety (90) calendar days upon receipt of the Notice to Proceed |
| 3 | Laptop for Non-Teaching (L4NT) | | 449 | Ninety (90) calendar days upon receipt of the Notice to Proceed |

OTHER REQUIREMENTS

PROGRAM COMPONENTS

LOT 1: Smart TV Package (STV) and External HDDs

1. Smart TV Package (STV) and External HDDs consisting of (a) 5 units Smart TVs and (b) 5 units External Hard Drive
2. *Delivery to recipient **SCHOOL** not exceeding 90 calendar days from the date of receipt of the Notice to Proceed.*
3. The School Head/Principal shall select five (5) classrooms where to install the Smart TV.

LOT 2: Laptop for Teaching (L4T)

2. Laptop for Teaching (L4T) which consist of 5 units laptop.
3. *Delivery to recipient **SCHOOL** not exceeding 90 calendar days from the date of receipt of the Notice to Proceed.*
4. The five (5) laptops can be utilized by all Teachers.

LOT 3: Laptop for Non-Teaching (L4NT)

1. Laptop for Non-Teaching (L4NT) which consist of 1-unit laptop.
2. *Delivery to recipient **DIVISION** not exceeding 90 calendar days from the date of receipt of the Notice to Proceed.*
3. The laptop shall be issued to the division’s Administrative Officer II, not a recipient of previous DCP deployment or any other non-DepEd sources.

Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section V Special Conditions of Contract and Section VI Schedule of Requirements.

DEPLOYMENT

The details on deployment shall be in accordance with DepEd Order no. 041 s. 2021 – Inspection and Acceptance Protocols for the Procurement of Goods in the Department of Education.

List of recipient DepEd Recipient Schools and their location shall be based on the Master List made available by the Region prior to Bidding.

The goods and services shall be delivered to the recipient schools within Ninety (90) calendar days from receipt of the Notice to Proceed.

The winning Bidder shall require all its service personnel to always wear their company IDs and uniform during deployment of DCP packages.

STATEMENT OF COMPLIANCE

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

Name and Signature of Bidder’s Authorized Representative

Company Name

Date

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

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

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

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

Sample Clause: Equivalency of Standards and Codes

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

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

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

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

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

Technical Specifications

*[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.]*

| LOT SELECTION Put Check (✓) Mark on Desired Lot | LOT No. | APPROVED BUDGET OF THE CONTRACT (Php) | COMPLY? (YES / NO) |
|---|---------|--|-----------------------|
| | 1 | 99,259,875.00 | |
| | 2 | 103,861,150.00 | |
| | 3 | 16,647,780.00 | |

LOT 1

| SMART TV PACKAGE | | STATEMENT OF COMPLIANCE (State Comply or Not Comply) WITH ATTACHED EVIDENCE (MOV) |
|-----------------------------|---|--|
| ITEM | SPECIFICATION | |
| GENERAL REQUIREMENTS | | |
| ISO | <p>Bidder must submit supporting documents from the <u>brand manufacturer</u> to validate that the latter is:</p> <ul style="list-style-type: none"> • <u>ISO 9001:2015 (Quality Management System) certified</u> • <u>ISO 14001:2015 (Environmental Management System) certified</u> | |

| | | |
|------------------------------------|--|--|
| <p>Compliance Standards</p> | <p>For International Product</p> <ul style="list-style-type: none"> • Certified by CE (Conformité Européenne) • Certified by FCC (Federal Communications Commission) • Energy Star certified <p>For Philippine Made Product</p> <ul style="list-style-type: none"> • Philippine Standard (PS) License • Philippine Standard (PS) Mark • SEC Registration of the brand manufacturer • IPO Trademark Registration • NTC Certificate of the offered product brand and model • New Philippine Energy Label certificate or equivalent <p>Demonstrable parity with International brands</p> <ul style="list-style-type: none"> • Bidders must submit supporting documents from the brand manufacturer to demonstrate that such local brands are substantively at par with at least one international brand, as characterized in the categorization above, in terms of (1) remote control responsiveness; (2) general aesthetic design; and (3) technical performance. | |
| <p>Proven Quality</p> | <p>Global Proven Quality</p> <ul style="list-style-type: none"> • Bidders must submit supporting documents from brand manufacturer to validate that the brand (a) has existed for at least 3 years; and (b) maintains physical offices, service centers, or distribution hubs in at least five (5) countries other than the Philippines with at least one (1) country from North America, one (1) country from Western Europe and one (1) country from Asia-Pacific. <p>Local Proven Quality</p> <ul style="list-style-type: none"> • Bidders must submit supporting documents from brand manufacturer to validate that the brand (a) has existed for at least 3 years; and (b) maintains physical offices, service centers, or distribution hubs in at least six (6) provinces in the country, with at least one (1) province from Luzon, one (1) province from Visayas, and one (1) province from Mindanao. | |

| | | |
|--|--|--|
| <p align="center">Warranty</p> | <p>International Warranty</p> <ul style="list-style-type: none"> Bidders must submit supporting documents from brand manufacturer to validate that the brand maintains service centers from the locations previously specified (i.e. global quality) that exist for the purpose of facilitating warranty claims and technical assistance. <p>Local Warranty</p> <ul style="list-style-type: none"> Bidders must submit supporting documents from brand manufacturer to validate that the brand maintains service centers from the locations previously specified (i.e. local quality) that exist for the purpose of facilitating warranty claims and technical assistance. | |
| <p>ON HARDWARE</p> | | |
| <p align="center">Screen Resolution</p> | <ul style="list-style-type: none"> Min. 3840 x 2160 | |
| <p align="center">Screen Display</p> | <ul style="list-style-type: none"> LED/OLED/QLED | |
| <p align="center">Screen Size</p> | <ul style="list-style-type: none"> Min. 55” | |
| <p align="center">Screen Mirroring</p> | <ul style="list-style-type: none"> Must be wireless and built-in² | |
| <p align="center">Power</p> | <ul style="list-style-type: none"> Auto Volt/Auto Sensing Frequency | |
| <p align="center">Ports</p> | <ul style="list-style-type: none"> At least 1x Ethernet port At least 2x HDMI ports At least 1x USB ver. 3.0 | |
| <p align="center">Network</p> | <ul style="list-style-type: none"> 802.11b/g/n: Wi-Fi 4 802.11ac: Wi-Fi 5 802.11ax: Wi-Fi 6 | |
| <p align="center">Bluetooth</p> | <ul style="list-style-type: none"> Minimum Bluetooth 5.0 | |

² Enables mobile devices such as laptops, tablets, and smartphones, with technologies like Miracast, Apple AirPlay, Google Cast (Chromecast), Intel Widi (Wireless Display), and the like, to mirror the device’s screen to the Smart TV.

| ON SOFTWARE | | |
|-------------------------|---|--|
| Operating System | <ol style="list-style-type: none"> 1. The Smart TV must run an operating system³ that is actively supported by the manufacturer, including the provision of regular security and feature updates. 2. For recently manufactured models, proof of active support may be demonstrated through the manufacturer’s update policy for other Smart TV models of the same brand. 3. The Smart TV must: <ol style="list-style-type: none"> a. Be capable of being updated to the latest version of the operating system available at the time of bid submission. b. If the Smart TV does not ship with the most recent version, it must not be more than one (1) version behind the current release at the time of the opening of the bid and be susceptible of being updated to the most recent version. | |
| App Ecosystem | <ul style="list-style-type: none"> • The operating system must offer access to a well-established marketplace/selection of downloadable apps, ensuring access to educational content. • The marketplace of apps must allow the download of YouTube at its latest version, at the time of the opening of the bid. | |
| ON ACCESSORIES | | |
| Cable | <ul style="list-style-type: none"> • HDMI cable (at least 5 meters) | |
| Stand | <ul style="list-style-type: none"> • TV leg stand | |
| Support | <ul style="list-style-type: none"> • Wall Mounting Kit | |
| Remote Control | <ul style="list-style-type: none"> • Remote Control (batteries included) | |
| Manual | <ul style="list-style-type: none"> • Written in English | |

³ While Android TV (or Google TV) is widely used by several brands, it is not the dominant OS for all smart TVs. Many manufacturers use their own proprietary systems (e.g., LG’s WebOS, Samsung’s Tizen, Roku OS). The choice of OS depends on the brand and what features and app ecosystems they prioritize.

| EXTERNAL HARD DRIVE | | STATEMENT OF COMPLIANCE (State Comply or Not Comply) WITH ATTACHED EVIDENCE (MOV) |
|-------------------------------|--|--|
| ITEM | SPECIFICATION | |
| ISO | <p>Bidder must submit supporting documents from the <u>brand manufacturer</u> to validate that the latter is:</p> <ul style="list-style-type: none"> • <u>ISO 9001:2015 (Quality Management System) certified</u> • <u>ISO 14001:2015 (Environmental Management System) certified</u> | |
| Proven Quality | <p>Global Proven Quality</p> <ul style="list-style-type: none"> • Bidders must submit supporting documents from <u>brand manufacturer</u> to validate that the brand (a) has existed for at least 3 years; and (b) maintains physical offices, service centers, or distribution hubs in at least five (5) countries other than the Philippines with at least one (1) country from North America, one (1) country from Western Europe and one (1) country from Asia-Pacific. | |
| International Warranty | <ul style="list-style-type: none"> • Bidders must submit supporting documents <u>from brand manufacturer</u> to validate that the brand maintains service centers from the locations previously specified (i.e. global quality) that exist for the purpose of facilitating warranty claims and technical assistance. | |
| ON HARDWARE | | |
| Certification | <p>Product offered must either be:</p> <ul style="list-style-type: none"> • Certified by CE (Conformité Européenne) • Certified by FCC (Federal Communications Commission) | |
| Capacity | <ul style="list-style-type: none"> • 5TB | |
| Weight | <ul style="list-style-type: none"> • Maximum of 400 grams | |
| Storage Media | <ul style="list-style-type: none"> • 2.5" HDD | |
| Rotational Speed | <ul style="list-style-type: none"> • 5400 rpm | |

| | | |
|----------------------------|---|--|
| Compatibility | <ul style="list-style-type: none"> • exFAT (Extended File Allocation Table) for compatibility with both offered Smart TV and Windows⁴-based laptops. | |
| System Requirements | <ul style="list-style-type: none"> • MS Windows 7, MS Windows 8, MS Windows 10, Mac OS 10.7 or later, Linux Kernel 2.6.31 or later | |
| Key Feature | <ul style="list-style-type: none"> • With Shockproof protection • With LED light indicator | |
| Interface | <ul style="list-style-type: none"> • USB 3.1 Gen 1 / USB 3.0 compliant | |
| Power | <ul style="list-style-type: none"> • DC 5V (Power supplied through USB) | |
| LED Indicator | <ul style="list-style-type: none"> • Provides users with information about drive status/activity | |
| Case Material | <ul style="list-style-type: none"> • Durable anti-shock rubber/plastic case | |
| Accessories | <ul style="list-style-type: none"> • With USB 3.0 cable compatible with offered Smart TV • English manual • Mount kit compatible with the Smart TV | |
| Other Requirement | <p>Content:</p> <ul style="list-style-type: none"> • Training Videos • Other files to be provided by DepEd | |

LOT 2 and 3

| LAPTOP | | STATEMENT OF COMPLIANCE (State Comply or Not Comply) WITH ATTACHED EVIDENCE (MOV) |
|---------------|--|--|
| ITEM | SPECIFICATION | |
| ISO | <p>Bidder must submit supporting documents from the brand manufacturer to validate that the latter is:</p> <ul style="list-style-type: none"> • <u>ISO 9001:2015 (Quality Management System) certified</u> • <u>ISO 14001:2015 (Environmental Management System) certified</u> | |

⁴ In this instance, the brand reference is based on ensuring that the device is interoperable with the Windows-based laptops.

| | | |
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| <p>Authorized Dealer</p> | <p>Bidder/s must submit supporting documents from the brand manufacturer to validate that the latter:</p> <ul style="list-style-type: none"> • Is a Microsoft authorized Direct OEM Partner with Global Partner Agreement. • Holds a License Confirmation issued by Microsoft indicating the model and product being offered to DepEd are authentic and the manufacturer was given the right to pre-install and distribute the Microsoft Licenses under the GPA terms. | |
| <p>Global Proven Quality</p> | <ul style="list-style-type: none"> • Bidders must submit supporting documents from brand manufacturer to validate that the brand (a) has existed for at least 3 years; and (b) maintains physical offices, service centers, or distribution hubs in at least five (5) countries other than the Philippines with at least one (1) country from North America, one (1) country from Western Europe and one (1) country from Asia-Pacific. | |
| <p>International Warranty</p> | <ul style="list-style-type: none"> • Bidders must submit supporting documents from brand manufacturer to validate that the brand maintains service centers from the locations previously specified (i.e. global quality) that exist for the purpose of facilitating warranty claims and technical assistance. | |
| <p>Comprehensive Global Review</p> | <ul style="list-style-type: none"> • Bidder must submit at least five (5) active URLs of positive, technical review published, representing every year in the last three (3) years (from the time of bid submission), of any model of the brand manufacture's laptop line from at least five (5) different laptop review sites of the ten (10) sites enumerated below;⁵ <ol style="list-style-type: none"> 1. Tomsquide.com 2. Arstechnical.com 3. Wirecutter.com 4. Engadget.com 5. Laptopmag.com 6. Cnet.com 7. Notebookcheck.net | |

⁵ Brand reference here ensure that the factors of technical compatibility, interoperability, servicing, and maintenance of the device are capable of, any/or actually have been, dissected by a global community. Furthermore, considering that this is the same process an individual buyer goes through before purchasing a single device, it behooves the government to follow suit in relation to large-scale purchases in light of the exception provided by Sec. 11, Par. 2 of RA 12009.

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| | 8. Anandtech.com 9. Theverge.com 10. At least one Philippine-based site (e.g. yugatech.com, unbox.ph, noypigeek.com, etc.) Technical review, for purposes of the above paragraph, shall refer to written commentary on actual performance and industry-based benchmarking of a brand manufacturer’s laptop as opposed to a mere marketing spiel. In the absence of an active URL, a reference to the original URL via https://web.archive.org/ shall be allowed. | |
| ON HARDWARE: | | |
| NTC Approval | <ul style="list-style-type: none"> • Must be NTC type approved with matching unique product serial number/grant of equipment conformity. | |
| Ecolabel | <ul style="list-style-type: none"> • At least ECMA 370 or its equivalent | |
| Certifications | <ul style="list-style-type: none"> • On device ISO/IEC 11889:2015 (Information Technology – Trusted platform module library) | |
| Processor | <ul style="list-style-type: none"> • At least Intel Core i5 13th gen; or • At least AMD Ryzen 5 7500 series | |
| Memory | <ul style="list-style-type: none"> • At least 16 GB DDR4 | |
| Screen Resolution | <ul style="list-style-type: none"> • Minimum 1920 x 1080 (Full HD), 1080p LED | |
| Screen Size | <ul style="list-style-type: none"> • Minimum 13” | |
| Screen Mirroring | <ul style="list-style-type: none"> • Must be wireless and built-in | |
| Storage | <ul style="list-style-type: none"> • At least 500 GB SSD, | |
| Speaker | <ul style="list-style-type: none"> • Built-in stereo speakers | |
| Camera | <ul style="list-style-type: none"> • Built-in 720P HD (Minimum) | |

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| Network | <ul style="list-style-type: none"> • 802.11b/g/n: Wi-Fi 4 • 802.11ac: Wi-Fi 5 • 802.11ax: Wi-Fi 6 | |
| Bluetooth | <ul style="list-style-type: none"> • Bluetooth 5.0 | |
| Ports | <ul style="list-style-type: none"> ▪ at least 1 x USB – Type C ▪ at least 2 x USB 3.0 or 3.1 ▪ At least 1 x standard 3.5mm audio port ▪ at least 1 x HDMI or Micro HDMI <p><i>The ports must be directly accessible from the device as opposed to requiring a separate adapter or converter</i></p> | |
| Weight | <ul style="list-style-type: none"> • Maximum weight of 2.2 kgs | |
| Keyboard | <ul style="list-style-type: none"> • US English Layout (QWERTY) • Built-in Standard Size • Backlit | |
| Power Adapter | <ul style="list-style-type: none"> • Type-C or standard Auto Volt AC/DC Adapter • Compatible with Philippine standard electrical outlets | |
| Battery Life | <ul style="list-style-type: none"> • 5 hours minimum run time when <u>tested via continuous video playback</u> | |
| ON SOFTWARE: | | |
| Operating System | <ul style="list-style-type: none"> • Windows 11 Pro Education (“Shape the Future”) SKU | |
| Application | <ul style="list-style-type: none"> • Pre-installed applications based on DepEd instructions such as but not limited to Adobe and InTune | |
| Recovery Key | <ul style="list-style-type: none"> • There must be a designated function key to restore the laptop in its original system state in case of breakdown or desire to factory reset⁶ | |
| ON ACCESSORIES: | | |

⁶ This is a function that allows users to restore their laptop to its original system state (factory settings) in the event of a breakdown, system corruption, or other software issues. Many laptop manufacturers include this feature, which can be activated using a dedicated function key or key combination during boot. Examples of manufacturer-specific solutions include: Lenovo OneKey Recovery, HP System Recovery, Dell SupportAssist, Acer eRecovery, Asus Recovery.

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| Mouse | <ul style="list-style-type: none"> • Optical • Wireless • Must be rechargeable • Wireless Optical Mouse (inclusive of batteries) | |
| Headset | <ul style="list-style-type: none"> • Either regular earphones or over-the-ear headphones 3.5mm standard audio jack • Built-in microphone | |
| Laptop Bag | <ul style="list-style-type: none"> • Must fit the associated device | |
| Copy of Software | <ul style="list-style-type: none"> • <i>in USB Format (bootable and capable of restoring the original system state to another hard disk)</i> to be provided to: <ul style="list-style-type: none"> • One (1) USB each per Regional office and schools Division Office (thru IT Officer) • One (1) USB per recipient school | |

LOT 1, 2 and 3

Terms of Reference (TOR)

General Specification:

Procurement of Information Technology devices for DepEd Computerization Program for FY2025 (NEP) consists of:


LOT 1 - SMART TV Package consists of 5 Smart TVs and 5 External Hard Drives that are intended for public elementary schools.

LOT 2 - Laptop for Teaching consists of 5 Laptops intended for public school teachers.

LOT 3 - Laptop for Non-Teaching consists of 1 Laptop intended to Administrative Officer II for public Schools.

General Technical Specification and Terms of Reference:

| ITEM | SPECIFICATION | STATEMENT OF COMPLIANCE (State Comply or Not Comply and |
|-------------|----------------------|--|
|-------------|----------------------|--|

| | | attached evidence/s) |
|---|---|-----------------------------|
| 1 | A certification from the Brand and product Manufacturer shall be provided confirming that the proposed brand and product parts will be available and serviceable for at least five (5) years after delivery and acceptance of the goods. | |
| 2 | Unit must be brand new, and the model must be current and not in “end of life” as reflected in the current product line found in the manufacturer’s official website or official product brochure or similar literature and in the Manufacturer’s Certificate issue for this purpose. | |
| 3 | Equipment marking and user Manuals, printed and/or electronic copies must be in English. | |
| 4 | <p>The bidder must have an authorized service centers in at least two (2) different provinces and one (1) in the capital city of each region they are bidding for. In the case of bid join for National Capital Region (NCR), bidder must submit at least two (2) different provinces and one (1) in the regional center (refer to Annex A-Regional Center (City) of each region they are bidding for.</p> <p>The bidder shall provide the following:</p> <ul style="list-style-type: none"> c. Signed notarized contract agreement between the bidder and authorized service partner. d. A valid and current Business permit of the Service center. e. Authorized Service Center/s contact details. | |
| 5 | <p>All equipment components (Smart TV, External hard drive and Laptop) must have:</p> <ul style="list-style-type: none"> a. Waterproof and transparent 1 x 2 inches size colored sticker bearing the DepEd Logo <div style="text-align: center;">  <p>The logo for the Department of Education (DepEd) features the word "DepED" in a stylized font. "Dep" is in blue and "ED" is in red. Below it, the words "DEPARTMENT OF EDUCATION" are written in a smaller, blue, sans-serif font.</p> </div> | |

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| | <p>b. 2x4 inches size sticker bearing Supplier's contact information (office address, email, mobile and landline numbers)</p> <p>DepEd will provide placement and design of the stickers.</p> | |
| | <p>AFTER SALES SUPPORT</p> <ol style="list-style-type: none"> 1. The Supplier shall maintain the IT equipment to be functional in good running condition as a whole package by providing the post-implementation support and services including: (i) Operation and management of deployment and (ii) deployment of support technicians for maintenance, troubleshooting and repair purposes. 2. Technical Support: The Supplier must have affiliated active service centers with personnel possessing any of the following: NC-II in Computer Hardware Servicing, or Licensed Electronics Technician, or Manufacturer's Certified Technician, in at least two (2) locations (in different provinces) in every region where the equipment will be deployed. Signed notarized contract agreement between the bidder and affiliated service partner shall be included in the submission. A valid current Business permit shall be attached in the agreement. Bidder must submit List of Service Centers with contact details for all applicable Lots joined. 3. A three (3) day guarantee to repair the unit/s upon receipt of the request/report of the recipient school. Ensure availability of required spare parts of hardware items for quick response time. 4. In case unit/s cannot be repaired within the three (3) day guarantee period, Supplier shall provide service unit/s to avoid school disruption on their equipment utilization, and the unit/s must also be replaced within the maximum of seven (7) calendar days. Service unit/s and replacement must be of the same branding specifications and | |

| | | |
|--|---|--|
| | <p>shall be installed prior to pull-out of the defective or unrepairable unit/s.</p> <ol style="list-style-type: none"> 5. The supplier will be requested to provide the Company profiles and Technical Support contact details. Two different mobile numbers from the main telephone companies to be provided and to be operational at least 8 hours/day and 5 days/week (business hours and days). 6. Supplier shall set up and manage Helpdesk Support that shall accommodate and process all queries and troubleshooting calls within applicable business hours and business days. 7. Supplier shall accommodate and process the recipient's immediate technical support for both hardware and software. Inquiries coming from the emails, phone calls letters and SMS from different TelCos coming from the recipient school are considered official communication modes and shall be addressed accordingly. 8. Supplier shall submit monthly summary reports of received, resolved, pending and closed issues to DepEd Regional Office. 9. Supplier shall respond reports indicating resolved, pending and closed issues to DepEd Regional and Division. 10. Supplier shall provide a technical guide (video clips) on how to install, configure and maintain the DCP packages. | |
|--|---|--|

STATEMENT OF COMPLIANCE

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

Name and Signature of Bidder's Authorized Representative

Company Name

Date

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

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

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

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

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) **in accordance with Section 8.5.2 of the IRR;**

Technical Documents

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

to represent the Bidder.

Financial Documents

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

Class "B" Documents

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

II. FINANCIAL COMPONENT ENVELOPE

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

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

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

