**Philippine Bidding Documents**

Procurement of GOODS

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:

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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.

**Table of Contents**

[**Glossary of Acronyms, Terms, and Abbreviations ………………………….4**](#_Toc46916344)

[**Section I. Invitation to Bid……………………………………………………..7**](#_Toc46916345)

[**Section II. Instructions to Bidders…………………………………………...11**](#_Toc46916346)

[1. Scope of Bid ………………………………………………………………………. 12](#_Toc46916347)

[2. Funding Information………………………………………………………………. 12](#_Toc46916348)

[3. Bidding Requirements ……………………………………………………………. 12](#_Toc46916349)

[4. Corrupt, Fraudulent, Collusive, and Coercive Practices………………………….. 12](#_Toc46916351)

[5. Eligible Bidders…………………………………………………………………… 13](#_Toc46916352)

[6. Origin of Goods ………………………………………………………………….. 13](#_Toc46916353)

[7. Subcontracts ……………………………………………………………………… 13](#_Toc46916354)

[8. Pre-Bid Conference ………………………………………………………………. 13](#_Toc46916355)

[9. Clarification and Amendment of Bidding Documents …………………………… 14](#_Toc46916356)

[10. Documents comprising the Bid: Eligibility and Technical Components …………. 14](#_Toc46916357)

[11. Documents comprising the Bid: Financial Component …………………………... 14](#_Toc46916358)

[12. Bid Prices …………………………………………………………………………. 14](#_Toc46916359)

[13. Bid and Payment Currencies ……………………………………………………… 15](#_Toc46916360)

[14. Bid Security ………………………………………………………………………. 16](#_Toc46916361)

[15. Sealing and Marking of Bids ……………………………………………………… 16](#_Toc46916362)

[16. Deadline for Submission of Bids …………………………………………………. 16](#_Toc46916363)

[17. Opening and Preliminary Examination of Bids ………………………………….. 16](#_Toc46916364)

[18. Domestic Preference ……………………………………………………………… 17](#_Toc46916365)

[19. Detailed Evaluation and Comparison of Bids ……………………………………. 17](#_Toc46916366)

[20. Post-Qualification ………………………………………………………………… 17](#_Toc46916367)

[21. Signing of the Contract …………………………………………………………… 17](#_Toc46916368)

[**Section III. Bid Data Sheet …………………………………………………..18**](#_Toc46916369)

[**Section IV. General Conditions of Contract ……………………...………..20**](#_Toc46916370)

[1. Scope of Contract ………………………………………………………………… 21](#_Toc46916371)

[2. Advance Payment and Terms of Payment ……………………………………….. 21](#_Toc46916372)

[3. Performance Security ……………………………………………………………. 21](#_Toc46916373)

[4. Inspection and Tests ……………………………………………………………… 21](#_Toc46916374)

[5. Warranty …………………………………………………………………………. 22](#_Toc46916375)

[6. Liability of the Supplier ………………………………………………………….. 22](#_Toc46916376)

[**Section V. Special Conditions of Contract ………………………………….23**](#_Toc46916377)

[**Section VI. Schedule of Requirements ……………………………………....28**](#_Toc46916378)

[**Section VII. Technical Specifications …………………………………………29**](#_Toc46916381)

[**Section VIII. Checklist of Technical and Financial Documents …………..34**](#_Toc46916390)

# 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

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| **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:1. 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;
2. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
3. The deadline for the submission and receipt of bids; and
4. 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 III**

**DIVISION OF ANGELES CITY**

Jesus Street, Pulungbulu, Angeles City

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**Invitation to Bid for the**

 **PROCUREMENT OF NETWORK INFRASTRUCTURE FOR DIVISION OFFICE TO SUPPORT THE DEPED ENTERPRISE RESOURCE PLANNING SYSTEM**

1. The Department of Education- Schools Division of Angeles City, through part of the FY 2021 GAA, Sub-allotment Release Order No. OSEC-3-21-0160 dated March 25, 2021 intends to apply the sum of ***One Million Pesos*** (Php 1,000,000.00) being the Approved Budget for the Contract (ABC) to payments under the contract for the Procurement of Network Infrastructure to Division Office To Support The DepEd Enterprise Resource Planning System. Bids received in excess of the ABC shall be automatically rejected at bid opening.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Lot No. | Project Description | ABC (PhP) | Qty | Contract Duration |
| **1** | **Procurement of Network Infrastructure to Division Office To Support The DepEd Enterprise Resource Planning System**  | **Php 1,000,000.00** | **1 Lot** |  **45 cd** |
|  | **TOTAL** | **Php 1,000,000.00** |  |  |

1. The Department of Education- Schools Division of Angeles City, now invites bids for the above Procurement Project. Project Completion is required within **45 days** after the issuance of Notice to Proceed. Bidders should have completed, 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.
2. 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.
3. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
4. Prospective Bidders may obtain further information from ***Department of Education – Division of Angeles City by writing and sending an email to*** ***bacs.angelescity@deped.gov.ph*** ***or myla.calma@deped.gov.ph*** and inspect the Bidding Documents at the address given below during ***Monday – Friday, 8:00am to 5:00pm*.**

Interested bidders are advised to strictly observe Health protocols in the division office;

* Fill-up the health declaration form provided by guard on duty,
* Have your temperature checked and recorded,
* Properly wear your face mask and face shield,
* Bidders/representatives must bring their own pen.
1. A complete set of Bidding Documents may be acquired by interested Bidders from **August 17, 2021 to September 7, 2021**from the given address and website(s) below **Jesus Street, Pulungbulu, Angeles City***and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of* ***Five Thousand Pesos (Php 5,000.00)***. The Procuring Entity shall allow the bidder to present its proof of payment for the feesby sending a copy of the deposit slip at **myla.calma@deped.gov.ph**

Interested bidders are requested to provide their Gmail address/account, upon acquiring of the Bidding Documents. BAC Secretariat will email the conference link for the online pre-bid conference as well as the opening of bids using Google Meet platform.

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity, provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

1. The ***Department of Education – Division of Angeles City*** will hold a Pre-Bid Conference[[1]](#footnote-1) on ***August 23, 2021; 10:00 am via Google Meet Platform***. The Pre-Bid Video Conference isopen to all prospective bidders.
2. Bids must be duly received by the BAC Secretariat through manual submission at the office address: **Jesus Street, Pulungbulu, Angeles City**on or before ***September 7, 2021*** *at* ***9:00 in the morning****.* Late bids shall not be accepted.

1. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14. **ENCLOSED THE BIDS IN A CLOSED PLASTIC ENVELOPE/CONTAINER FOR EASY DISINFECTION.**

1. In observance of the strict implementation of health protocols due to Covid-19 pandemic, bid opening shall be conducted on ***September 7, 2021; 10:00 am via Google Meet Platform****.* A link will be emailed to the registered email of the bidders who purchased and submitted bid proposals.Bids will be opened in the presence of the bidders’ representatives who submitted bid proposals.
2. The *Department of Education – Division of Angeles City* 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.
3. For further information, please refer to:

***MARIA CRISTINA S. SARMIENTO***

***Head, Secretariat***

***SDO Angeles City***

***Jesus Street, Pulungbulu, Angeles City***

***045-322-4104***

***bac.angelescity@deped.gov.ph***

***mariacristina.sarmiento@deped.gov.ph***

*myla.calma@deped.gov.ph*

**FERNANDINA P. OTCHENGCO PhD, CESE**

 Chairperson

 Bids and Awards Committee

# Section II. Instructions to Bidders

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| **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. |

## Scope of Bid

 The Procuring Entity, ***Department of Education – Division of Angeles City*** wishes to receive bids for the Procurement of Network Infrastructure to Division Office to Support The DepEd Enterprise Resource Planning System*.*

The Procurement Project (referred to herein as “Project”) is composed ofone lot project, the details of which are described in Section VII (Technical Specifications).

## Funding Information

1. The GOP through the source of funding as indicated below for ***FY 2021 General Appropriations Ac****t* in the amount of ***One Million Pesos only (Php 1,000,000*.00)**
2. The source of funding is:
3. NGA, the General Appropriations Act or Special Appropriations.

## 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.

## 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.

## Eligible Bidders

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

5.2. 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.

5.3. 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:

1. **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.**
2. 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.

5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

## 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.

## Subcontracts

The Procuring Entity has prescribed that:

* + - 1. Subcontracting is not allowed.

## Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time through videoconferencing as indicated in paragraph 6 of the **IB.**

## 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.

## Documents comprising the Bid: Eligibility and Technical Components

* + 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)**.
		2. The Bidder’s SLCC as indicated in **ITB** Clause 5.3 should have been completed within ***the last five (5) years***prior to the deadline for the submission and receipt of bids.

* + 1. 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.

## Documents comprising the Bid: Financial Component

* 1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
	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.
	3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
	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.

## Bid Prices

12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:

* + - 1. For Goods offered from within the Procuring Entity’s country:
1. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
2. The cost of all customs duties and sales and other taxes already paid or payable;
3. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
4. The price of other (incidental) services, if any, listed in the **BDS.**
	* + 1. For Goods offered from abroad:
5. 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.
6. The price of other (incidental) services, if any, as listed in the **BDS.**

## Bid and Payment Currencies

* + 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.
		2. Payment of the contract price shall be made in:
			1. Philippine Pesos.

## Bid Security

* 1. The Bidder shall submit a Bid Securing Declaration[[2]](#footnote-2) 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**.
	2. The Bid and bid security shall be valid until *[indicate date].* Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

## 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.

## Deadline for Submission of Bids

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

## Opening and Preliminary Examination of Bids

* 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.

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

## 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.

## Detailed Evaluation and Comparison of Bids

* 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.
	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.
	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.
	4. The Project shall be awarded as follows: One Project having several items that shall be awarded as one contract.
	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.

## 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.

## 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

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| **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:* + 1. Information that specifies and complements provisions of the ITB must be incorporated.

 * + 1. 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**

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| --- | --- |
| **ITB Clause** |  |
| 5.3 | For this purpose, contracts similar to the Project shall be:1. ***Network Infrastructure that supports DepEd Enterprise Resource Planning System***
2. completed within the **last five (2) years** prior to the deadline for the submission and receipt of bids.
 |
| 7.1 | *Subcontracting is not allowed* |
| 12 | The price of the Goods shall be quoted DDPor the applicable International Commercial Terms (INCOTERMS) for this Project.  |
| 14.1 | The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:  |
|  | 1. The amount of not less than **Twenty Thousand Pesos only (Php 20,000.00)** if bid security is in cash, cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit; or
 |
|  | 1. The amount of not less than **Fifty Thousand Pesos only (Php 50,000.00),** if bid security is in Surety Bond.
 |
| 19.3 | *The Project will be awarded on a per lot basis.****Lot 1: Procurement of Network Infrastructure to Division Office to Support the DepEd Enterprise Resource Planning System – Php 1,000,000.00*** |

# 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.  |

## 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).**

## Advance Payment and Terms of Payment

* 1. Advance payment of the contract amount is provided under Annex “D” of the revised 2016 IRR of RA No. 9184.
	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**.

## 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.

## 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.

## Warranty

* 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.

* 1. 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.

## 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:* 1. Information that complements provisions of the GCC must be incorporated.
	2. 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 |  |
|  | **Delivery and Documents –** |
|  | For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows: |
|  |  |
|  | “The delivery terms applicable to this Contract are deliveredto***Department of Education – Division of Angeles City, Jesus Street, Pulungbulu, Angeles City****.* Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.” |
|  | Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).  |
|  | For purposes of this Clause the Procuring Entity’s Representative at the Project Site is ***Department of Education – Division of Angeles City, Jesus Street, Pulungbulu, Angeles City.*** |
|  | **Incidental Services –** |
|  | The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: |
|  |  |
|  | 1. performance or supervision of on-site assembly and/or start-up of the supplied Goods;
 |
|  | 1. furnishing of tools required for assembly and/or maintenance of the supplied Goods;
 |
|  | 1. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
 |
|  | 1. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
 |
|  | 1. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
 |
|  |  |
|  | The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services. |
|  | **Spare Parts –** |
|  | The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier: |
|  |  |
|  | * + - * 1. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
 |
|  | * + - * 1. in the event of termination of production of the spare parts:
 |
|  | 1. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
 |
|  | 1. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.
 |
|  | The spare parts and other components required are listed in **Section VI (Schedule of Requirements)** and the costs thereof are included in the contract price. |
|  | The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of ***three times the warranty period*.**  |
|  | Spare parts or components shall be supplied as promptly as possible, but in any case, within one (1) month of placing the order. |
|  |  |
|  | **Packaging –**The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit. |
|  | The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity. |
|  | The outer packaging must be clearly marked on at least four (4) sides as follows: |
|  | Name of the Procuring Entity |
|  | Name of the Supplier |
|  | Contract Description |
|  | Final Destination |
|  | Gross weight |
|  | Any special lifting instructions |
|  | Any special handling instructions |
|  | Any relevant HAZCHEM classifications |
|  | A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging. |
|  | **Transportation –** |
|  | Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. |
|  | Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price. |
|  | Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure. |
|  | The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.  |
|  | **Intellectual Property Rights –** |
|  | The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof. |

# 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.

|  |
| --- |
| ***Bill of Quantities and Materials*** |
|  |  |
| **Description**  | **Qty**  | **UoM**  |  **Price**  |  **Total Price**  |
| **Components**  |  |
| CAT6 UTP Cable  | 1  | lot  |  |  |
| I/O Port with box CAT6  | 172  | pcs  |  |  |
| Patch Panel 24 Ports CAT6  | 7  | pcs  |  |  |
| 42U MDF Cabinet 600x1000 with 2xfan, 2xPDU(6gang) - assembly type  | 1  | pcs  |  |  |
| IDF 6U with PDU and FAN  | 5  | pcs  |  |  |
| IDF 9U with PDU and FAN  | 1  | pcs  |  |  |
| FOC 2 core with messenger G.657  | 5  | pcs  |  |  |
| **Roughing-in Materials**  | 1  | lot  |  |  |
| **General Requirements**  |  |  |  |  |
| Mobilization and Demobilization  | 1  | lot  |  |  |
| Labor Works  | 1  | lot  |  |  |
| Engineering and Supervision  | 1  | lot  |  |  |
| PECE Sign and Sealed  | 1  | lot  |  |  |
| Testing and Implementation  | 172  | nodes  |  |  |
| Miscellaneous  | 1  | lot  |  |  |
|  |  **1,000,000.00**  |

# 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. |

**Technical Specifications**

|  |  |  |
| --- | --- | --- |
| **Item** | **Specification** | **Statement of Compliance** |
|  | See Bill of Materials | *[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.]* |
|  |  |
| **TERMS OF REFERENCE** |
| **TERMS OF TECHNICAL REFERENCE****FOR THE****Procurement of Network Infrastructure to Division Office To Support The DepEd Enterprise Resource Planning System**. 1. **Rationale and Background**

Information and Communication Technology (ICT) can contribute to universal access to education, equity in education, the delivery of quality learning and teaching, teachers’ professional development and more efficient education management, especially in governance and administration.The Department has taken significantly measures and aggressively address and respond to the challenges and needs of the time through shared vision. As an effort to have a better governance thru the DepEd Enterprise Resource Planning, a sustainable network infrastructure that is safe, secure and provides the ability to gather, analyze and utilize information is one of the keys to a successful backbone to a long envisioned unified system where data is available whenever and wherever.1. **Objectives:**
2. 1. To prepare the Division for the implementation of DepEd Enterprise Resource Planning System.
3. 2. Provide a Robust and Secure IT Infrastructure that Supports On-Demand Access to Information
4. 3. Deploy a modernized IT infrastructure that enables seamless access to information resources
5. 4. Improve and consolidate network between offices.
6. 5. Improve network scalability, speed and capacity.

***Section II. General Requirements***1. **GENERAL DESCRIPTIONS**
2. The Bidder/Supplier shall supply and deliver Information Technology Equipment/ materials as specified in the SECTION III and SECTION IV (bill of quantities) for the use of the Department of Education with reference to all provisions included in these terms of reference.
3. The prospective bidder shall be involved in System Integration and shall have at least 5 years’ experience in undertaking similar project. Must attached proof.
4. The prospective bidder must have a Professional Electronics Engineer in-charge in Project Management who is currently employed in the prospective bidder's company for a minimum of one year and trained, certified, and expert in ICT Project. Must attach resume, certification.
5. The Prospective bidder must have Certified Data Center Expert (CDCE) who is currently employed in the prospective bidder's company for a minimum of one year and trained and certified in the design and installation of cabling System.
6. The Prospective bidder must have at least three (3) Certified Engineers and Technicians who are currently employed in the prospective bidder's company for a minimum of one year and trained and certified in the design and installation of cabling System.
7. The Prospective bidder must have Certified Safety Officer who is currently employed in the prospective bidder's company for a minimum of one year and trained and certified in the design and installation of cabling System.
8. For cables and fibers, the prospective bidder should have a written authority from/issued by the manufacturer or their authorized representative, that they are authorized to re-sell, install, service and honor warranties.
9. To guarantee responsiveness of the winning bidder for after-sales support, the bidder/participant shall preferably have a local partner in Angeles City or nearest municipality or province and shall provide names and contact details of the persons responsible.
10. Technicians or installers should be Industry-Certified Professionals or Network Cabling-Certified Installer from any Cabling System Manufacturer for Copper and Fiber Solutions and shall present necessary proof thereof.
11. Actual site inspections and assessment by interested participants can be allowed during pre-bid conference and prior to dropping and opening of bids.
12. Winning bidder in close coordination with Information Technology Officer is given the flexibility on their technical design on how the cable will be route along ramps, walls, ceilings, and beams hence, the number of terminals/connections inside the building is mostly being considered during evaluation.
13. All installations of cables, peripherals, accessories, or electrical wires are expected to be neat, clean, or concealed using metal, aluminium, or plastic moulding or concealer. The use of screws or durable adhesive chemicals or combinations of them for moulding is allowed.
14. Fiber cables are expected to be installed using underground/aerial or overhead method. However, if the bidder upon site inspection may opt to use underground method or combinations of them, is considered, especially for reasons of practicality, durability, and quality.
15. Whenever necessary, winning bidder may use metal post or metal pole enough to carry weight of the cables and its tensions. Post/Pole vertical clearance should be high enough not to be disturbed by possible highest passing vehicle especially those encompassing/crossing public streets or road right of way. It is an option of the bidder to use existing post inside the division for economic reasons.
16. In cases of Force Majeure within the one (1) Year warranty period (Disaster, Catastrophe or Acts of Nature), the winning bidder shall voluntarily without cost, help/assist the Client on Identifying damages and provide recommendation for the Restoration Activities.
17. Whenever there is a conflict or ambiguity of technical preferences, the Overall Goal and Objectives of the Projects shall be considered.
18. The Prospective bidder shall complete the delivery and installation of work within forty-five (45) working days from the date of receipt of Notice to Proceed.
19. In all cases, the period or number of days of extension shall be agreed upon with the DIVISION OFFICE in writing.
20. The completion schedule provided shall be considered extended under the following:

i. Delays caused by force majeure events.ii. Delays caused by special cases and events beyond the control of the contractor, subject for evaluation and approval by DepEd Regional/Division Office.1. Claims for time extension of the contract period due to force majeure shall be subject to approval by the DIVISION OFFICE.

 **SUBMITTALS**The following shall be included in the Technical Submittal1. **Certificate** – Certification of After Sales Support for the Network equipment indicating the Support, should include on-line, telephone support, on-call, on-site and replacement if the hardware is defective under warranty.
* The Bidder/Supplier shall submit and must have Brand or Product manufacturer local parts center/ service hub depot in the Philippines certified by Manufacturer.
1. Proposed design, configuration and specifications of offered design, systems and technology shall show compliance, compatibility and best fit to the desired systems subject for evaluation of the procuring entity.
2. Proposed Work Plan and Detailed Implementation Schedule for the Project covering the whole period. Prospective Bidders are required to conduct site inspection. This is to ensure the reliability, security and efficiency of the required services that the prospective bidder shall perform. Timeframe should be specified for each activity to be done and shall include Gantt Chart Summary.
3. **OTHER CONSIDERATION**
4. The Bidder/Supplier MUST have local store of Information Technology Equipment in the Angeles City and operating in the last three (3) years with no business tax penalties/violations. In the absence of a local store in Angeles City, the bidder shall submit the name of the service center which will cater the need for repair in case of defects or malfunctions of the device delivered within the warranty period. An existing consignment/agreement shall be attached on the technical documents.
5. The Bidder/Supplier should have (a) completed a single information technology equipment contract whose value must be at least 50% of the ABC within a period of five (5) years.
6. The Bidder/Supplier MUST deliver all equipment within fifteen (15) days after receiving the Notice of Award/Notice to Proceed. ***The supplier must pay the Procuring Entity liquidated damages, not by way of penalty, an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed equipment scheduled for delivery or performance for every day of delay.***
7. **Warranty Period** –The Prospective bidder shall guarantee that the entire structured cabling and networks are free from all defective workmanship and materials, and will remain so for the period of:
* 25 Years of Product Warranty from the Cabling Manufacturer of the Product Offered (for fiber optics and CAT 6 cable)
* Minimum One (1) Year Warranty on Workmanship
* **Technical Support** – The bidder/supplier must have **a technician** that will be involved in providing technical support for this project
1. DIVISION OFFICE shall not be responsible for lack of materials and equipment to be supplied by the winning Bidder. It shall be the sole responsibility of the winning bidder to assess and re-assess on the Materials to be supplied to the Agency and shall be DIVISION OFFICE’s property.
 |
|  |

# Section VIII. Checklist of Technical and Financial Documents

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| **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: 1. 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
2. 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**

|  |
| --- |
| 1. **TECHNICAL COMPONENT ENVELOPE**
 |
| ***Class “A” Documents*** |
| *Legal Documents* |
| ⬜ | * + - 1. Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);

**Or** |
| ⬜ | * + - 1. 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** |
| ⬜ | * + - 1. 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** |
| ⬜ | * + - 1. Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).
 |
| *Technical Documents* |
| ⬜ | * + - 1. 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**
 |
| ⬜ | 1. 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**
 |
| ⬜ | 1. 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** |
| ⬜ | 1. Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
 |
| ⬜ | 1. 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* |
| ⬜ | 1. 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**
 |
| ⬜ | 1. The prospective bidder’s computation of Net Financial Contracting Capacity (NFCC);

**or** A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation. |
| ***Class “B” Documents*** |
| ⬜ | 1. 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. |

|  |
| --- |
| 1. **FINANCIAL COMPONENT ENVELOPE**
 |
| ⬜ | 1. Original of duly signed and accomplished Financial Bid Form; **and**
 |
| ⬜ | 1. Original of duly signed and accomplished Price Schedule(s).
 |

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| --- |
| *Other documentary requirements under RA No. 9184 (as applicable)* |
| ⬜ | 1. *[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.
 |
| ⬜ | 1. Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.
 |



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. [↑](#footnote-ref-1)
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. [↑](#footnote-ref-2)