

**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:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the Department of Social Welfare and Development Field Office III and Diosdado Macapagal Government Center, Brgy. Maimpis, City of San Fernando, Pampanga *for bid submission*,” should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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# ***Glossary of Acronyms, Terms, and Abbreviations***

**ABC** – Approved Budget for the Contract.

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

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

**CDA** - Cooperative Development Authority.

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

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

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

**DTI** – Department of Trade and Industry.

**EXW** – Ex works.

**FCA** – “Free Carrier” shipping point.

**FOB** – “Free on Board” shipping point.

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

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

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

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

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

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

**PhilGEPS** - Philippine Government Electronic Procurement System.

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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

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

**UN** – United Nations.

## ***Section I. Invitation to Bid***

### **Notes on the Invitation to Bid**

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

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

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

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



**REPUBLIC OF THE PHILIPPINES**  
**DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT**

DSWD Field Office III, Diosdado Macapagal Government Center, Maimpis,  
City of San Fernando Pampanga, Philippines 2000  
Tel: (045) 861 – 2413 ; Telefax: (045) 961 – 2413  
Email: bac.fo3@dswd.gov.ph website: <https://fo3.dswd.gov.ph>

**INVITATION TO BID**

**SUPPLY AND DELIVERY OF SEMI-EXPENDABLE  
ICT EQUIPMENT - PRINTERS FOR THE USE OF DSWD FO III  
PANTAWID PAMILYANG PILIPINO PROGRAM STAFF**

ITB No. GOP/DSWD3-2023-10-002  
(PR No. 2023-05-135)

1. The **Department of Social Welfare and Development (DSWD) - Field Office III**, through the **GAA FY 2023, PANTAWID - Semi-Ex ICT Equipment** intends to apply the sum of **ONE MILLION ONE HUNDRED ELEVEN THOUSAND NINE HUNDRED FIFTY-FIVE PESOS (PHP1,111,955.00)** being the Approved Budget of the Contract to payments under the contract for “**SUPPLY AND DELIVERY OF SEMI-EXPENDABLE ICT EQUIPMENT-PRINTERS FOR THE USE OF DSWD FO III PANTAWID PAMILYANG PILIPINO PROGRAM STAFF.**” Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **Department of Social Welfare and Development (DSWD) - Field Office III** now invites bids for the above Procurement Project. Delivery of the Goods shall within the period appearing in the **SCHEDULE OF REQUIREMENTS**. Bidders should have completed, **within the last ten (10) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

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 Social Welfare and Development Field Office III** and inspect the Bidding Documents at the address given below or at the DSWD Field Office III official website.

In compliance with **GPPB Resolution 09-2020** entitled, “**Approving Measures for the Efficient Conduct of Procurement Activities during a State of Calamity or Implementation of Community Quarantine or Similar Restrictions**”, the DSWD Bids and Awards Committee has confirmed, adopted, and approved measures for online or electronic bidding, as recommended by the GPPB-TSO, for the efficient conduct of all procurement activities, regardless of the procurement modality, during the pandemic in preparation for the full implementation of GPPB Resolution No. 21-2021 using E- Bidding Facility of the Modernized Philippine Government Electronic Procurement System (mPhilGEPS).

In view of this, the procedure for this procurement project shall be in accordance with DSWD BAC Resolution No. 2021-10-01 relative to the Implementation of Electronic Submission and Receipt of Bids and the Bidder’s Kit on **Guidelines to Bidders in Adopting Electronic Submission of Bids** is attached herewith as Annex “A.”

5. Bidding will be conducted through open competitive bidding procedures via electronic or online using non-discretionary “pass/fail” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
6. A complete set of Bidding Documents may be acquired by interested Bidders on **October 25, 2023 to November 7, 2023 (4:00 PM)** from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB (**P5,000.00**). The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person or electronic mail.

Interested Bidders shall contact the BAC Secretariat through e-mail at [secretariatbac.fo3@gmail.com](mailto:secretariatbac.fo3@gmail.com) for further instructions on the purchase and payment of the Bidding Documents.

Upon receipt from the BAC of an official Acknowledgement Receipt of Bid and payment of the Bidding Document Fee, the bidder shall submit to the BAC Secretariat clear digital copies of the aforementioned Acknowledgement Receipt of Bid and either clear scanned copy of Official Receipt issued by the DSWD Field Office III Cashier’s Office or any valid proof of payment made via bank or electronic banking **on or before the deadline of submission of bids**.

7. Department of Social Welfare and Development Field Office III will hold a Pre-Bid Conference<sup>1</sup> on **October 25, 2023 | 10:00 AM** through video conferencing or webcasting via Google Meet which shall be open to prospective bidders.

A pre-registration shall be required for all interested suppliers in order to access the video conferences and to participate further in the procurement activities as scheduled. Those

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<sup>1</sup> 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.

interested bidders must provide complete information in the Google Forms which may be accessed via this link: <https://tinyurl.com/DSWDe-bid> or <bit.ly/bacfo3registration>.

Prospective bidders are encouraged to discuss any concerns or clarifications about the eligibility requirements including the technical specifications in the said conference.

8. Bids must be duly received and acknowledged by the BAC Secretariat through online or electronic submission **on or before November 8, 2023 at 9:00AM** in the manner compliant with the submission of eligibility documents for public bidding and in accordance with the above-mentioned DSWD BAC Resolution No. 2021-10-01 relative to the Implementation of Electronic Submission and Receipt of Bids and the Bidder's Kit on **Guidelines to Bidders in Adopting Electronic Submission of Bids**.

#### **LATE SUBMISSION OF BIDS SHALL NOT BE ACCEPTED**

9. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB Clause 14**.
10. Bid opening shall be on **November 8, 2023 at 10:00AM** via Google Meet video conferencing. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
11. Prospective bidders are requested to organize and submit their Bids electronically as provided under the Bidder's Kit on **Guidelines to Bidders in Adopting Electronic Submission of Bids**. **and suppliers are hereby reminded, as follows:**
  - a) The submission of the Legal and Technical Documents (First Envelope) and Financial Documents (Second Envelope) shall be in PDF file;
  - b) Scan the original copy of the **Legal and Technical Requirements** and save as PDF, after scanning the original copy of the **Legal and Technical Requirements**, place the scanned files in one folder with file name "**Legal and Technical Documents**" and compress the folder using **WinRAR Extractor Application** with file name "**Folder 1 - Legal and Technical Documents**", assign a strong password on the compressed file;
  - c) Scan the original copy of the **Financial Requirements** and save as PDF, after scanning the original copy of the **Financial Requirements**, place the scanned files in one folder with file name "**Financial Requirements**" and compress the folder using **WinRAR Extractor Application** with file name "**Folder 2 - Financial Documents**", assign a password on the compressed file;
  - d) After encrypting the **Legal and Technical, and Financial Requirements**, encrypt the two (2) encrypted files using **WinRAR Extractor Application** with file name "**DSWD-FOIII ITB No. \_\_\_\_ - (Name of Bidder)**", and assign a strong password;

**In case of modification of bids by the bidder**, the bidder shall use the file name for the main file "**DSWD-FOIII ITB No. - (Name of Bidder) - Final**"

The original bid submitted shall not be retrieved but a modified bid shall be submitted to the BAC Secretariat official uploading site provided that it is equally secured by strong password, properly identified, and submitted on or before the set deadline.

**Important:** Passwords shall bear a unique combination for each file. Same passwords for any and all files are **strictly not allowed**. Please see attached **ANNEX** for your guidance.

- e) Submit/Upload your bids thru this link: <https://tinyurl.com/dswfo3ebid> on or before the set deadline;
- f) After submission of your bids, wait for an acknowledgement of BAC via email for the confirmation of your submitted bids indicating the Date and Time of your submission; and
- g) Also, the link for the Opening of Bids will be sent to your registered email upon submission of the copy of the Acknowledgement Receipt of Bid and proof of payment of the bidding document to the BAC Secretariat as stated in item no.6 hereof.

**Important:** All bids submitted after the deadline will **NOT** be considered in the bid opening.

It is the responsibility of the bidders who submitted their bids electronically to monitor receipt of an auto-generated bid receipt acknowledging their bid submission. Failure to receive a bid receipt means the submission was not successful.

In case the bidder fails to submit any or all of the folders containing the documentary requirements in unique password-protected RAR files, the bid/quotation will automatically be disqualified and shall be declared as "FAILED" and the supplier will no longer be allowed to participate further in the procurement activities scheduled for this project.

- 12. After the opening and evaluation of bids, the BAC, its staff and personnel, Secretariat and Technical Working Group (TWG), as well as Observers are prohibited from making or accepting any communication with any bidder regarding the evaluation of their bids until issuance of Notice of Award (NOA). However, the BAC, through its Secretariat, may ask in writing the bidder for clarification of its request in writing. All responses to requests for clarification shall be in writing.
- 13. The DSWD FO III 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.

14. For further information, please refer to:

**THE CHAIRPERSON**

Bids and awards Committee c/o BAC Secretariat  
DSWD Field Office III, Diosdado Macapagal Government Center,  
Maimpis, City of San Fernando, Pampanga, Philippines  
Tel: (045) 961 – 2143

You may visit the following websites:

For downloading of Bidding Documents:

**ps-philgeps.gov.ph** - Website of the Philippine Government Electronic  
Procurement System (PhilGEPS)

[www.fo3.dswd.gov.ph](http://www.fo3.dswd.gov.ph) – Website of the DSWD Field Office III

<https://tinyurl.com/fo3bacsite> – Website of the DSWD Field Office III  
BAC

Prospective bidders are **required** to pay for the purchase of the project's  
Philippine Bidding Documents personally at DSWD FO III.

**PRISCILA C. TIOPENGCO**

Bids and Awards Committee Chairperson

**DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT  
OFFICE III BIDS AND AWARDS COMMITTEE**

**GUIDELINES TO BIDDERS IN ADOPTING ELECTRONIC  
SUBMISSION OF BIDS**  
(GPPB Resolution No. 09-2020)

*For Pre-Bidding Conference*

**Step 1:** Register by completing the information required in the Google Forms that can be accessed with this link: <https://tinyurl.com/DSWDe-bid>. Once the form is successfully submitted, wait for an acknowledgement that will be sent to you via email.

**Step 2:** Attend in the scheduled Pre-Bid Conference by clicking the link attached in the Acknowledgement email.

**Step 3:** Wait for the Bids and Awards Committee to accept your entry in the set conference.

*For Submission of Bids*

**Step 1:** Scan the original copy of the Legal and Technical Requirements and save as PDF, after scanning the original copy of the Legal and Technical Requirements, place the scanned files in one folder with file name “Legal and Technical Documents” and compress the folder using WinRAR Extractor Application with file name “Folder 1 - Legal and Technical Documents”, assign a strong password on the compressed file.

**Step 2:** Scan the original copy of the Financial Requirements and save as PDF, after scanning the original copy of the Financial Requirements, place the scanned files in one folder with file name “Financial Requirements” and compress the folder using WinRAR Extractor Application with file name “Folder 2 - Financial Documents”, assign a strong password on the compressed file.

**Step 3:** After encrypting the Legal and Technical, and Financial Requirements, compress the two (2) encrypted files using WinRAR Extractor Application with file name “DSWD-FOIII Bidding No.\_\_\_\_ - (Name of Bidder)”, and assign a strong password.

In case of modification of bids by the bidder, the bidder shall use the file name for the main file “DSWD-FOIII ITB No.\_\_\_\_ - (Name of Bidder) - Final”

The original bid submitted shall not be retrieved but a modified bid shall be submitted to the BAC Secretariat official uploading site provided that it is equally secured by password, properly identified, and submitted on or before the set deadline. The bidder shall use the following file names:

Important: Passwords shall bear a unique combination for each folder. Same passwords for all folders are strictly not allowed. Please see attached ANNEX for your guidance.

**Step 4:** Submit/Upload your bids thru this link: <https://tinyurl.com/dswdfo3ebid> on or before the set deadline.

**Step 5:** After submission of your bids, wait for an acknowledgement of BAC via email for the confirmation of your submitted bids indicating the Date and Time of your submission. Print the confirmation sent by the BAC as proof of your submission and send it to the BAC Secretariat together with your proof of payment to receive the link for the Opening of Bids.

**IMPORTANT:** All bids submitted after the deadline will NOT be considered in the bid opening.

### **For Opening of Bids**

**Step 1:** Open the email and access the link provided by the Secretariat to enter in the video conference. Wait for the confirmation from the BAC Secretariat to enter the meeting room.

*[Failure to compress the Main Folder using WinRAR Extractor Application and/or place a password thereto as well as failure to set unique passwords for the Legal & Technical Folder and/or Financial folder will warrant the AUTOMATIC DISQUALIFICATION of such bidder];*

**Step 2:** When prompted, disclose in the chatbox the password to the password-protected RAR folder. The BAC Secretariat will prompt you to disclose the password for the document containing the Legal and Technical Requirements. If you are present, the BAC Secretariat will ask in the chatbox of the Google Meet video conferencing room for the corresponding password during the bid opening itself.

**Step 3:** Should the Legal and Technical requirements be declared as "PASSED", you will be prompted to disclose the password for the PDF document containing the Financial Requirements. You must respond promptly.

**IMPORTANT NOTE:** If you are not present in the online meeting in Google Meet, the Secretariat will send you an inquiry for such password via text message to your registered mobile number. You are given a **maximum of five (5) minutes to respond**.

Should you not respond with the password when prompted, the BAC shall move on to the next bid, if any. If there are no other bids to be considered, the Secretariat shall ask again via text message for the password, and you are given another five (5) minutes to respond. Should you fail to respond within the allotted time, your submitted bid will no longer be considered.

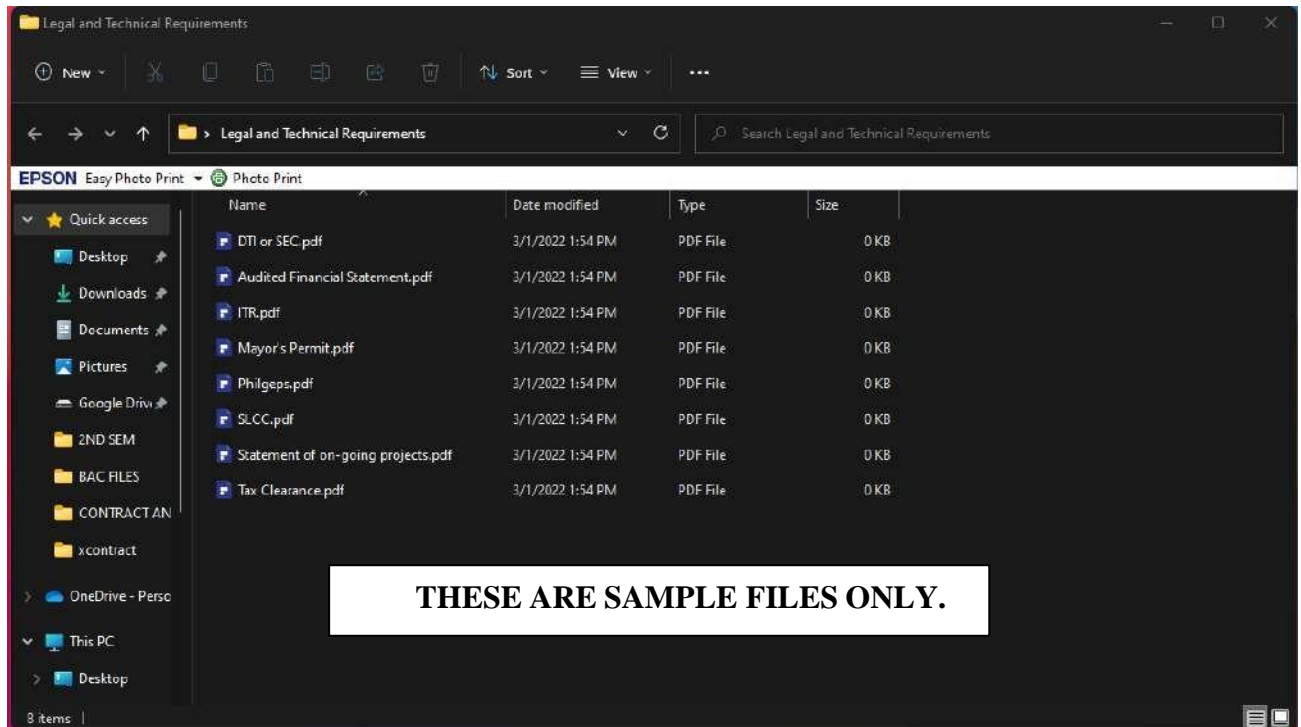
The participating bidder shall only have **three (3) attempts** to provide the correct password for each folder.

### **Compressing your Files into password-protected RAR**

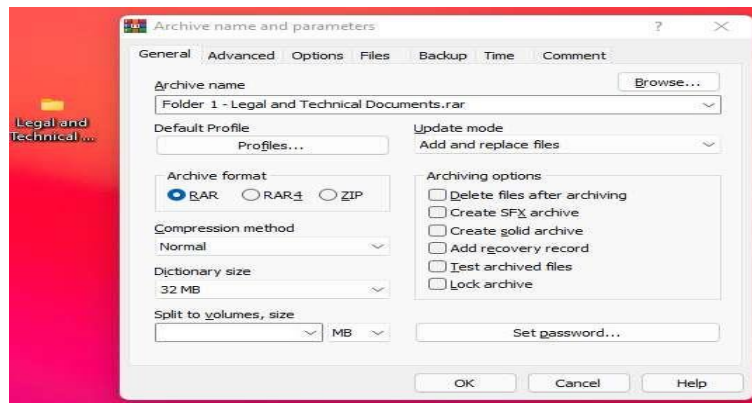
**format For Legal and Technical Requirements (based on the checklist)**



- Place the scanned files in one (1) folder with filename “**Legal and TechnicalRequirements**”



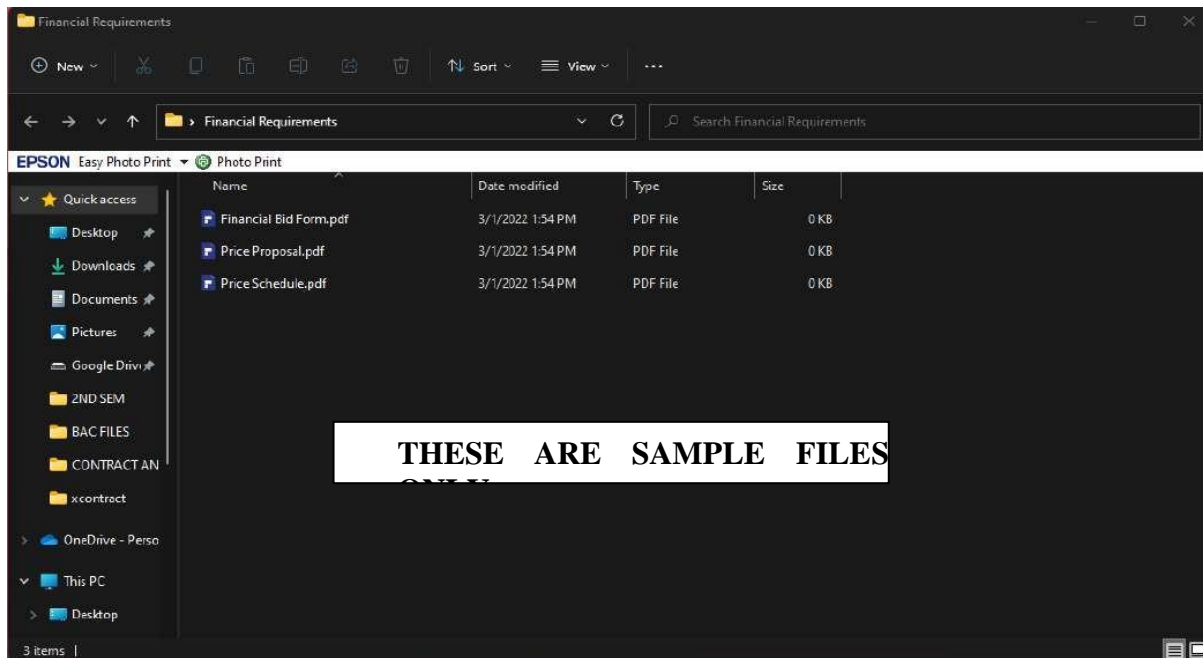
- Compress the folder using **WinRAR Extractor Application** with filename “**Folder 1 - Legal and Technical Documents**” and set a strong password



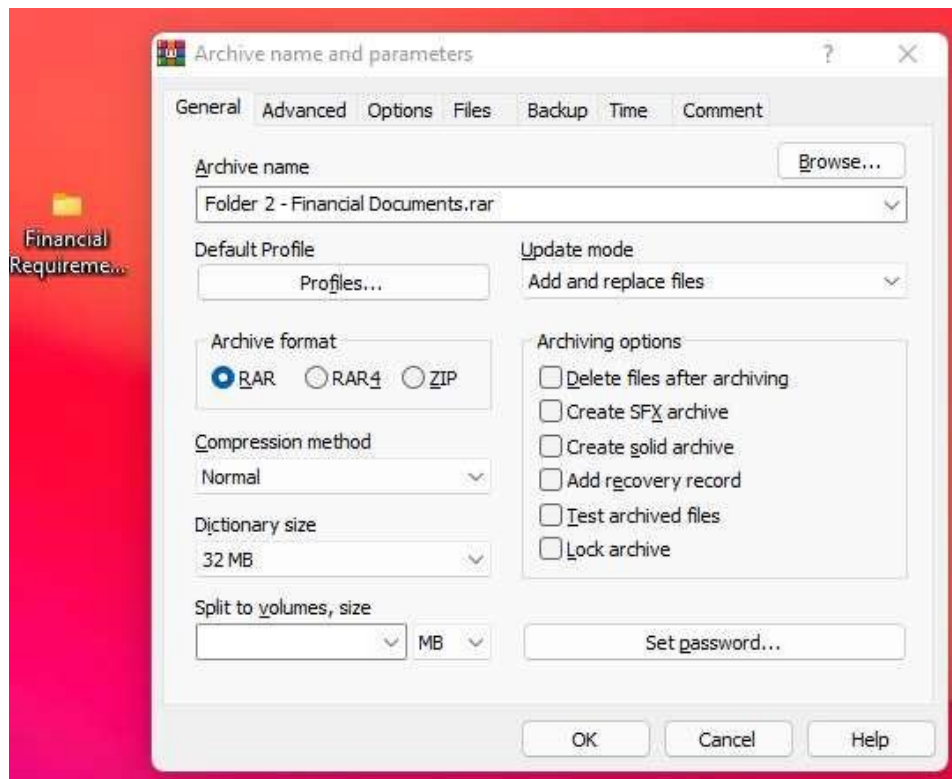


### For Financial Requirements (based on the checklist)

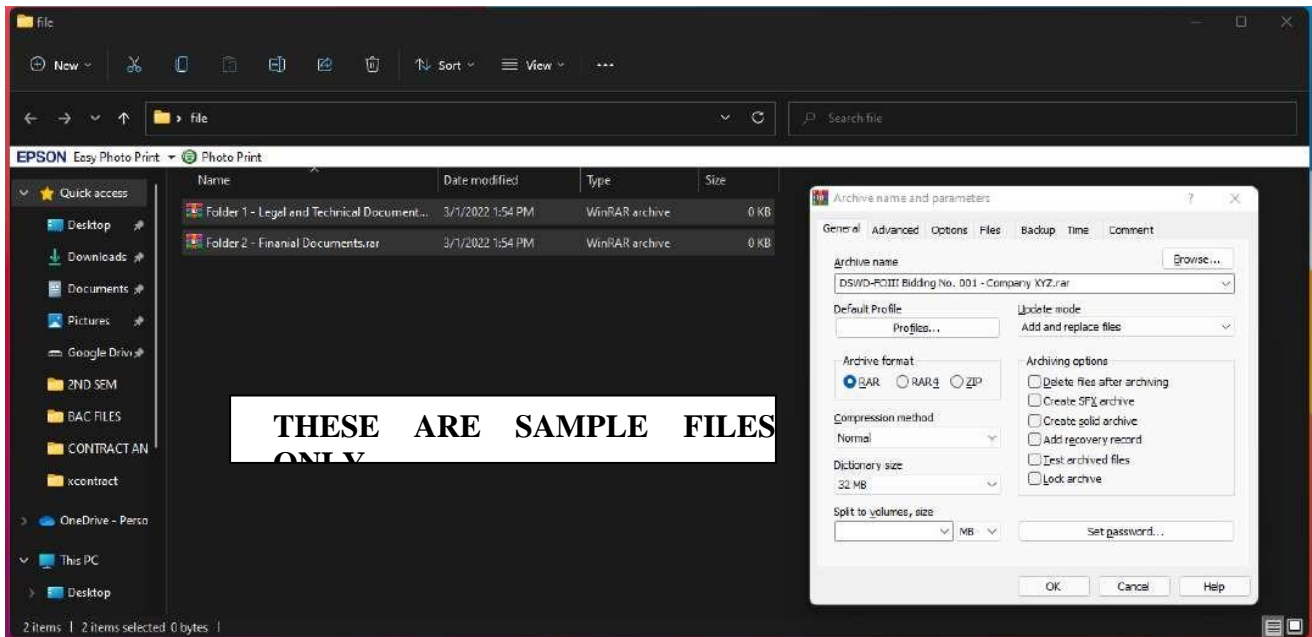
- Place the scanned files in one (1) folder with filename **“Financial Requirements”**



- Compress the folder using **WinRAR Extractor Application** with filename **“Folder 2 - Financial Documents”** and set a strong password



- After encrypting the **Legal and Technical, and Financial Requirements**, compress the two (2) password-protected RAR files using **WinRAR Extractor Application** with filename “**DSWD-FOIII ITB No.\_\_\_\_\_- (Name of Bidder)**”, and set a strong password



### Important:

- Passwords shall bear a unique combination for each file. Same passwords for any and all files are **strictly not allowed**. Please see attached **ANNEX** for your guidance.

**In case of modification of bids by the bidder**, the bidder shall use the file name for the main file

**“DSWD-FOIII ITB No.\_\_\_\_\_- (Name of Bidder) - Final”**

The original bid submitted shall not be retrieved but a modified bid shall be submitted to the BAC Secretariat official uploading site provided that it is equally secured by password, properly identified, and submitted on or before the set deadline.

## ***Section II. Instructions to Bidders***

### **Notes on the Instructions to Bidders**

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

## 1. Scope of Bid

The Procuring Entity, **DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE III** wishes to receive Bids for the “**SUPPLY AND DELIVERY OF SEMI-EXPENDABLE ICT EQUIPMENT-PRINTERS FOR THE USE OF DSWD FO III - PANTAWID PAMILYANG PILIPINO PROGRAM STAFF.**” with identification number **ITB NO. GOP/DSWD3-2023-10-002.**

The Procurement Project referred to herein as Project: “**SUPPLY AND DELIVERY OF SEMI-EXPENDABLE ICT EQUIPMENT-PRINTERS FOR THE USE OF DSWD FO III - PANTAWID PAMILYANG PILIPINO PROGRAM STAFF**”, the details of which are described in Section VII (Technical Specifications).

## 2. Funding Information

- 2.1. The GOP through the source of funding as indicated below in the amount of:  
**ONE MILLION ONE HUNDRED ELEVEN THOUSAND NINE HUNDRED FIFTY-FIVE PESOS (PHP1,111,955.00).**
- 2.2. The source of funding is:

NGA, the General Appropriations Act or Special Appropriations

## 3. Bidding Requirements

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

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

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

## 4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

## 5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

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.

## 6. Origin of Goods

There is no restriction on the origin of goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN, subject to Domestic Preference requirements under **ITB** Clause 18.

## 7. Subcontracts

- 7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that:

**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 through videoconferencing Google Meet 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 **the last ten (10) 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)**.  
  
**(Reference must be made to herewith attached Guidelines to Bidders in Adopting Electronic Submission of Bids)**
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB SHALL NOT BE ACCEPTED**.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

## **12. Bid Prices**

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
  - a. For Goods offered from within the Procuring Entity's country:

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

### **13. Bid and Payment Currencies**

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

## **14. Bid Security**

- 14.1. The Bidder shall submit a Bid Securing 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 **One Hundred Twenty (120) calendar days from the date of Opening of Bids**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

## **15. Sealing and Marking of Bids**

Each Bidder shall submit one 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.

**(Reference must be made to herewith attached Guidelines to Bidders in Adopting Electronic Submission of Bids)**

## **16. Deadline for Submission of Bids**

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

**(Reference must be made to herewith attached Guidelines to Bidders in Adopting Electronic Submission of Bids)**

## **17. Opening and Preliminary Examination of Bids**

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

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

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



## 18. Domestic Preference

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

## 19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:

One 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

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

## 21. Signing of the Contract

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



## ***Section III. Bid Data Sheet***

### **Notes on the Bid Data Sheet**

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

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

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

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

# Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> <li>a. <i>Supply and Delivery of Printers or any IT Equipment;</i></li> <li>b. completed within the last ten (10) years prior to the deadline for the submission and receipt of bids.</li> </ul>
7.1	<b>SUBCONTRACTING IS NOT ALLOWED</b>
12	The price of the Goods shall be quoted DDP and VAT inclusive for this Project.
14.1	<p>The bid security shall be in a form of a Bid Securing Declaration or any of the following forms and amounts of Bid Security:</p> <ul style="list-style-type: none"> <li>a. The amount of not less than two percent (2%) of the ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than five percent (5%) of the ABC, if bid security is in Surety Bond.</li> </ul>
19.3	The total Approved Budget for the Contract is <b>ONE MILLION ONE HUNDRED ELEVEN THOUSAND NINE HUNDRED FIFTY-FIVE PESOS (PHP1,111,955.00).</b>
20.2	Not Applicable
20.3	<p><b>CERTIFICATION OF AUTHENTICITY OF SUBMITTED DOCUMENTS</b></p> <p>Scanned copies of mere duplicate or photocopy of all documents supporting the bids must be duly certified as true copies thereof.</p> <p><b>USE OF PRESCRIBED FORMS &amp; TEMPLATES</b></p> <p>Format and Content of herewith attached Templates and Forms provided in this Bidding Documents <u>must be used</u>.</p> <p><b>Reference must be made to herewith attached Guidelines to Bidders in Adopting Electronic Submission of Bids</b></p> <p><b>For Submission of Bids</b></p> <p>Step 1: Scan the original copy of the Legal and Technical Requirements and save as PDF, after scanning the original copy of the Legal and Technical Requirements, place the scanned files in one folder with file name "Legal and Technical Documents" and compress the folder using WinRAR Extractor Application with file name "Folder 1 - Legal and Technical Documents", assign a password on the file.</p> <p>Step 2: Scan the original copy of the Financial Requirements and save as PDF, after scanning the original copy of the Financial Requirements, place the scanned files in one</p>

	<p>folder with file name “Financial Requirements” and compress the folder using WinRAR Extractor Application with file name “Folder 2 - Financial Documents”, assign a password on the file.</p> <p>Step 3: After encrypting the Legal and Technical, and Financial Requirements, compress the two (2) encrypted files using WinRAR Extractor Application with file name “DSWD-FOIII ITB No. - (Name of Bidder)”, and assign a strong password.</p> <p>In case of modification of bids by the bidder, the bidder shall use the file name for the main file “DSWD-FOIII ITB No. - (Name of Bidder) - Final”</p> <p>The original bid submitted shall not be retrieved but a modified bid shall be submitted to the BAC Secretariat official uploading site provided that it is equally secured by password, properly identified, and submitted on or before the set deadline. The bidder shall use the following file names:</p> <p>Important: Passwords shall bear a unique combination for each folder. Same passwords for any and all folders are strictly not allowed. Please see attached ANNEX for your guidance.</p> <p>Step 4: Submit/Upload your bids thru this link: <a href="https://tinyurl.com/dswdfo3ebid">https://tinyurl.com/dswdfo3ebid</a> on or before the set deadline.</p> <p>Step 5: After submission of your bids, wait for an acknowledgement of BAC via email for the confirmation of your submitted bids indicating the Date and Time of your submission. Print the confirmation sent by the BAC as proof of your submission and send it to the BAC Secretariat together with your proof of payment to receive the link for the Opening of Bids.</p> <p>IMPORTANT: All bids submitted after the deadline will NOT be considered in the bid opening.</p> <p><b>For Opening of Bids</b></p> <p>Step 1: Open the email and access the link provided by the Secretariat to enter in the video conference. Wait for the confirmation from the BAC Secretariat to enter the meeting room.</p> <p>Step 2: When prompted, disclose in the chatbox the password to the password- protected RAR folder. The BAC Secretariat will prompt you to disclose the password for the document containing the Legal and Technical Requirements. If you are present, the BAC Secretariat will ask in the chatbox of the Google Meet video conferencing room for the corresponding password during the bid opening itself.</p> <p>Step 3: Should the Legal and Technical requirements be declared as "PASSED", you will be prompted to disclose the password for the PDF document containing the Financial Requirements. You must respond promptly.</p> <p>IMPORTANT NOTE: If you are not present in the online meeting in Google Meet, the Secretariat will send you an inquiry for such password via text message to your registered mobile number. You are given a maximum of five (5) minutes to respond. Should you not respond with the password when prompted, the BAC shall move on to the next bid, if any. If there are no other bids to be considered, the Secretariat shall ask again via text message for the password, and you are given another five (5) minutes to respond. Should you fail to respond within the allotted time, your submitted bid will no</p>
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	longer be considered. The prospective bidder is only given three (3) attempts to provide the correct password.
21.2	<i>No further instructions</i>
	<p><b>Additional Documentary Requirements</b></p> <p><b>FOR SUBMISSION ON <u>OPENING OF BIDS</u></b></p> <ol style="list-style-type: none"> <li>1. Duly Signed Section VI. Schedule of Requirements;</li> <li>2. After Sales Policy and Warranty</li> <li>3. List of Manpower Requirements</li> <li>4. Brochure or any evidence with complete specifications, unaltered and clear photos of the Items to be offered with Product Label showing the brand model</li> <li>5. Supporting Documents for the STATEMENT OF THE BIDDER OF ALL ITS ONGOING GOVERNMENT AND PRIVATE CONTRACTS;</li> <li>6. Supporting Documents for the STATEMENT OF THE BIDDER OF ITS SINGLE LARGEST COMPLETED CONTRACT (SLCC).</li> <li>7. Any proof showing that the offered brand conforms with the Technical Requirements: <ol style="list-style-type: none"> <li>a. “Highlighted portion”; “specific page” of brochure or any official literature regarding the dimension; features; resolution; scan and print speed;</li> <li>b. ISO 9000 Certification of offered brand or “Energy Star Compliant” of offered brand;</li> <li>c. Availability of Service Centers at least within Central Luzon if not nationwide;</li> <li>d. Cost efficiency of offered brand by showing the “MAXIMUM PRINT OUTPUT (Black ink only) on a given loaded ink ; ESTIMATED COST OF INK or Suggested Retail Price (SRP) of Ink; COST PER PAGE using Black ink (Est Cost of Ink divided by Maximum Print Output”. (Equipment Depreciation Cost, Paper Cost and related expenses not to be included).</li> </ol> </li> </ol> <p><b>FOR SUBMISSION ON <u>POST QUALIFICATION</u></b></p> <ol style="list-style-type: none"> <li>1. The Supplier’s Audited Financial Statements for year 2022 and 2021 (in comparative form or separate form): <ul style="list-style-type: none"> <li>• Independent Auditor’s Report</li> <li>• Balance Sheet (Statement of Financial Position) and</li> </ul> </li> </ol>

	<ul style="list-style-type: none"> <li>• Income Statement (Statement of Comprehensive Income)</li> </ul> <p>Each of the above statements must have stamped “received” by the Bureau of Internal Revenue (BIR) or its duly accredited institutions.</p> <p>2. Letter of Commitment to Deliver and Install the Item/Good with Inclusions</p> <p>3. Actual Sample of Equipment offered at Opening of Bids;</p>
	<p><b>Downloadable Forms</b></p> <p>Please refer to link below for the appropriate forms to be used:</p> <p><a href="https://tinyurl.com/fo3bacsite">https://tinyurl.com/fo3bacsite</a></p>

## ***Section IV. General Conditions of Contract***

### **Notes on the General Conditions of Contract**

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

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

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



## 1. Scope of Contract

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

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

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

## 2. Advance Payment and Terms of Payment

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

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

## 3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184. *{[Include if Framework Agreement will be used:] In the case of Framework Agreement, the Bidder may opt to furnish the performance security or a Performance Securing Declaration as defined under the Guidelines on the Use of Framework Agreement.}*

## 4. Inspection and Tests

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

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

## **5. Warranty**

- 5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

## **6. Liability of the Supplier**

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

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

## ***Section V. Special Conditions of Contract***

### **Notes on the Special Conditions of Contract**

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

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

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

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

## Special Conditions of Contract

GCC Clause	
	<p><b>Delivery and Documents –</b></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 Diosdado Macapagal Government Center, Brgy. Maimpis, City of San Fernando, Pampanga. 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 <b>MR. EMERSON A. ANGELES</b> ITO I - ICTMS -PANTAWID</p> <p><b>Incidental Services –</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ul style="list-style-type: none"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</li> </ul>
	<ul style="list-style-type: none"> <li>e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</li> </ul>

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

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

#### **AVAILABILITY OF SPARE PARTS**

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 TWO (2) months of placing the order or as may be deemed appropriate by the Procuring Entity.

#### **WARRANTY AND AFTER SALES REQUIREMENTS**

Equipment furnished under this section shall be guaranteed against defective parts or workmanship under the terms of the manufacturer's and dealers' standard warranty for a period of two (2) years and shall cover full parts and labor.

Further, the supplier shall have a factory trained service representative to furnish all installations, test, and start-up supervision necessary for final approval and acceptance as well as perform maintenance and repairs on all

	<p>components as required.</p> <p>The Supplier shall submit a <u>notarized certification issued by the Manufacturer</u> and its authorized dealer to guarantee the units within the period of two (2) years and shall cover full parts and labor.</p>
	<p><b>STANDARD OF WORKMANSHIP, MATERIALS AND PERFORMANCE</b></p> <p>Equipment and accessories to be supplied must be brand new and free from defects and must be in accordance with the abovementioned specifications and to be delivered in DSWD Field Office III, Diosdado Macapagal Government Center, Maimpis, City of San Fernando, Pampanga.</p>
17.3	<p><b>RETENTION MONEY</b></p> <p>In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided for under Section 62 of the 2016 Revised IRR of Republic Act No. 9184.</p> <p>The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to at least one (1) percent of every progress payment, or a special bank guarantee equivalent to at least one (1) percent of the total Contract Price. The said amounts shall only be released after the lapse of the warranty period.</p> <p>In addition, warranty services shall likewise include Technical Support Services as defined under Section VII, Technical Specifications. All warranty obligations shall commence upon Completion and Final Acceptance of the Project.</p>
	<p><b>Packaging –</b></p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity</p>

	Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p><b>Transportation –</b></p> <p>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.</p> <p>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.</p>
	<p>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.</p> <p>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.</p> <p><b>Intellectual Property Rights –</b></p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>

	<p><b>Regular and Recurring Services –</b></p> <p><i>[In case of contracts for regular and recurring services, state:]</i> “The contract for regular and recurring services shall be subject to a renewal whereby the performance evaluation of the service provider shall be conducted in accordance with Section VII. Technical specifications.”</p>
2.2	Not applicable
4	The inspections and tests that will be conducted are: actual use and durability test; verification of authenticity through any proof of purchase or certification from the Manufacturer or Accredited Distributor.
	<p><b>LIQUIDATED DAMAGES</b></p> <p>In accordance with Section 68 of the 2016 Revised IRR of Republic Act No. 9184, liquidated damages which shall be payable by the contractor in case of breach thereof shall be as follows:</p> <p>For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at <u>least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay.</u></p> <p>Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances.</p>
26.1	Non-compliance by the bidder and its implementation partner/s with the provisions of Republic Act No. 10173, known as the “Data Privacy Act of 2012” and its Implementing Rules and Regulations is also considered as “Unlawful Act”.
	<p><b>RESPONSIBILITY OF DSWD FO III DURING CONTRACT IMPLEMENTATION</b></p> <p>DSWD authorized representative shall approve the Contractor’s submissions (brochure of the equipment to be supplied including all its accessories, shop drawings for its installation and a list of materials with description and specifications) to be used in the project within seven (7) calendar days after issuance of Notice to Proceed. All equipment, materials and other components installed without prior approval of DSWD shall be at the risk of rejection.</p> <p>In the implementation of work, DSWD or its representative shall not be responsible for any accident such as death, injuries and diseases received by the contractor or any of its employee or laborers. Likewise, the DSWD shall not be responsible for any loss or damage of materials, tools, equipment delivered on the job site. Damages on the DSWD properties and equipment caused by the Supplier shall be replaced/repared at its own expense to the satisfaction of the DSWD. In the event of failure of repair and or replacement of the same, DSWD shall deduct the cost of such repairs from the payment due</p>



	to the Supplier.
	<p><b>OTHER REQUIREMENTS</b></p> <p>The bidder must be of good standing and has at least satisfactory performance with respect to its ongoing and latest completed project with DSWD (Central Office and Field Offices.)</p> <p>(<i>Note:</i> This is applicable only to the prospective bidder with previous project/s or contract/s with DSWD which was/were: (i) awarded through Public Bidding, Limited Source Bidding or Negotiated Procurement-Two Failed Biddings; and (ii) entered into within the past three (3) years prior to the date of bid submission. For evaluation/verification purposes, the eligible bidder may be asked to provide additional information regarding its statement prior or during the post-qualification</p>

## *Section VI. Schedule of Requirements*

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

Lot	Description	Quantity	Unit	Delivered, Weeks/Months
1	<b>ALL-IN-ONE ECO INK TANK PRINTER with ADF</b>	65	piece	Within <b>THIRTY (30)</b> calendar days from issuance of Notice to Proceed
	<p>Cost Efficient Printer Function: Print, Scan, and Copy</p> <p><b>Printing</b> Maximum Resolution: ≥ 5760 x 1440 dpi</p> <p><b>Print Speed</b> Draft Text – Memo, A4 (Black / Color): ≥ 33 ppm / 15 ppm</p> <p>First Page Out Time (Black / Color): ≤ 10 sec / 16 sec</p> <p><b>Copying</b> Copy Speed A4 (Black / Color): ≥ 7.7 ipm / 3.8 ipm</p> <p>Maximum Copies from Standalone: ≥ 90 copies</p> <p>Maximum Copy Resolution: ≥ 600 x 600 dpi</p> <p>Maximum Copy Size: ≥ Legal</p> <p><b>Scanning</b> Scanner Type: Flatbed Color image scanner</p> <p>Optical Resolution: ≥ 1200 x 2400 dpi</p> <p>Scanner Bit Depth: ≥ 48 bit Input/24-bit Output</p> <p><b>Scan Speed</b> Monochrome: ≤ 12 sec</p> <p>Color: ≤ 29 sec</p> <p>File Format Supported: PDF, TIFF, JPEG</p> <p>Consumables</p> <p>Black Ink Bottle: 4,500</p> <p>Cyan Ink Bottle, Magenta Ink Bottle, Yellow Ink Bottle: 7,500 (Composite Yield)</p> <p><b>PC Connectivity</b> USB: USB 2.0</p> <p>Network: Wi-Fi, Wi-Fi Direct</p>			

	<b>Warranty:</b>  1-year Hardware Warranty  For reported hardware replacement, the Service Provider shall be the one to pull out the unit.  To protect DSWD from unreliable and unproven products the following is required:  Manufacturer of the proposed brand should be ISO 9000 certified or better Proposed BRAND should be Energy Star Compliant; Manufacturer's Proposed Brand must be capable of supporting Nationwide or more accredited Service Centers in Luzon; Cost efficient in terms of print output and cost of purchase of ink;  Delivery Period: 45 Calendar Days			
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PLACE OF DELIVERY: DSWD FO III, DMGC, City of San Fernando, Pampanga  
OTHER ITEMS : COMPLETE DELIVERY

#### **REMINDER TO AVOID SUSPENSION/BLACKLISTING**

All items must be delivered as prescribed in the Technical Specifications.

DSWD FO III strictly adopts a **"NO MODIFICATION - NO DELIVERY EXTENSION POLICY"** in the delivery of items/goods.

*Conforme:*

Name of Bidder : \_\_\_\_\_

\_\_\_\_\_

Signature of Bidder or Authorized Representative Name and Designation

Date : \_\_\_\_\_

\*\*\* This document must be attached to the Technical Component Envelope \*\*\*

## ***Section VII. Technical Specifications***

### **Notes for Preparing the Technical Specifications**

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

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

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

#### **Sample Clause: Equivalency of Standards and Codes**

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

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

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

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

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

# Technical Specifications

**TO THE BIDDER:** Indicate **“COMPLY”** If Bidder’s Statement of Compliance meets the technical specifications and project requirement.

**IMPORTANT NOTE:** Do not leave any blank. A **“YES or NO”** entry will not be accepted. Failure to conform will result to in a rating of **“FAILED”**.

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

<i>LOT</i>	<i>QUANTITY</i>	<i>UNIT</i>	<i>TECHNICAL SPECIFICATIONS</i>	<i>Statement of Compliance</i>
1	65	PIECE	<b>ALL-IN-ONE ECO INK TANK PRINTER with ADF</b>  <b>ECO/Cost Efficient</b> Function: Print, Scan, and Copy	1. State here either “ <b>Comply</b> ” or “ <b>Not Comply</b> ”; 2. Indicate the BRAND NAME of the Offer[ 3. Attach a clear photo of the Offer.
			Printing  Maximum Resolution: ≥ 5760 x 1440 dpi	State here either “ <b>Comply</b> ” or “ <b>Not Comply</b> ”: Write the following: 1. <b>Specifications</b> and support it with corresponding <u>Evidence</u> : 2. Indicate here the <u>Exact Page in The Brochure / Evidence Showing the Specification of the Product offered.</u>
			Print Speed  Draft Text – Memo, A4 (Black / Color): ≥ 33 ppm / 15 ppm  First Page Out Time (Black / Color): ≤ 10 sec / 16 sec	State here either “ <b>Comply</b> ” or “ <b>Not Comply</b> ”: Write the following: 1. <b>Specifications</b> and support it with corresponding <u>Evidence</u> : 2. Indicate here the <u>Exact Page in The Brochure / Evidence Showing the Specification of the Product offered.</u>
			Copying  Copy Speed A4 (Black / Color): ≥ 7.7 ipm / 3.8 ipm  Maximum Copies from Standalone: ≥ 90 copies  Maximum Copy Resolution: ≥ 600 x 600 dpi  Maximum Copy Size: ≥ Legal	State here either “ <b>Comply</b> ” or “ <b>Not Comply</b> ”: Write the following: 1. <b>Specifications</b> and support it with corresponding <u>Evidence</u> : 2. Indicate here the <u>Exact Page in The Brochure / Evidence Showing the Specification of the Product offered.</u>
			Scanning  Scanner Type: Flatbed Color image scanner  Optical Resolution: ≥ 1200 x 2400 dpi  Scanner Bit Depth: ≥ 48 bit Input/24-bit Output	State here either “ <b>Comply</b> ” or “ <b>Not Comply</b> ”: Write the following: 1. <b>Specifications</b> and support it with corresponding <u>Evidence</u> : 2. Indicate here the <u>Exact Page in The Brochure / Evidence Showing the Specification of the Product offered.</u>

			<p>Scan Speed Monochrome: ≤12 sec</p> <p>Color: ≤ 29 sec</p> <p>File Format Supported: PDF, TIFF, JPEG</p>	
			<p>Black Ink Bottle: 4,500</p> <p>Cyan Ink Bottle, Magenta Ink Bottle, Yellow Ink Bottle: 7,500 (Composite Yield)</p>	<p>State here either <b>"Comply"</b> or <b>"Not Comply"</b>:</p> <p>Write the following:</p> <ol style="list-style-type: none"> <li>1. <b>Specifications</b> and support it with corresponding <u>Evidence</u>:</li> <li>2. <b>Indicate here the Exact Page in The Brochure / Evidence Showing the Specification of the Product offered.</b></li> </ol>
			<p>PC Connectivity</p> <p>USB: USB 2.0</p> <p>Network: Wi-Fi, Wi-Fi Direct</p>	<p>State here either <b>"Comply"</b> or <b>"Not Comply"</b>:</p> <p>Write the following:</p> <ol style="list-style-type: none"> <li>1. <b>Specifications</b> and support it with corresponding <u>Evidence</u>:</li> <li>2. <b>Indicate here the Exact Page in The Brochure / Evidence Showing the Specification of the Product offered.</b></li> </ol>
			<p>Warranty:</p> <p>a.) 1-year Hardware Warranty</p> <p>b.) For reported hardware replacement, the Service Provider shall be the one to pull out the unit</p>	<p>State here either <b>"Comply"</b> or <b>"Not Comply"</b>:</p> <p>Write the following:</p> <ol style="list-style-type: none"> <li>1. <b>Specifications</b> and support it with corresponding <u>Evidence</u>:</li> <li>2. Certificate of Warranty</li> <li>3. After Sales Service Certificate</li> </ol>
			<p>Manufacturer of the proposed brand should be ISO 9000 certified or</p> <p>Proposed BRAND should be Energy Star Compliant</p>	<p>State here either <b>"Comply"</b> or <b>"Not Comply"</b>:</p> <p>Write :</p> <ol style="list-style-type: none"> <li>1. <b>Specifications</b> and</li> <li>2. Support it with corresponding <u>Evidence</u>: Certificate; Photo of Equipment Packaging ISO 9000 Certification Mark or Energy Star Compliant Sticker/Mark.</li> </ol>
			<p>Manufacturer's Proposed Brand must be capable of supporting Nationwide or more accredited Service Centers in Luzon</p>	<p>State here either <b>"Comply"</b> or <b>"Not Comply"</b>:</p> <p>Attach the proof of Official List of Service Centers nationwide or at least in Luzon</p>
			<p>Cost Efficient (Economical Use of Ink)</p>	<p>State here either <b>"Comply"</b> or <b>"Not Comply"</b>:</p> <p>Indicate the following:</p> <ol style="list-style-type: none"> <li>1. <b>MAXIMUM PRINT OUTPUT</b> (Black ink only) on a given loaded ink;</li> <li>2. <b>STANDARD COST OF INK</b> (Estimated Market Price);</li> </ol>



				3. <b>PRINTING COST PER PAGE</b> using Black ink (EST. MARKET PRICE OF INK / MAXIMUM PRINT OUTPUT)
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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 (i.e. **brochure; unaltered and CLEAR photos of all sides of the label showing the brand, model and description**), 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.**

**NOTE:** Kindly submit CLEAR PHOTOS (SIZE: At least 6” x 6”) of the ITEM offered. ONE (1) CLEAR PHOTO of the Front Portion with readable BRAND visibility and BACK PART with readable ITEM DESCRIPTION / SPECIFICATION as distributed by the manufacturer.

**Signature of Bidder or Authorized Representative**

\_\_\_\_\_  
**Name and Designation**

\*\*\* This document must be attached to the Technical Component Envelope\*\*\*

## ***Section VIII. Checklist of Technical and Financial Documents***

### **Notes on the Checklist of Technical and Financial Documents**

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

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

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

# Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE

### *Class “A” Documents*

#### Legal Documents

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

#### Technical Documents

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

#### Financial Documents

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

### *Class “B” Documents*

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

## II. FINANCIAL COMPONENT ENVELOPE

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

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

- ☐ (k) [For foreign bidders claiming by reason of their country’s extension of reciprocal rights to Filipinos] Certification from the relevant government

office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.

- ☐ (1) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

## ***Section IX. Bidding Forms***

## APPENDIX “1”

**[PROJECT TITLE]**  
*[shall be submitted with the Bid]*

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**BID FORM**

Date : \_\_\_\_\_  
Project Identification No. : \_\_\_\_\_

To: **DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE III**  
**Diosdado Macapagal Government Center,**  
**City of San Fernando, Pampanga**

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 of agent	Amount and Purpose of Commission or gratuity
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(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: \_\_\_\_\_

**For Goods Offered from Within the Philippines**

Name of Bidder: \_\_\_\_\_ Project ID No. \_\_\_\_\_ Page \_\_\_\_ of \_\_\_\_

[illegible]

Name: \_\_\_\_\_

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_



# ***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: \_\_\_\_\_

## Omnibus Sworn Statement

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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]*

## **Bid Securing Declaration Form**

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

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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]*

## Certification from Insurance Commission

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NOTE: Use this template for the required “Certification from the Insurance Commission”, which shall accompany surety bonds issued for purposes of Bid Security and Performance Security.

### [Insurance Commission Letterhead]

#### CERTIFICATION

This is to certify that [insert Name of Insurance Company] is an authorized insurance company and licensed to transact general insurance business in the Philippines for such lines as Fire, Marine, Casualty and Surety under [insert Certificate of Authority Number] effective [insert date of period of effectivity], unless sooner revoked or suspended for cause.

It is certified, moreover, that [insert Name of Insurance Company] is likewise authorized under Administrative Order No. 30 to underwrite and issue Performance Bonds, Bidder’s Bonds, and Surety Bonds, callable on demand in favor of the various agencies and instrumentalities of the government pursuant to the Revised Implementing Rules of RA.9184.

It is further certified that [insert Name of Insurance Company] issued a surety bond under [insert Bond No.] to [insert Name of Service Provider or Supplier] in favor of **Department of Social Welfare and Development** in the amount of [insert amount] for the [insert Name of the Project].

This certification is issued upon the request of [insert Name of the Authorized Representative] of [insert Name of Insurance Company], pursuant to Section 39.2( c ) of the Revised Implementing Rules and Regulations of RA9184.

Issued on the [insert date] in [insert Place].

For the Insurance Commissioner

[insert name of Authorized Representative]

[insert Position and Office]

Paid under [insert Official Receipt No.]

<p><b>PLEASE USE THIS PRESCRIBED FORMAT IN THIS BID FORM</b></p>
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*Bidder's Company Letterhead)*  
**[PROJECT TITLE]**

**Approved Budget for the Contract (ABC): [ABC here]**

**CERTIFICATE OF NET FINANCIAL CONTRACTING CAPACITY (NFCC)**

(Please show figures at how you arrived at the NFCC)

This is to certify that our **Net Financial Contracting Capacity (NFCC)** is

\_\_\_\_\_ (Php \_\_\_\_\_) which is at least equal to the total ceiling price we are bidding. The amount is computed as follows:

<b>CA</b>	<b>=</b>	<b>Current Assets</b>	<b>P</b>
<b>Less:</b>			<b>-</b>
<b>CL</b>	<b>=</b>	<b>Current Liabilities</b>	<b>P</b>
<b>Sub-Total 1</b>			<b>P</b>
			<b>X 15</b>
<b>Sub-Total 2</b>			<b>P</b>
<b>Less:</b>			<b>-</b>
<b>C</b>	<b>=</b>	Value of all outstanding or uncompleted portions of the projects under on-going contracts, including awarded contracts yet to be started coinciding with the contract for this Project	<b>P</b>
		<b>NFCC</b>	<b>P</b>

Issued this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Signature of Bidder or Authorized Representative

\_\_\_\_\_  
Name and Designation

\*\*\* This document must be attached to the Technical Component Envelope \*\*\*

1. The phrase "value of the bidder's current assets and current liabilities" shall be based on the data submitted to the BIR, which refers to the values of the current assets and current liabilities reflected in the Audited Financial Statements.
2. The value of all outstanding or uncompleted contracts refers to those listed in Annex II.
3. The detailed computation must be shown using the formula provided above.
4. The NFCC computation must be at least equal to the ABC of the project

**On-Going Government and Private Contracts, Including Contracts  
Awarded but Not Yet Started, Whether Similar or Not Similar in Nature  
and Complexity to the Contract to be Bid**

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

**A. Government**

Nature of Contract (Project Title)	a. Owner's Name	Project Cost	Bidder's Role		a. Date Awarded	% of Accomplishment		Value of Outstanding Works (Undelivered Portion)
	b. Address				b. Date Started			
	c. Contact Nos.		Description	%	c. Target Date of Completion	Planned	Actual	
1.	a.				a.			
	b.				b.			
	c.				c.			
2.	a.				a.			
	b.				b.			
	c.				c.			

**B. Private**

Nature of Contract (Project Title)	a. Owner's Name	Project Cost	Bidder's Role		a. Date Awarded	% of Accomplishment		Value of Outstanding Works (Undelivered Portion)
	b. Address				b. Date Started			
	c. Contact Nos.		Description	%	c. Target Date of Completion	Planned	Actual	
1.	a.				a.			

	b.				b.			
	c.				c.			
2.	a.				a.			
	b.				b.			
	c.				c.			

Note: The following documents must be attached to support this statement; and its original copy of documents must be available upon request of the Bids and Award Committee (BAC) or designated Technical Working Group (TWG) during Post-Qualification:

(a) **Notice of Award**, (b) **Contract or Purchase Order** (c) **Notice to Proceed**  
as may be applicable.

Name of Bidder: \_\_\_\_\_

Name of Authorized Representative: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Date: \_\_\_\_\_

<p><b>PLEASE USE THIS PRESCRIBED FORMAT IN THIS BID FORM</b></p>
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**Statement of Single Largest Completed Contract of Similar Nature  
Within the Last Ten (10) Years Prior to the Date of Submission and  
Receipt of Bids, equivalent to at least fifty percent (50%)  
of the ABC of this project.**

Business Name: \_\_\_\_\_ Business Address: \_\_\_\_\_

Nature of Contract (Project Title)	a. Owner's Name	Project Cost	Bidder's Role		a. Date Awarded
	b. Address				b. Date Started
	c. Contact Nos.		Description	%	c. Date Completed
	a.				a.
	b.				b.
	c.				c.

Note: The following documents must be attached to support this statement and its original copy of documents must be available upon request of the Bids and Award Committee (BAC) or designated Technical Working Group (TWG) during Post-Qualification:

- (a) Official Receipt(s) or Sales Invoice;
- (b) **User's Certificate of Completion with at least Satisfactory Rating** or any duly issued certificate showing a minimum satisfactory performance of the bidder.

Name of Bidder: \_\_\_\_\_

Name of Authorized Representative: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Date: \_\_\_\_\_

**PLEASE USE THIS PRESCRIBED FORMAT  
IN THIS BID FORM**

*The Bidder must have completed, within the period specified in the Invitation to Bid and ITB Clause 12.1(a)(ii), a single contract that is similar to the project to be bid, equivalent to a percentage (%) of the ABC specified in ITB Clause 5.4.*

