



DEPARTMENT OF ENERGY

(Kagawaran ng Enerhiya)

Procurement Management Division

3F DOE Main Bldg., Energy Center, Rizal Drive Bonifacio

Global City, Taguig City, Philippines 1632

Telephone No.: (02) 3479-2900 local 383

Facsimile: (02) 8541-4105

Email address:

BIDDING DOCUMENTS

**15th PB CY 2024 – (RE-BIDDING) SUPPLY AND DELIVERY OF
REMBs ICT EQUIPMENT UNDER ISSP FOR CY2024**

(Purchase Request No. 05-0101-2024-02-0093)

**6th Edition
July 2020**

Section I. Invitation to Bid



**(RE-BIDDING) SUPPLY AND DELIVERY OF REMBS
ICT EQUIPMENT UNDER ISSP FOR CY2024**

- The **Department of Energy (DOE)** is undertaking **(Re-Bidding) Supply and Delivery of REMBs ICT Equipment under ISSP for CY 2024** and intends to apply the sum of **Php5,555,000.00** that will be sourced from the **FY 2024 GAA**, being the Approved Budget for the Contract (ABC) to payments for the contract under Purchase Request No. 05-0101-2024-02-0093. Bids received in excess of the ABC for each Lot and each item shall be automatically rejected at bid opening.

This procurement is having **Six (6) lots**, and bidders may bid for all lots or any of the lot.

Lot No.	Item	Unit	Qty.	Unit Cost (Php)	Approved Budget of the Contract (ABC)
1.	1.) Desktop Computer (High-end)	unit	6	120,000.00	Php3,760,000.00
	2.) Laptop Computer (Lightweight)		10	64,000.00	
	3.) Laptop Computer (Standard)		30	80,000.00	
2.	1.) Network Attached Storage A	unit	2	65,000.00	Php210,000.00
	2.) Network Attached Storage B		1	80,000.00	
3.	1.) High-speed Document Scanner	unit	5	65,000.00	Php445,000.00
	2.) All-in-one Laser Printer		2	60,000.00	
4.	1.) Short Throw Projector	unit	1	50,000.00	Php230,000.00
	2.) Video Conferencing System (Camera, Speakerphone, Remote, Hub, Table Mount, Expansion Microphone)		1	100,000.00	
	3) Digital (Mirrorless) Camera		1	80,000.00	
5.	Tablet PC	unit	8	70,000.00	Php560,000.00
6.	Drone	unit	1	350,000.00	Php350,000.00
TOTAL					PHP5,555,000.00

- The DOE now invites bids for **(Re-Bidding) Supply and Delivery of REMBs ICT Equipment under ISSP for CY 2024**. Delivery of the Goods and Services is **Sixty (60) Days** upon receipt of Notice to Proceed. Bidders should have completed, within **two (2) years from the date of submission and receipt of bids**, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instructions to Bidders.
- 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, otherwise known as the *“Government Procurement Reform Act”*.

Bidding is open to all interested bidders, whether local or foreign, subject to the conditions for eligibility provided in the 2016 revised IRR of RA No. 9184.

- The DOE is implementing an **Alternative Work Arrangement setting the office working days of DOE is from Mondays to Thursdays** and interested bidders may obtain further information from *Department of Energy – Procurement*

Management Division and inspect the Bidding Documents at the address given below during office hours from Mondays to Thursdays 8:00am to 4:00pm.

Procurement Management Division
Department of Energy
DOE Main Building, Energy Center,
Rizal Drive, Bonifacio Global City
Taguig City, Philippines 1632

The DOE is implementing its digital Order of Payment System. Bidders are advised to:

1. Call the Procurement Management Division at 84792900 local 383 or send email to esangalang@doe.gov.ph, marcuevas@doe.gov.ph, icarino@doe.gov.ph, jpacheco@doe.gov.ph a day before their payment, with the following information:
 - a. Company Name
 - b. Title of Item to Bid
 - c. Contact Person
 - d. Contact Number
 - e. At least two (2) official email addresses
2. The supplier should respond “Yes” to the email that will be sent by DOE regarding the payment.
3. The Supplier will receive from DOE Accounting an approved Order of Payment.
4. The Supplier should present the approved Order of Payment to the DOE Treasury during payment and provide copy to Procurement Management Division or upon submission of Bid.
5. In case of Bank Payment the Supplier shall ensure that the amount paid is as reflected in the Order of Payment and sent a copy of the Bank Deposit Slip together with the approved Order of Payment to the email address above or upon submission of Bid

The DOE also accepts payment for the bid documents through bank payment (Landbank of the Philippines):

Payment for	:	Bidding Documents for [Item to be Bidded]
Payee Account Name:	:	DOE Trust Fund
Account Number	:	0052-1155-58
Swift Code	:	TLBPPHMM
Beneficiary Address :	:	Department of Energy, Energy Center, BGC, Taguig City

Copy of the payment receipt must be emailed to:

Jaymee Joy A. Deogracias:

bacsecretariat@doe.gov.ph or jdeogracias@doe.gov.ph

5. For pre-bid conference purposes, the bid documents may be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity. The bidder shall pay the Bidding Documents not later than the submission of their bids.

Bidders are encouraged to download a copy of the Bid Documents for pre-bid conference purposes instead of physically securing a hard copy at the DOE-BAC Secretariat office.

6. A complete set of Bidding Documents may be acquired by interested Bidders on **20 July 2024** from the address below and upon payment of the applicable fee for the Bidding Documents, pursuant to Section 5 of Appendix 8 of the 2016 IRR of RA 9184.

Lot No.	Item	Unit	Qty.	Bid Docs Fee
1.	1.) Desktop Computer (High-end) 2.) Laptop Computer (Lightweight) 3.) Laptop Computer (Standard)	unit	6 10 30	Php5,000.00
2.	1.) Network Attached Storage A 2.) Network Attached Storage B	unit	2 1	Php500.00
3.	1.) High-speed Document Scanner 2.) All-in-one Laser Printer	unit	5 2	Php500.00
4.	1.) Short Throw Projector 2.) Video Conferencing System (Camera, Speakerphone, Remote, Hub, Table Mount, Expansion Microphone) 3.) Digital (Mirrorless) Camera	unit	1 1 1	Php500.00
5.	Tablet PC	unit	8	Php1,000.00
6.	Drone	unit	1	Php500.00
If All Lots:				PHP8,000.00

The Department of Energy will hold a Pre-Bid Conference on **08 August 2024** which **will start at 08:00 AM** at the DOE – **Audio Visual Room** DOE BAC Main Office.

7. Bids must be duly received by the BAC through manual submission at the office address indicated below on or before **08:00 AM of 22 August 2024** or submission could be made through courier service provided it will be stamped-received by the DOE Records Management Division or the BAC Secretariat on or **08:00 AM of 22 August 2024**. Online submission is not yet available. Late bids shall not be accepted.

**Annex Lobby
Procurement Management Division
Department of Energy
DOE Main Building, Energy Center,**

**Rizal Drive, Bonifacio Global City
Taguig City, Philippines 1632**

8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **22 August 2024** at **09:00AM**, DOE – Audio Visual Room, DOE-Main Building. The bidder's authorized representative, as stated in the bid submission, is required to attend the Bid Opening at the DOE AVR. Bids will be opened in the presence of the bidders' representatives.

Department of Energy
DOE Main Building, Energy Center,
Rizal Drive, Bonifacio Global City
Taguig City, Philippines 1632

10. To minimize errors in the preparation of bids, bidders are strongly enjoined to send the person or representative actually preparing their bids to attend/participate in the Pre-bid Conference. The bidders' representative shall carefully consider all the discussions during the Pre-bid Conference and be guided by them in the preparation of bids.

Official communication or notification shall be sent through the official email provided by the suppliers and are considered official and duly received by the supplier even without confirmation of such receipt.

11. The **Department of Energy** 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:

Jaymee Joy A. Deogracias
Procurement Management Division
DOE Main Bldg., Energy Center,
Rizal Drive Bonifacio Global City,
Taguig City, Philippines 1632
Email address: bacsecretariat@doe.gov.ph
Telephone/Facsimile: (02) 3479-2900 local 383 (02) 8541-4105
Website: www.doe.gov.ph

(SGD)

Usec. Giovanni Carlo J. Bacordo
Chairperson
Bids and Awards Committee

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, Department of Energy wishes to receive Bids for the **(Re-Bidding) Supply and Delivery of REMBs ICT Equipment under ISSP for CY 2024** under **Purchase Request No. 05-0101-2024-02-0093**.

2. Funding Information

2.1. The GOP through the source of funding from GAA for **FY2024**, in the amount of **Php5,555,000.00**

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 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

7.1. The Procuring Entity has prescribed that: **Subcontracting is not allowed.**

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address and/or through videoconferencing 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 two (2) 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.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule is inclusive of all Value added tax and all other applicable taxes and charges and 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 e.
 - b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

13. Bid and Payment Currencies

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

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

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

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration 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 20 December 2024**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

Each Bidder shall submit one copy of the first and second components of its Bid.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated “*passed*,” using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB Clause 14** shall be submitted for each lot or item separately.

19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

19.4. The Project shall be awarded as One (1) Project having several items that shall be awarded as one contract.

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

20. Post-Qualification

20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: <ul style="list-style-type: none"> a. Supply and Delivery of ICT Equipment. b. Completed within two (2) years prior to the deadline for the submission and receipt of bids
7.1	Subcontracting is not allowed
10.1	Brochures of products being offered is part of the submission for post qualification
12	The price of the Goods shall be quoted DDP – Department of Energy or 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: <ul style="list-style-type: none"> a. Not less than 2% of the Total ABC of bid, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. Not less than 5% of the Total ABC of bid, if bid security is in Surety Bond.
15.	Each Bidder shall submit one (1) original and two (2) copies of the first and second components of its bid.
20.2	No further Instructions

Section IV. General Conditions of Contract

1. **Scope of Contract**

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

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

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

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

2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. **Performance Security**

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

4. **Inspection and Tests**

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

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

5. Warranty

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

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>“The delivery terms applicable to the Contract are DDP delivered Department of Energy, Taguig City. In accordance with INCOTERMS.”</p> <p>“The delivery terms applicable to this Contract are Department of Energy, Taguig 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.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is: Dir. Marissa P. Cerezo – REMB</p>
	<p>Delivery and Documents</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>The delivery terms applicable to this Contract are delivered at DOE Main Office. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>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</p>

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.

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.

2.2	<p>The terms of payment shall be as follows:</p> <p>Payment shall be made as per schedule under the TOR and will be processed and paid upon completion of all deliverables and issuance of end-user's acceptance certificate and submission of complete documents. Payment is through check payment and is subject to usual government budgeting auditing, and accounting procedures.</p>
4	Inspection and Tests: As stated in the TOR/Specifications
5.1	No further instructions

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.

Lot No.	Item	Qty.	Delivery
	(Re-Bidding) Supply and Delivery of REMBs ICT Equipment under ISSP for CY 2024:		Sixty (60) days upon receipt of Notice to Proceed
1	1.) Desktop Computer (High-end)	6	
	2.) Laptop Computer (Lightweight)	10	
	3.) Laptop Computer (Standard)	30	
2	1.) Network Attached Storage A	2	
	2.) Network Attached Storage B	1	
3	1.) High-speed Document Scanner	5	
	2.) All-in-one Laser Printer	2	
4	1.) Short Throw Projector	1	
	2.) Video Conferencing System (Camera, Speakerphone, Remote, Hub, Table Mount, Expansion Microphone)	1	
	3.) Digital (Mirrorless) Camera	1	
5	Tablet PC	8	
6	Drone	1	

Section VII. Technical Specifications/ Terms of Reference

TERMS OF REFERENCE/SPECIFICATIONS						Bidder's Compliance
ICT EQUIPMENT						
Lot No	Item	Unit	Qty	Unit Cost (Php)	Approved Budget of the Contract (ABC)	
1.	1.) Desktop Computer (High-end) 2.) Laptop Computer (Lightweight) 3.) Laptop Computer (Standard)	unit	6 10 30	120,000.00 64,000.00 80,000.00	3,760,000.00	
2.	1.) Network Attached Storage A 2.) Network Attached Storage B	unit	2 1	65,000.00 80,000.00	210,000.00	
3.	1.) High-speed Document Scanner 2.) All-in-one Laser Printer	unit	5 2	65,000.00 60,000.00	445,000.00	
4.	1.) Short Throw Projector 2.) Video Conferencing System (Camera, Speakerphone, Remote, Hub, Table Mount, Expansion Microphone) 3.) Digital (Mirrorless) Camera	unit	1 1 1	50,000.00 100,000.00 80,000.00	230,000.00	
5.	Tablet PC	unit	8	70,000.00	560,000.00	
6.	Drone	unit	1	350,000.00	350,000.00	
TOTAL					PHP5,555,000.00	
I. Specifications:						
Lot no.1 - Item 1: Six (6) Units Desktop Computer (High-End)						
Processor	At least base/boost clock speeds of 3.7/ 4.8 GHz; 16 threads and 32 MB of cache					
Graphics Processor	At least 8 GB, 256bit, GDDR6X memory 256-bit at 1188 MHz (19 Gbps effective); Operating frequency:1575 MHz; Boost: up to 1770 MHz;					
Memory	At least 32GB DDR4/DDR5 RAM					
Monitor	At least 27-inch (1920 x 1080)					
Storage	Primary: At least 1TB NVMe™ PCIe® 3.0 SSD					
Connectivity	1x 2.5Gbps LAN Controller; Wi-Fi 6E AX210 + Bluetooth® 5.2					
Local Area Connection Port	10/100/1000/Gigabit ethernet port or 10/100/1000/Gigabits USB Ethernet dongle for each unit					
Ports	USB 4 (up to 40 Gbps), USB 3.1 Gen 2 (up to 10 Gbps), 3.5mm headphone jack, HDMI, USB-A					
Operating System	Licensed Windows 11 Pro Version 23H2 or later					

Warranty	2 year/s for parts and 2 years ON-SITE services
Accessories (6 Units)	Wireless keyboard and mouse combo HDMI cable for display connection HD Web Camera, Headset UPS 650VA
Item 2: Ten (10) Laptop Computer (Lightweight)	
Processor	At least 6 Cores; 12 Threads; min. Base/Boost:3.3GHz/4.2GHz; min. 16MB cache
Graphics Processor	Integrated into CPU
Memory	At least 8GB DDR4 RAM
Storage	At least 512GB M.2 NVMe™ PCIe® 3.0 SSD
Display	14inch 2.8K (2880 x 1800) OLED 16:10 aspect ratio; 90Hz
Wireless Connectivity	Wi-Fi 6(802.11ax) (Dual band) 2*2 + Bluetooth 5
Ports	MicroSD card reader; 2x USB-C 3.2 Gen 2; 1x USB Gen 2; Audio combo jack; HDMI 2.1, 1x Kensington Security Slot
Camera	At least 720p HD camera
Audio and Mic	Stereo Speakers and Digital/Array Microphone
Keyboard	English International Keyboard
Power Supply	Input: 100-240V AC, 50/60Hz universal
Battery	75WHrs, 2S2P, 4-cell Li-ion
Warranty	2 year/s for parts and ON-SITE services
Accessories (10 units)	USB 3.0 to 10/100/1000 Gigabit Ethernet Internet Adapter Wired USB Stereo headset with mic Wireless USB mouse Carry Bag Laptop Security Lock

Item 3: Thirty (30) Laptop Computer (Standard)

Processor	At least 8 cores, 16 threads, 16MB cache, 3.3 up to 4.6 GHz max boost
Graphics Processor	At least GPU4GB; GDDR6; 990Mhz/1740MHz
Memory	At least 8GB DDR4/DDR5 RAM
Storage	At least 512GB M.2 NVMe™ PCIe® 3.0 SSD
Display	14inch 2.8K (2880 x 1800) OLED 16:10 aspect ratio; 90Hz
Wireless Connectivity	Wi-Fi 6(802.11ax) (Dual band) 2*2 + Bluetooth 5
Ports	1x HDMI 1.4; 1x 3.5mm Combo Audio Jack; 1x DC-in; 1x USB 3.2 Gen 1 Type-A; 1x USB 3.2 Gen 1 Type-C; 2x USB 2.0 Type-A; Micro SD card reader
Camera	At least 720p HD camera with privacy shutter
Audio and Mic	Stereo Speakers and Digital/Array Microphone
Keyboard	English International Keyboard
Power Supply	Input: 100-240V AC, 50/60Hz universal
Battery	63WHrs, 3S1P, 3-cell Li-ion
Warranty	2 year/s for parts and ON-SITE services
Accessories (30 units)	USB 3.0 to 10/100/1000 Gigabit Ethernet Internet Adapter Wired USB Stereo headset with mic Wireless USB mouse Carry Bag Laptop Security Lock

Lot no. 2 - Item 1: Two (2) Network Attached Storage A

Processor	At least 2.0 GHz (Base)
CPU Architecture	64-bit
Memory	At least 6GB DDR4 non-ECC
Number of Slot	At least 4 Bays + 2 M.2 2280 NVMe SSD Slot

Storage	At least 1TB M.2 NVME + 1 x 6TB HDD
Port/Connectivity	USB 3.0 / 2.0 Supported OS: Windows 8 / 8.1 / 10 / 11 or later; Mac OS X 10.6.8 or later
Power Supply	At least AC 90W, 100V - 240V, 50/60 Hz universal
Color	End-user preference based on available colors
Warranty	At least 1-year warranty on parts and on-site services

Item 2: One (1) Network Attached Storage B

Processor	At least 2.0 GHz (Base)
CPU Architecture	64-bit
Memory	At least 6GB DDR4 non-ECC
Number of Slot	At least 4 Bays + 2 M.2 2280 NVMe SSD Slot
Storage	At least 1TB M.2 NVME + 2 x 6TB HDD
Port/Connectivity	USB 3.0 / 2.0 Supported OS: Windows 8 / 8.1 / 10 / 11 or later; Mac OS X 10.6.8 or later
Power Supply	At least AC 90W, 100V - 240V, 50/60 Hz universal
Color	End-user preference based on available colors
Warranty	At least 1-year warranty on parts and on-site services

Lot no. 3 - Item 1: Five (5) High Speed Document Scanner

Scanning	Automatic Document Feeder, A4 sheet-fed Speed: Up to 85ppm/170ipm (one-pass duplex) Max. Document Scan size: up to A3 Support Paper Thickness: Scan from 27gsm to 413gsm ADF Capacity: 100 sheets ADF
Output	Output Resolution: Up to 1200dpi

	Up to 9,000 sheets per day
Port/Connectivity	USB 3.0 / 2.0 Supported OS: Windows 8 / 8.1 / 10 / 11 or later; Mac OS X 10.6.8 or later
Power Supply	AC 100V - 240V 50/60 Hz universal
Color	End-user preference based on available colors
Warranty	At least 1-year warranty on parts and on-site services

Item 2: Two (2) All-in-one Laser Printer

Basic Specs	<p>Print, Copy, Scan, Fax</p> <p>Connectivity: USB, Wi-Fi, Wireless Direct</p> <p>Print speed black/color (ISO, A4): Up to 16 ppm.</p> <p>Duty cycle (monthly, A4): Up to 30,000 pages.</p> <p>Recommended monthly page volume: 150 to 1500.</p> <p>Print technology: Laser. Processor speed: 800 MHz. Paper handling output, standard: 100-sheet output bin.</p> <p>Duplex printing: Manual (driver support provided). Scanner type: Flatbed, ADF. Scan resolution, optical:</p> <p>Up to 300 dpi (color and mono, ADF); Up to 1200 dpi (color and mono, flatbed). Scan speed (normal, A4): Up to 14 ppm. Copy speed (black/color, normal quality, A4): Up to 16 ppm. Copy resolution (color text and graphics): 600 x 600 dpi.</p> <p>Faxing: Yes. Fax memory: Up to 1300 pages. Cable included: Yes, 1 USB; Supported OS:</p> <p>Windows 8 / 8.1 / 10 / 11 or later; Mac OS X 12 or later</p>
Accessories (2 units)	5 sets of toners ink
Warranty	At least 1-year warranty on parts and on-site services

Lot no. 4 - Item 1: One (1) Short Throw Projector

Display resolution	1280 x 800
Connectivity Technology	USB, HDMI

Projection Method	Rear,Front / Maximum Focal Length:3.70 Mm / Maximum Diagonal Image Size:100" / Number Of Lamps:1
Lamp Power	250 W / Normal Mode Lamp Life:5000 Hour / Economy Mode Lamp Life:10000 Hour / Standard Mode Brightness:3500 Lm
Installation	Ceiling/desk, front/rear
HDMI 1 IN/HDMI 2 IN	HDMI 19-pin x 2 (Compatible with HDCP 1.4, Deep Color), Audio signal: Linear PCM
Cables / Power	110-240 50/60Hz AC Power adapter
Warranty	At least 1-year warranty on parts and on-site services

Item 2: One (1) Video Conferencing Camera

Camera	<p>Full HD 1080p video calling (up to 1920 x 1080 pixels); 720p HD video calling (up to 1280 x 720 pixels) with supported clients</p> <p>H.264 UVC 1.5 with Scalable Video Coding (SVC)</p> <p>Supports H.64 SVC 1080p, along with optimizations for best call performance in single or multiparty HD video</p>
Field of View	<p>Diagonal: 90°</p> <p>Horizontal: 82.1°</p> <p>Vertical: 52.2°</p> <p>4X digital zoom</p> <p>RightLight™ 2 technology for clarity in various lighting environments, even low light.</p> <p>Digital pan, tilt and zoom from remote control or optional downloadable app</p> <p>Mechanical tilt wheel</p> <p>Camera LED for active streaming indication</p>
Speakerphone	<p>Integrated full duplex speakerphone with echo and noise cancellation</p> <p>360° wideband audio.</p>

	<p>Bluetooth and NFC enabled.</p> <p>LEDs for speakerphone streaming, mute, hold and Bluetooth pairing.</p> <p>Controls for call answer/end, volume, and mute</p>
Microphones (TX)	<p>Two omni-directional microphones supporting 3.6 m diameter range.</p> <p>Frequency Response: 100Hz – 16KHz</p> <p>Sensitivity: -34dB +/-3dB</p> <p>Distortion: <1% @ 1KHz at 65dB</p>
Speakers (RX)	<p>Frequency Response: 140Hz – 16KHz</p> <p>Sensitivity: 89dBSPL +/-3 dB at 1W/0.5M</p> <p>Max output: 91.5dBSPL at 0.5m</p> <p>Distortion <5% from 200Hz</p>
Remote Control	<p>Docks on device and functions as a lens cover</p> <p>IR 3 m range</p> <p>CR2032 battery (included)</p>
Cables / Power	<p>AC Power adapter with regional plugs</p> <p>USB cable 1.8m</p> <p>Integrated rechargeable battery</p>
Mount	<p>Designed for tabletop use.</p>
Warranty	<p>At least 1-year warranty on parts and on-site services</p>
Item 3: One (1) Digital (Mirrorless) Camera	
Sensor	<p>Still Reso MP: 20.7mpx CMOS; Video Reso: APS-C Sensor; Burst Depth: 11 Frames/Sec using EVF</p>
Lens	<p>Optical zoom: 3.1 x;</p> <p>Max. focal length: 50 mm;</p> <p>Min. focal length: 16 mm;</p> <p>Lens aperture: 3.5 - 6.3;</p> <p>Focus adjustment: Autofocus</p>
Screen	<p>3.2in ND FILTER: Auto/On (3 steps)/Off</p>

	VF & LCD: OLED EVF & Tilt-Touch LCD
Camera	3840x2160 pixels; 120 fps Up to 11 fps at 20.9 MP Up to 5 fps at 20.9 MP Up to 4 fps at 20.9 MP Up to 30 fps at 8 MP
Lens Kit	At Least 16-50mm & 50-250mm
Warranty	At least 1-year warranty on parts and on-site services
Lot no. 5: Eight (8) Units Tablet PC	
Processor	At least 8-core CPU with 4 performance cores and 4 efficiency cores
Graphics Processor	At least 8-core GPU
Memory	At least 8GB RAM
Storage	At least 128GB
Display	10.9-inch (diagonal) LED-backlit Multi-Touch display with IPS technology; 2360-by-1640-pixel resolution at 264 pixels per inch (ppi); Wide color display (P3); True Tone display; Fingerprint-resistant oleophobic coating; Fully laminated display; Antireflective coating; 1.8% reflectivity; 500 nits brightness
Wireless Connectivity	Wi-Fi
Ports	1x HDMI 1.4; 1x 3.5mm Combo Audio Jack; 1x DC-in; 1x USB 3.2 Gen 1 Type-A; 1x USB 3.2 Gen 1 Type-C; 2x USB 2.0 Type-A; Micro SD card reader
Camera	Rear: 12MP Wide camera, <i>f</i> /1.8 aperture, Digital zoom up to 5x, Five-element lens, Autofocus with Focus Pixels, Panorama (up to 63MP) Smart HDR 3, Wide color capture for photos and Live Photos, Photo geotagging, Auto image stabilization, Burst mode, Image formats captured: HEIF and JPEG; Front: 12MP Ultra Wide front camera, 122° field of view, <i>f</i> /2.4 aperture, Smart HDR 3, 1080p HD video recording at 25 fps, 30 fps, or 60 fps, Time-lapse video with stabilization, Extended dynamic range for video up to 30 fps, Cinematic video stabilization (1080p and 720p), Wide color capture for photos and Live Photos, Lens correction, Retina Flash, Auto image stabilization, Burst mode
Video Recording	4K video recording at 24 fps, 25 fps, 30 fps, or 60 fps

	<p>1080p HD video recording at 25 fps, 30 fps, or 60 fps</p> <p>720p HD video recording at 30 fps</p> <p>Slo-mo video support for 1080p at 120 fps or 240 fps</p> <p>Time-lapse video with stabilization</p> <p>Extended dynamic range for video up to 30 fps</p> <p>Cinematic video stabilization (4K, 1080p, and 720p)</p> <p>Continuous autofocus video, Playback zoom, Video formats captured: HEVC and H.264</p>
Accessories (8 Units)	Cover
Warranty	At least 1-year warranty on parts and on-site services

Lot no. 6: One (1) Drone Camera

Flight Distance	MAX 30 km
Max Ascent Speed	1 m/s (C mode) 6 m/s (N mode) 8 m/s (S mode)
Max Hover Time	NO WIND: 40 minutes
Sensing System	<p>Omnidirectional binocular vision system, supplemented with an infrared sensor at the bottom of the aircraft FORWARD: Measurement Range: 0.5-20 m Detection Range: 0.5-200 m Effective Sensing Speed: Flight Speed \leq 15m/s FOV: Horizontal 90°, Vertical 103° BACKWARD: Measurement Range: 0.5-16 m Effective Sensing Speed: Flight Speed \leq 14m/s FOV: Horizontal 90°, Vertical 103° LATERAL: Measurement Range: 0.5-25 m Effective Sensing Speed: Flight Speed \leq 15m/s FOV: Horizontal 90°, Vertical 85° UPWARD: Measurement Range: 0.2-10 m Effective Sensing Speed: Flight Speed \leq 6m/s FOV: Front and Back 100°, Left and Right 90° DOWNWARD: Measurement Range: 0.3-18 m Effective Sensing Speed: Flight Speed \leq 6m/s FOV: Front and Back 130°, Left and Right 160°</p>
Max Descent Speed	1 m/s (C mode) 6 m/s (N mode) 6 m/s (S mode)
Max Speed	FLIGHT 5 m/s (C mode) 15 m/s (N mode) 19 m/s (S mode)
Max Tilt Angle	25° (C mode) 30° (N mode) 35° (S mode)
Max Angular Speed	200°/s
Max Wind Resistance	12 m/s

Max Flight Time	NO WIND: 46 minutes
Hover Accuracy Range	Vertical: ± 0.1 m (with Vision Positioning); ± 0.5 m (with GNSS Positioning) Horizontal: ± 0.3 m (with Vision Positioning); ± 0.5 m (with High-Precision Positioning System)
Mechanical Range	Tilt: -135° to 100° Roll: -45° to 45° Pan: -27° to 27°
Stabilization	3-axis motorized (tilt, roll, pan)
Camera	<p>Sensor 4/3 CMOS, Effective pixels: 20 MP; Lens</p> <p>FOV: 84° Format Equivalent: 24 mm Aperture: f/2.8 to f/11 Focus: 1 m to ∞ (with autofocus); ISO Range Video: 100-6400 Still Image: 100-6400; Shutter Speed Electronic Shutter: 8-1/8000 s; Max Image Size Main Unit: 5280x3956; Still Photography Modes</p> <p>Single shot: 20MP Photos</p> <p>Automatic Exposure Bracketing (AEB): 20 MP, 3/5 bracketed frames at 0.7 EV Timed: 20 MP, 2/3/5/7/10/15/20/30/60 s Video Resolution Apple ProRes 422 HQ 5.1K: 5120x2700</p> <p>4K: 3840x2160 H.264/H.265 5.1K: 5120x2700 DCI 4K:</p> <p>4K: 3840x2160 FHD: 1920x1080p; Max Video Bitrate H.264/H.265 Bitrate: 200 Mbps; Supported File Formats exFAT Photo Format JPEG/DNG (RAW); Video Formats MP4/MOV (MPEG-4 AVC/H.264, HEVC/H.265); MOV (Apple ProRes 422 HQ)</p>
Video Transmission	<p>Video Transmission System, O3+, Live View Quality, Remote Controller: 1080p@30fps/1080p@60fps, Operation Frequency, 2.400-2.4835 GHz</p> <p>5.725-5.850 GHz, Max Transmission Distance (unobstructed, free of interference and aligned with controller), 2.400-2.4835 GHz; 5.725-5.850 GHz, FCC: 15 km, CE: 12 km, SRRC: 8 km, MIC: 8 km, Max Download Bitrate, SDR: 5.5MB/s (with RC-N1 remote controller)</p> <p>15MB/s (with DJI RC Pro remote controller), Wi-Fi 6:, 80MB/s</p> <p>Latency (depending on environmental conditions and mobile device)</p> <p>130 ms (with RC-N1 remote controller), 120 ms (with DJI RC Pro remote controller)</p> <p>Antennas; 4 antennas, 2T4R; Transmitter Power (EIRP); 2.4 GHz: ≤ 33 dBm (FCC); ≤ 20 dBm (CE/SRRC/MIC); 5.8 GHz: ≤ 33 dBm (FCC), ≤ 30 dBm(SRRC), ≤ 14 dBm(CE)</p>
Battery	Capacity, 5000 mAh, Voltage, 15.4 V, Charging Voltage Limit, 17.6 V, Battery Type, LiPo 4S, Energy, 77 Wh, Weight, 335.5 g, Charging Temperature, 5° to 40° C (41° to 104° F)

Storage	SDXC or UHS-I microSD card with a capacity of up to 2 TB
Warranty	At least 1-year warranty on parts and on-site services

II. Other Terms and Conditions:

- A. The price quoted must be firm and irrevocable and not subject to any changes whatsoever even due to the cost of raw material components and fluctuations in foreign exchange rates and excise duties.
- B. Bidder must provide a support helpdesk (8 hrs. x 5 days, Mondays to Fridays) via phone email or chat, and must replace defective items within a week after return.
- C. Bid price must be inclusive of all costs (insurance, freight, brokerage, duties, and taxes, etc.) attendant to the delivery of the items at:
- D. Delivery Terms: Delivery will be within sixty (60) days upon receipt of Notice to Proceed (NTP).

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents
(Requirement during the Opening of Bids) and
Documentary Requirements for Post-qualification

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages).
Or
- (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document;
And
- (c) Mayor’s or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
And
- (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

- (e) Statement of the prospective bidder of all its ongoing government and private contracts, completed 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 (**Bidding Form Annex A**); and
- (f) Statement of the bidder’s Single Largest Completed Contract (SLCC) (**Bidding Form Annex B**) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; and
- (g) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission; or original copy of Notarized Bid Securing Declaration (**Bidding Form Annex C**); and
- (h) Conformity with the Technical Specifications under Section VII by signing the bidder’s compliance column of the TOR/Technical Specification and submission of the following:
 - 1. production/delivery schedule;
 - 2. manpower requirements/organizational structure; and
 - 3. **Warranty Certificate for Goods/ Guarantee for after sale services for Services**; and
- (i) Original duly signed Omnibus Sworn Statement (OSS) (**Bidding Form Annex D**); and if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or

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

Financial Documents

- (j) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; and
- (k) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC); or a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

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

II. FINANCIAL COMPONENT ENVELOPE

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

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

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

III. Post-Qualification Requirements:

1. In case only the PhilGEPS Registration Certificate (Platinum Membership) was submitted during the bid opening, submit the certified true copies of the following:
 - (a) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document;
 - (b) 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
 - (c) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).
2. Latest Income/Business Tax Returns;
3. Certificate of PhilGEPS Registration;
4. Pictures of its principal place of business;
5. In case of Goods, submit brochures/prototype/actual sample of the products being offered or in case of Services, concept paper/write-up or description of the services being offered; which must be submitted on the date indicated in the post-qualification letter, addressed to the end-user, and certifies that it is the bidder's official and final offer. Non-submission of this requirement may be a ground for disqualification.
6. In case of procurement for manpower services, proof of contribution/remittance for SSS, Philhealth and Pag-ibig for the last six (6) months from the opening of bid; and
7. Other appropriate licenses and permits required by law as stated in the bidding documents/post-qualification letter.

Bidding Forms

Mandatory Submission of Bidding Forms

ANNEX A

STATEMENT OF ONGOING, COMPLETED AND/OR AWARDED CONTRACTS

**The Bids and Awards Committee
Department of Energy
Energy Center, Rizal Drive, Bonifacio Global City
Taguig, Metro Manila**

Ongoing, completed or awarded but not yet started projects for the period: last two (2) years, where applicable.

Procuring Entity / Date of Contract	Kinds of Goods Sold and/or Services Offered	Amount of Contract and Value of Outstanding Contracts	Date of Delivery	End-user's Acceptance if Completed (date)	Specify whether a Prospective Bidder is a Manufacturer, Supplier, Distributor or Service Provider	Indicate whether "Similar" or "Not Similar"

Submitted By:

(Signature over Printed Name)

Note:

1. May be reproduced, if necessary
2. Please attach end-user's certificate of acceptance

ANNEX B

STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT

**The Bids and Awards Committee
Department of Energy
Energy Center, Rizal Drive, Bonifacio Global City
Taguig, Metro Manila**

Single Largest Completed Contract (SLCC) for the period: last two (2) years, where applicable.

Procuring Entity / Date of Contract	Kinds of Goods Sold and/or Services Offered	Amount of Contract and Value of Outstanding Contracts	Date of Delivery	End-user's Acceptance if Completed (date)	Specify whether a Prospective Bidder is a Manufacturer, Supplier, Distributor or Service Provider	Indicate whether "Similar" or "Not Similar"

Submitted By:

(Signature over Printed Name)

Note:

1. May be reproduced, if necessary
2. Please attach end-user's certificate of acceptance

Annex C

Bid Securing Declaration Form

[shall be submitted with the Bid if bidder opts to provide this form of bid security]

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.

BID SECURING DECLARATION
Project Identification No.: *[Insert number]*

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
 - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this ____ day of *[month]* *[year]* at *[place of execution]*.

*[Insert NAME OF BIDDER OR ITS
AUTHORIZED REPRESENTATIVE]*
[Insert signatory's legal capacity]
Affiant

[Jurat]

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

Annex D

Omnibus Sworn Statement *[shall be submitted with the Bid]*

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:

1. *[Select one, delete the other:]*

[If a sole proprietorship:] I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder];

[If a partnership, corporation, cooperative, or joint venture:] I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];

2. *[Select one, delete the other:]*

[If a sole proprietorship:] As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney

[If a partnership, corporation, cooperative, or joint venture:] I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)];

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

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

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

6. *[Select one, delete the rest:]*

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project

Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;
[If a partnership or cooperative:] None of the officers and members of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;
[If a corporation or joint venture:] None of the officers, directors, and controlling stockholders of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of ___, 20__ at _____, Philippines.

*[Insert NAME OF BIDDER OR ITS
AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant*

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

Annex E

Bid Form for the Procurement of Goods and Services
[shall be submitted with the Bid]

BID FORM

Date : _____

Project Identification No. : _____

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

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods]* in conformity with the said PBDs for the sum of *[total Bid amount in words and figures]* or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

[Insert this paragraph if Foreign-Assisted Project with the Development Partner:

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:
Name and address Amount and Purpose of Agent Currency/Commission or gratuity

(if none, state "None")]

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.

The undersigned is authorized to submit the bid on behalf of *[name of the bidder]* as evidenced by the attached *[state the written authority]*.

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

Name: _____

Legal capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Date: _____

Annex F

Price Schedule for Goods Offered from Abroad
[shall be submitted with the Bid if bidder is offering goods from Abroad]

For Goods Offered from Abroad

Name of Bidder _____ Project ID No. _____ Page ___ of ___

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)

Name: _____

Legal Capacity: _____

Signature _____

Duly authorized to sign the Bid for and behalf of: _____

Annex F

**Price Schedule for Goods Offered from Within the Philippines
[shall be submitted with the Bid if bidder is offering goods from within the Philippines]**

For Goods Offered from Within the Philippines

Name of Bidder _____ Project ID No. _____ Page ___ of ___

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf _____

Contract Agreement Form for the Procurement of Goods (Revised)
[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]

CONTRACT AGREEMENT

THIS AGREEMENT made the _____ day of _____ 20____ between [name of PROCURING ENTITY] of the Philippines (hereinafter called “the Entity”) of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called “the Supplier”) of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly [brief description of goods and services] and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of [*contract price in words and figures in specified currency*] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:
 - i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
 - ii. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;
 - iii. Performance Security;
 - iv. Notice of Award of Contract; and the Bidder’s conforme thereto; and
 - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder

agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.
4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

[Insert Name and Signature]
[Insert Signatory's Legal Capacity]

for:
Department of Energy

[Insert Name and Signature]
[Insert Signatory's Legal Capacity]

for:
[Insert Name of Supplier]

Witness for DOE
[Position Title]

Witness for Supplier
[Position Title]

Helen C. Roldan
OIC – Chief, Accounting Division
Witness

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