

**SUPPLY AND DELIVERY OF THREE (3) BRAND NEW
UNITS OF SMART LAB AND VARIOUS ICT EQUIPMENT
FOR THE STRATEGIC RESEARCH AND DEVELOPMENT
SERVICE DIVISION LABORATORY PROJECT**

Bid Reference No.: DICTBAC-2016-09-009

Approved Budget for the Contract: PhP2,471,845.00

**DEPARTMENT OF INFORMATION AND COMMUNICATIONS
TECHNOLOGY
BIDS AND AWARDS COMMITTEE**

SEPTEMBER 2016

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Section I. Invitation to Bid

INVITATION TO BID

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1. The **DEPARTMENT OF INFORMATION AND COMMUNICATIONS TECHNOLOGY (DICT)**, through **2016 General Appropriations**, intends to apply the sum of **Two Million Four Hundred Seventy One Thousand Eight Hundred Forty Five Pesos (PhP2,471,845.00)** being the Approved Budget for the Contract (ABC) for the **Supply and Delivery of Three (3) Brand New Units of Smart Lab and Various ICT Equipment for the Strategic Research and Development Service Division (SRDSD) Laboratory Project**.

Lot No.	Description	Qty	Total ABC P (VAT Inclusive)	Bid Security*: Bid Securing Declaration OR Cashier's / Manager's Check equivalent to at least 2% of the ABC (P)	Cost/Price of Bid Documents (cash Payment only) (P)
1	Supply and Delivery of Three (3) Units of Smart Lab (All-In-One Equipment) for the SRDSD Laboratory Project	1 Lot	1,396,845.00	27,936.90	2,000.00
2	Supply and Delivery of ICT Equipment for the SRDSD Laboratory Project	1 lot	1,075,000.00	21,500.00	2,000.00
TOTAL ABC			2,471,845.00	49,439.90	4,000.00

***Separate Bid Security for each lot being bid**

2. Bids exceeding the stated amount of ABC shall automatically be rejected at the bid opening. Late bids shall not be accepted.
3. The DICT now invites bids from authorized Philippine suppliers, distributors, and dealers for the **Supply and Delivery of Three (3) Brand New Units**

of Smart Lab and Various ICT Equipment for SRDSD Laboratory Project.

4. Delivery Period:

Lot No.	Description	Delivery Place	Delivery Period
1	Supply and Delivery of Three (3) Units of Smart Lab (All-In-One Equipment) for the SRDSD Laboratory Project	DICT Building, C.P. Garcia Avenue, Diliman, QC	Fifty (50) calendar days from receipt of Notice to Proceed
2	Supply and Delivery of ICT Equipment for the SRDSD Laboratory Project		Thirty Five (35) calendar days from receipt of Notice to Proceed

5. A prospective Bidder should have completed within the last five (5) years from the date of submission and receipt of bids at least one (1) single contract of similar nature amounting to at least fifty percent (50%) of the ABC.

For this project, "similar in nature" shall mean:

Lot No.	Description	Similar in Nature Definition
1	Supply and Delivery of Three (3) Units of Smart Lab (All-In-One Equipment) for the SRDSD Laboratory Project	Electronic Test and Measurement Equipment
2	Supply and Delivery of ICT Equipment for the SRDSD Laboratory Project	ICT Equipment

6. Open competitive bidding procedures will be conducted using a non-discretionary "pass/fail" criterion as specified in the Revised Implementing Rules and Regulations (IRR) of Republic Act (R.A.) 9184, otherwise known as the "Government Procurement Reform Act". All particulars relative to this bidding including Eligibility Checking, Bid Security, Evaluation, and Post-Qualification. Procedures and Award of Contract shall be governed by R.A.9184 and its Revised IRR.
7. The Invitation to Bid and Bidding Documents may be downloaded from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and DICT website (dict.gov.ph).
8. The complete set of Bidding Documents may be acquired by interested bidders upon payment of a nonrefundable fee as indicated above. The

Bidding Documents shall be received personally by the prospective Bidder or his duly authorized representative upon presentation of proper document.

For purposes of having a legal personality to raise or submit written queries or clarifications in the Pre-Bid Conference relative to this bid project, Bidder must first pay the nonrefundable fee for the Bidding Documents on or before the date of the Pre-Bid Conference.

For the Pre-Bid Conference, bidders are encouraged to send their authorized technical representatives or personnel who are familiar with the bid requirements and will prepare the documents for the bidder.

9. The Schedule of Bidding Activities shall be as follows:

ACTIVITIES	TIME	VENUE
Sale and Issuance of Bid Documents	From 9 September 2016, 9AM to 3 October 2016, 12 Noon	Bids and Awards Committee Secretariat Office, Lower Ground Floor, DICT Building, C.P. Garcia Avenue, Diliman, Quezon City
Pre-Bid Conference	19 September 2016 10AM	Room 305, DICT Building, C.P. Garcia Avenue, Diliman, Quezon City
Submission of Bids	3 October 2016 12 Noon	Lobby, DICT Building, C.P. Garcia Avenue, Diliman, Quezon City
Opening of Bids	3 October 2016 1PM	Room 305, DICT Building, C.P. Garcia Avenue, Diliman, Quezon City

10. Interested bidders may obtain further information from the BAC Secretariat c/o Rosa Pilipinas M. Mendoza at the DICT Building, C.P. Garcia Avenue, Diliman, Quezon City, from 8:00 AM to 5:00 PM only, Mondays to Fridays starting **9 September 2016** at telephone number 928-6071. However, any queries relative to the contents of the bid documents and the project requirements can only be made by suppliers who purchased the bid documents not later than ten (10) calendar days prior to the Submission and Opening of Bids.

11. The DICT reserves the right to waive any formality in the responses to the eligibility requirements and to this invitation. The DICT further reserves the right to accept or reject any Bid, to annul the bidding process, and to reject all Bids at any time prior to contract award, and makes no assurance that contract shall be entered into as a result of this invitation, without thereby incurring any liability to the affected Bidder/s.

12. For further information, please refer to:

Rosa Pilipinas M. Mendoza

Head Secretariat, DICT Bids and Awards Committee
Department of Information and Communications Technology
Carlos P. Garcia Avenue, Diliman, Quezon City
TeleFax No.: 9286071
Email Address: DICTBAC@dict.gov.ph
Website: www.dict.gov.ph

NESTOR S. BONGATO

Chairperson, DICT Bids and Awards Committee

Section II.

Instruction to Bidders

A. General

1. Scope of Bid

- 1.1. The procuring entity named in the **BDS** (hereinafter referred to as the "Procuring Entity") wishes to receive bids for supply and delivery of the goods as described in Section VII. Technical Specifications (hereinafter referred to as the "Goods").
- 1.2. The name, identification, and number of lots specific to this bidding are provided in the **BDS**. The contracting strategy and basis of evaluation of lots is described in ITB Clause 28.

2. Source of Funds

The Procuring Entity has a budget or has applied for or received funds from the Funding Source named in the **BDS**, and in the amount indicated in the **BDS**. It intends to apply part of the funds received for the Project, as defined in the **BDS**, to cover eligible payments under the contract.

3. Corrupt, Fraudulent, Collusive, and Coercive Practices

- 3.1. Unless otherwise specified in the **BDS**, 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. In pursuance of this policy, the Procuring Entity:
 - (a) defines, for purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in RA 3019.

- (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.
- (iii) "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.
- (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
- (v) "obstructive practice" is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or
 - (bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.

- (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.
- 3.2. Further, the Procuring Entity will seek to impose the maximum civil, administrative, and/or criminal penalties available under applicable laws on individuals and organizations deemed to be involved in any of the practices mentioned in ITB Clause 3.1.(a).
- 3.3. Furthermore, the Funding Source and the Procuring Entity reserve the right to inspect and audit records and accounts of a bidder or supplier in the bidding for and performance of a contract themselves or through independent auditors as reflected in the GCC Clause **38**.

4. Conflict of Interest

- 4.1. All Bidders found to have conflicting interests shall be disqualified to participate in the procurement at hand, without prejudice to the imposition of appropriate administrative, civil, and criminal sanctions. A Bidder may be considered to have conflicting interests with another Bidder in any of the events described in paragraphs (a) through (c) below and a general conflict of interest in any of the circumstances set out in paragraphs (d) through (f) below:
 - (a) A Bidder has controlling shareholders in common with another Bidder;
 - (b) A Bidder receives or has received any direct or indirect subsidy from any other Bidder;
 - (c) A Bidder has the same legal representative as that of another Bidder for purposes of this bid;
 - (d) A Bidder has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder or influence the decisions of the Procuring Entity regarding this bidding process. This will include a firm or an organization who lends, or temporarily seconds, its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or

implementation of the project if the personnel would be involved in any capacity on the same project;

- (e) A Bidder submits more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid; or
 - (f) A Bidder who participated as a consultant in the preparation of the design or technical specifications of the Goods and related services that are the subject of the bid.
- 4.2. In accordance with Section 47 of the IRR of RA 9184, all Bidding Documents shall be accompanied by a sworn affidavit of the Bidder that it is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), members of the Technical Working Group (TWG), members of the BAC Secretariat, the head of the Project Management Office (PMO) or the end-user unit, and the project consultants, by consanguinity or affinity up to the third civil degree. On the part of the Bidder, this Clause shall apply to the following persons:
- (a) If the Bidder is an individual or a sole proprietorship, to the Bidder himself;
 - (b) If the Bidder is a partnership, to all its officers and members;
 - (c) If the Bidder is a corporation, to all its officers, directors, and controlling stockholders; and
 - (d) If the Bidder is a joint venture (JV), the provisions of items (a), (b), or (c) of this Clause shall correspondingly apply to each of the members of the said JV, as may be appropriate.

Relationship of the nature described above or failure to comply with this Clause will result in the automatic disqualification of a Bidder.

5. Eligible Bidders

- 5.1. Unless otherwise provided in the **BDS**, the following persons shall be eligible to participate in this bidding:
- (a) Duly licensed Filipino citizens/sole proprietorships;

- (b) Partnerships duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines;
 - (c) Corporations duly organized under the laws of the Philippines, and of which at least sixty percent (60%) of the outstanding capital stock belongs to citizens of the Philippines;
 - (d) Cooperatives duly organized under the laws of the Philippines, and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines; and
 - (e) Unless otherwise provided in the **BDS**, persons/entities forming themselves into a JV, *i.e.*, a group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, that Filipino ownership or interest of the joint venture concerned shall be at least sixty percent (60%).
- 5.2. Foreign bidders may be eligible to participate when any of the following circumstances exist, as specified in the **BDS**:
- (a) When a Treaty or International or Executive Agreement as provided in Section 4 of the RA 9184 and its IRR allow foreign bidders to participate;
 - (b) Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - (c) When the Goods sought to be procured are not available from local suppliers; or
 - (d) When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Government corporate entities may be eligible to participate only if they can establish that they (a) are legally and financially autonomous, (b) operate under commercial law, and (c) are not dependent agencies of the GOP or the Procuring Entity.

- 5.4. Unless otherwise provided in the **BDS**, the Bidder must have completed at least one contract similar to the Project the value of which, adjusted to current prices using the National Statistics Office consumer price index, must be at least equivalent to a percentage of the ABC stated in the **BDS**.

For this purpose, contracts similar to the Project shall be those described in the **BDS**, and completed within the relevant period stated in the Invitation to Bid and **ITB** Clause 12.1.(a)(iv).

- 5.5. The Bidder must submit a computation of its Net Financial Contracting Capacity (NFCC) which must be at least equal to the ABC to be bid, calculated as follows:

NFCC = [(Current assets minus current liabilities) (K)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started coinciding with the contract for this Project.

Where:

K = 10 for a contract duration of one year or less, 15 for a contract duration of more than one year up to two years, and 20 for a contract duration of more than two years.

The values of the bidder's current assets and current liabilities shall be based on the data submitted to the BIR, through its Electronic Filing and Payment System (EFPS).

6. Bidder's Responsibilities

- 6.1. The Bidder or its duly authorized representative shall submit a sworn statement in the form prescribed in Section VIII. Bidding Forms as required in **ITB** Clause 12.1.(b)(iii).
- 6.2. The Bidder is responsible for the following:
- (a) Having taken steps to carefully examine all of the Bidding Documents;
 - (b) Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;
 - (c) Having made an estimate of the facilities available and needed for the contract to be bid, if any;

- (d) Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin(s) as provided under **ITB** Clause 10.3.
- (e) Ensuring that it is not "blacklisted" or barred from bidding by the GOP or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;
- (f) Ensuring that 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;
- (g) Authorizing the Head of the Procuring Entity or its duly authorized representative/s to verify all the documents submitted;
- (h) Ensuring that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Bidder in the bidding, with the duly notarized Secretary's Certificate attesting to such fact, if the Bidder is a corporation, partnership, cooperative, or joint venture;
- (i) Complying with the disclosure provision under Section 47 of RA 9184 in relation to other provisions of RA 3019; and
- (j) Complying with existing labor laws and standards, in the case of procurement of services.

Failure to observe any of the above responsibilities shall be at the risk of the Bidder concerned.

- 6.3. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents.
- 6.4. It shall be the sole responsibility of the Bidder to determine and to satisfy itself by such means as it considers necessary or desirable as to all matters pertaining to the contract to be bid, including: (a)

the location and the nature of this Project; (b) climatic conditions; (c) transportation facilities; and (d) other factors that may affect the cost, duration, and execution or implementation of this Project.

- 6.5. The Procuring Entity shall not assume any responsibility regarding erroneous interpretations or conclusions by the prospective or eligible bidder out of the data furnished by the procuring entity.
- 6.6. The Bidder shall bear all costs associated with the preparation and submission of his bid, and the Procuring Entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 6.7. Before submitting their bids, the Bidder is deemed to have become familiar with all existing laws, decrees, ordinances, acts and regulations of the Philippines which may affect this Project in any way.
- 6.8. The Bidder should note that the Procuring Entity will accept bids only from those that have paid the nonrefundable fee for the Bidding Documents at the office indicated in the Invitation to Bid.

7. Origin of Goods

Unless otherwise indicated in the **BDS**, there is no restriction on the origin of goods other than those prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, subject to **ITB** Clause 27.1.

8. Subcontracts

- 8.1. Unless otherwise specified in the **BDS**, the Bidder may subcontract portions of the Goods to an extent as may be approved by the Procuring Entity and stated in the **BDS**. However, subcontracting of any portion shall not relieve the Bidder from any liability or obligation that may arise from the contract for this Project.
- 8.2. Subcontractors must comply with the eligibility criteria and the documentary requirements specified in the **BDS**. In the event that any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Goods shall be disallowed.
- 8.3. The Bidder may identify the subcontractor to whom a portion of the Goods will be subcontracted at any stage of the bidding process or

during contract implementation. If the Bidder opts to disclose the name of the subcontractor during bid submission, the Bidder shall include the required documents as part of the technical component of its bid.

B. Contents of Bidding Documents

9. Pre-Bid Conference

9.1. (a) If so specified in the **BDS**, a pre-bid conference shall be held at the venue and on the date indicated therein, to clarify and address the Bidders' questions on the technical and financial components of this Project.

*(b) The pre-bid conference shall be held at least twelve (12) calendar days before the deadline for the submission and receipt of bids. If the Procuring Entity determines that, by reason of the method, nature, or complexity of the contract to be bid, or when international participation will be more advantageous to the GOP, a longer period for the preparation of bids is necessary, the pre-bid conference shall be held at least thirty (30) calendar days before the deadline for the submission and receipt of bids, as specified in the **BDS**.*

9.2. Bidders are encouraged to attend the pre-bid conference to ensure that they fully understand the Procuring Entity's requirements. Non-attendance of the Bidder will in no way prejudice its bid; however, the Bidder is expected to know the changes and/or amendments to the Bidding Documents discussed during the pre-bid conference.

9.3. Any statement made at the pre-bid conference shall not modify the terms of the Bidding Documents unless such statement is specifically identified in writing as an amendment thereto and issued as a Supplemental/Bid Bulletin.

10. Clarification and Amendment of Bidding Documents

10.1. Bidders who have purchased the Bidding Documents may request for clarification on any part of the Bidding Documents for an interpretation. Such request must be in writing and submitted to the Procuring Entity at the address indicated in the **BDS** at least

ten (10) calendar days before the deadline set for the submission and receipt of bids.

- 10.2. Supplemental/Bid Bulletins may be issued upon the Procuring Entity's initiative for purposes of clarifying or modifying any provision of the Bidding Documents not later than seven (7) calendar days before the deadline for the submission and receipt of bids. Any modification to the Bidding Documents shall be identified as an amendment.
- 10.3. Any Supplemental/Bid Bulletin issued by the BAC shall also be posted on the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity concerned, if available. It shall be the responsibility of all Bidders who secure the Bidding Documents to inquire and secure Supplemental/Bid Bulletins that may be issued by the BAC. However, Bidders who have submitted bids before the issuance of the Supplemental/Bid Bulletin must be informed and allowed to modify or withdraw their bids in accordance with **ITB** Clause 23.

C. Preparation of Bids

11. Language of Bid

The bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring Entity, shall be written in English. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation in English certified by the appropriate embassy or consulate in the Philippines, in which case the English translation shall govern for purposes of interpretation of the bid.

12. Documents Comprising the Bid: Eligibility and Technical Components

12.1. Unless otherwise indicated in the **BDS**, the first envelope shall contain the following eligibility and technical documents:

- (a) Eligibility Documents –

Class "A" Documents:

- (i) Registration certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives, or any proof of such registration as stated in the **BDS**;
- (ii) Mayor's permit issued by the city or municipality where the principal place of business of the prospective bidder is located;
- (iii) Tax Clearance per Executive Order 398, Series of 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).
- (iv) Statement of all its ongoing and completed government and private contracts within the period stated in the **BDS**, including contracts awarded but not yet started, if any. The statement shall include, for each contract, the following:
 - (iv.1) name of the contract;
 - (iv.2) date of the contract;
 - (iv.3) kinds of Goods;
 - (iv.4) amount of contract and value of outstanding contracts;
 - (iv.5) date of delivery; and
 - (iv.6) end user's acceptance or official receipt(s) issued for the contract, if completed.
- (v) Audited financial statements, stamped "received" by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions, for the preceding calendar year, which should not be earlier than two (2) years from bid submission;
- (vi) NFCC computation in accordance with **ITB** Clause 5.5; and

Class "B" Document:

- (vii) If applicable, the 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.
- (b) Technical Documents –
 - (i) Bid security in accordance with **ITB** Clause 18. If the Bidder opts to submit the bid security in the form of:
 - (i.1) a bank draft/guarantee or an irrevocable letter of credit issued by a foreign bank, it shall be accompanied by a confirmation from a Universal or Commercial Bank; or
 - (i.2) a surety bond, it shall be accompanied by a certification by the Insurance Commission that the surety or insurance company is authorized to issue such instruments;
 - (ii) Conformity with technical specifications, as enumerated and specified in Sections VI and VII of the Bidding Documents; and
 - (iii) Sworn statement in accordance with Section 25.2(a)(iv) of the IRR of RA 9184 and using the form prescribed Section VIII. Bidding Forms.

13. Documents Comprising the Bid: Financial Component

13.1. Unless otherwise stated in the **BDS**, the financial component of the bid shall contain the following:

- (a) Financial Bid Form, which includes bid prices and the bill of quantities and the applicable Price Schedules, in accordance with **ITB** Clauses 15.1 and 15.4;
- (b) If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification from the DTI, SEC, or CDA issued in accordance with **ITB** Clause 27, unless otherwise provided in the **BDS**; and

- (c) Any other document related to the financial component of the bid as stated in the **BDS**.
- 13.2.
- (a) Unless otherwise stated in the **BDS**, all bids that exceed the ABC shall not be accepted.
 - (b) Unless otherwise indicated in the **BDS**, for foreign-funded procurement, a ceiling may be applied to bid prices provided the following conditions are met:
 - (i) Bidding Documents are obtainable free of charge on a freely accessible website. If payment of Bidding Documents is required by the procuring entity, payment could be made upon the submission of bids.
 - (ii) The procuring entity has procedures in place to ensure that the ABC is based on recent estimates made by the responsible unit of the procuring entity and that the estimates reflect the quality, supervision and risk and inflationary factors, as well as prevailing market prices, associated with the types of works or goods to be procured.
 - (iii) The procuring entity has trained cost estimators on estimating prices and analyzing bid variances.
 - (iv) The procuring entity has established a system to monitor and report bid prices relative to ABC and engineer's/procuring entity's estimate.
 - (v) The procuring entity has established a system to monitor and report bid prices relative to ABC and procuring entity's estimate. The procuring entity has established a monitoring and evaluation system for contract implementation to provide a feedback on actual total costs of goods and works.

14. Alternative Bids

Alternative Bids shall be rejected. For this purpose, alternative bid is an offer made by a Bidder in addition or as a substitute to its original bid which may be included as part of its original bid or submitted separately therewith for purposes of bidding. A bid with options is considered an

alternative bid regardless of whether said bid proposal is contained in a single envelope or submitted in two (2) or more separate bid envelopes.

15. Bid Prices

- 15.1. The Bidder shall complete the appropriate Price Schedules included herein, stating the unit prices, total price per item, the total amount and the expected countries of origin of the Goods to be supplied under this Project.
- 15.2. The Bidder shall fill in rates and prices for all items of the Goods described in the Bill of Quantities. Bids not addressing or providing all of the required items in the Bidding Documents including, where applicable, Bill of Quantities, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a "0" (zero) for the said item would mean that it is being offered for free to the Government.
- 15.3. The terms Ex Works (EXW), Cost, Insurance and Freight (CIF), Cost and Insurance Paid to (CIP), Delivered Duty Paid (DDP), and other trade terms used to describe the obligations of the parties, shall be governed by the rules prescribed in the current edition of the International Commercial Terms (INCOTERMS) published by the International Chamber of Commerce, Paris.
- 15.4. 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), including all customs duties and sales and other taxes already paid or payable:
 - (i.1) on the components and raw material used in the manufacture or assembly of Goods quoted ex works or ex factory; or
 - (i.2) on the previously imported Goods of foreign origin quoted ex warehouse, ex showroom, or off-the-shelf and any Procuring Entity country

sales and other taxes which will be payable on the Goods if the contract is awarded.

- (ii) The price for inland transportation, insurance, and other local costs incidental to delivery of the Goods to their final destination.
 - (iii) 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 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, listed in the **BDS**.
- 15.5. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or price escalation on any account. A bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to **ITB** Clause 24.

All bid prices shall be considered as fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances. Extraordinary circumstances refer to events that may be determined by the National Economic and Development Authority in accordance with the Civil Code of the Philippines, and upon the recommendation of the Procuring Entity. Nevertheless, in cases where the cost of the awarded contract is affected by any applicable new laws, ordinances, regulations, or other acts of the GOP, promulgated after the date of bid opening, a contract price adjustment shall be made or appropriate relief shall be applied on a no loss-no gain basis.

16. Bid Currencies

- 16.1. Prices shall be quoted in the following currencies:

- (a) For Goods that the Bidder will supply from within the Philippines, the prices shall be quoted in Philippine Pesos.
 - (b) For Goods that the Bidder will supply from outside the Philippines, the prices may be quoted in the currency(ies) stated in the **BDS**. 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.
- 16.2. If so allowed in accordance with **ITB** Clause 16.1, the Procuring Entity for purposes of bid evaluation and comparing the bid prices will convert the amounts in various currencies in which the bid price is expressed to Philippine Pesos at the foregoing exchange rates.
- 16.3. Unless otherwise specified in the BDS, payment of the contract price shall be made in Philippine Pesos.

17. Bid Validity

- 17.1. Bids shall remain valid for the period specified in the **BDS** which shall not exceed one hundred twenty (120) calendar days from the date of the opening of bids.
- 17.2. In exceptional circumstances, prior to the expiration of the Bid validity period, the Procuring Entity may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. The bid security described in **ITB** Clause 18 should also be extended corresponding to the extension of the bid validity period at the least. A Bidder may refuse the request without forfeiting its bid security, but his bid shall no longer be considered for further evaluation and award. A Bidder granting the request shall not be required or permitted to modify its bid.

18. Bid Security

- 18.1. The bid security in the amount stated in the **BDS** shall be equal to the percentage of the ABC in accordance with the following schedule:

Form of Bid Security	Amount of Bid Security (Equal to Percentage of the ABC)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Two percent (2%)
(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	
(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Five percent (5%)
(d) Any combination of items (a) to (c) above.	Proportionate to share of form with respect to total amount of security
(e) Bid Securing Declaration	No Percentage required.

For biddings conducted by LGUs, the Bidder may also submit bid securities in the form of cashier's/manager's check, bank draft/guarantee, or irrevocable letter of credit from other banks certified by the BSP as authorized to issue such financial statement.

The Bid Securing Declaration mentioned above is an undertaking which states, among others, that the bidder shall enter into contract with the procuring entity and furnish the performance security required under ITB Clause 33.2, from receipt of the Notice of Award, and committing to pay the corresponding fine, and be suspended for a period of time from being qualified to participate in any government procurement activity in the event it violates any of the conditions stated therein as provided in the guidelines issued by the GPPB.

- 18.2. The bid security should be valid for the period specified in the **BDS**. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 18.3. No bid securities shall be returned to bidders after the opening of bids and before contract signing, except to those that failed or declared as post-disqualified, upon submission of a written waiver of their right to file a motion for reconsideration and/or protest. Without prejudice on its forfeiture, bid securities shall be returned

only after the bidder with the Lowest Calculated and Responsive Bid has signed the contract and furnished the performance security, but in no case later than the expiration of the bid security validity period indicated in **ITB** Clause 18.2.

18.4. Upon signing and execution of the contract pursuant to **ITB** Clause 32, and the posting of the performance security pursuant to **ITB** Clause 33, the successful Bidder's bid security will be discharged, but in no case later than the bid security validity period as indicated in the **ITB** Clause 18.2.

18.5. The bid security may be forfeited:

- (a) if a Bidder:
 - (i) withdraws its bid during the period of bid validity specified in **ITB** Clause 17;
 - (ii) does not accept the correction of errors pursuant to **ITB** Clause 28.3.(b);
 - (iii) fails to submit the requirements within the prescribed period or a finding against their veracity as stated in **ITB** Clause 29.2;
 - (iv) submission of eligibility requirements containing false information or falsified documents;
 - (v) submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding;
 - (vi) allowing the use of one's name, or using the name of another for purposes of public bidding;
 - (vii) withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the Lowest Calculated and Responsive Bid;

- (viii) refusal or failure to post the required performance security within the prescribed time;
 - (ix) refusal to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification;
 - (x) any documented attempt by a bidder to unduly influence the outcome of the bidding in his favor;
 - (xi) failure of the potential joint venture partners to enter into the joint venture after the bid is declared successful; or
 - (xii) all other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.
- (b) if the successful Bidder:
- (i) fails to sign the contract in accordance with **ITB** Clause 32; or
 - (ii) fails to furnish performance security in accordance with **ITB** Clause 33.

19. Format and Signing of Bids

- 19.1. Bidders shall submit their bids through their duly authorized representative using the appropriate forms provided in Section VIII. Bidding Forms on or before the deadline specified in the **ITB** Clauses 21 in two (2) separate sealed bid envelopes, and which shall be submitted simultaneously. The first shall contain the technical component of the bid, including the eligibility requirements under **ITB** Clause 12.1, and the second shall contain the financial component of the bid.
- 19.2. Forms as mentioned in **ITB** Clause 19.1 must be completed without any alterations to their format, and no substitute form shall be accepted. All blank spaces shall be filled in with the information requested.

- 19.3. The Bidder shall prepare and submit an original of the first and second envelopes as described in **ITB** Clauses 12 and 13. In the event of any discrepancy between the original and the copies, the original shall prevail.
- 19.4. The bid, except for unamended printed literature, shall be signed, and each and every page thereof shall be initialed, by the duly authorized representative/s of the Bidder.
- 19.5. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder.

20. Sealing and Marking of Bids

- 20.1. Bidders shall enclose their original eligibility and technical documents described in **ITB** Clause 12 in one sealed envelope marked "ORIGINAL - TECHNICAL COMPONENT", and the original of their financial component in another sealed envelope marked "ORIGINAL - FINANCIAL COMPONENT", sealing them all in an outer envelope marked "ORIGINAL BID".
- 20.2. Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as "COPY NO. ____ - TECHNICAL COMPONENT" and "COPY NO. ____ - FINANCIAL COMPONENT" and the outer envelope as "COPY NO. ____", respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- 20.3. The original and the number of copies of the Bid as indicated in the **BDS** shall be typed or written in indelible ink and shall be signed by the bidder or its duly authorized representative/s.
- 20.4. All envelopes shall:
 - (a) contain the name of the contract to be bid in capital letters;
 - (b) bear the name and address of the Bidder in capital letters;
 - (c) be addressed to the Procuring Entity's BAC in accordance with **ITB** Clause 1.1;
 - (d) bear the specific identification of this bidding process indicated in the **ITB** Clause 1.2; and

- (e) bear a warning "DO NOT OPEN BEFORE..." the date and time for the opening of bids, in accordance with **ITB** Clause 21.

20.5. If bids are not sealed and marked as required, the Procuring Entity will assume no responsibility for the misplacement or premature opening of the bid.

D. Submission and Opening of Bids

21. Deadline for Submission of Bids

Bids must be received by the Procuring Entity's BAC at the address and on or before the date and time indicated in the **BDS**.

22. Late Bids

Any bid submitted after the deadline for submission and receipt of bids prescribed by the Procuring Entity, pursuant to **ITB** Clause 21, shall be declared "Late" and shall not be accepted by the Procuring Entity.

23. Modification and Withdrawal of Bids

23.1. The Bidder may modify its bid after it has been submitted; provided that the modification is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Bidder shall not be allowed to retrieve its original bid, but shall be allowed to submit another bid equally sealed, properly identified, linked to its original bid marked as "TECHNICAL MODIFICATION" or "FINANCIAL MODIFICATION" and stamped "received" by the BAC. Bid modifications received after the applicable deadline shall not be considered and shall be returned to the Bidder unopened.

23.2. A Bidder may, through a Letter of Withdrawal, withdraw its bid after it has been submitted, for valid and justifiable reason; provided that the Letter of Withdrawal is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids.

23.3. Bids requested to be withdrawn in accordance with **ITB** Clause 23.1 shall be returned unopened to the Bidders. A Bidder may also express its intention not to participate in the bidding through a letter which should reach and be stamped by the BAC before the

deadline for submission and receipt of bids. A Bidder that withdraws its bid shall not be permitted to submit another bid, directly or indirectly, for the same contract.

- 23.4. No bid may be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Financial Bid Form. Withdrawal of a bid during this interval shall result in the forfeiture of the Bidder's bid security, pursuant to **ITB** Clause 18.5, and the imposition of administrative, civil and criminal sanctions as prescribed by RA 9184 and its IRR.

24. Opening and Preliminary Examination of Bids

- 24.1. The BAC shall open the first bid envelopes of Bidders in public as specified in the **BDS** to determine each Bidder's compliance with the documents prescribed in **ITB** Clause 12. For this purpose, the BAC shall check the submitted documents of each bidder against a checklist of required documents to ascertain if they are all present, using a non-discretionary "pass/fail" criterion. If a bidder submits the required document, it shall be rated "passed" for that particular requirement. In this regard, bids that fail to include any requirement or are incomplete or patently insufficient shall be considered as "failed". Otherwise, the BAC shall rate the said first bid envelope as "passed".
- 24.2. Unless otherwise specified in the BDS, immediately after determining compliance with the requirements in the first envelope, the BAC shall forthwith open the second bid envelope of each remaining eligible bidder whose first bid envelope was rated "passed". The second envelope of each complying bidder shall be opened within the same day. In case one or more of the requirements in the second envelope of a particular bid is missing, incomplete or patently insufficient, and/or if the submitted total bid price exceeds the ABC unless otherwise provided in **ITB** Clause 13.2, the BAC shall rate the bid concerned as "failed". Only bids that are determined to contain all the bid requirements for both components shall be rated "passed" and shall immediately be considered for evaluation and comparison.
- 24.3. Letters of withdrawal shall be read out and recorded during bid opening, and the envelope containing the corresponding withdrawn

bid shall be returned to the Bidder unopened. If the withdrawing Bidder's representative is in attendance, the original bid and all copies thereof shall be returned to the representative during the bid opening. If the representative is not in attendance, the bid shall be returned unopened by registered mail. The Bidder may withdraw its bid prior to the deadline for the submission and receipt of bids, provided that the corresponding Letter of Withdrawal contains a valid authorization requesting for such withdrawal, subject to appropriate administrative sanctions.

- 24.4. If a Bidder has previously secured a certification from the Procuring Entity to the effect that it has previously submitted the above-enumerated Class "A" Documents, the said certification may be submitted in lieu of the requirements enumerated in **ITB** Clause 12.1.(a), items (i) to (v).
- 24.5. In the case of an eligible foreign Bidder as described in **ITB** Clause 5, the Class "A" Documents described in **ITB** Clause 12.1.(a) may be substituted with the appropriate equivalent documents, if any, issued by the country of the foreign Bidder concerned.
- 24.6. Each partner of a joint venture agreement shall likewise submit the requirements in **ITB** Clauses 12.1.(a)(i) and 12.1.(a)(ii). Submission of documents required under **ITB** Clauses 12.1.(a)(iv) to 12.1.(a)(vi) by any of the joint venture partners constitutes compliance.
- 24.7. The Procuring Entity shall prepare the minutes of the proceedings of the bid opening that shall include, as a minimum: (a) names of Bidders, their bid price, bid security, findings of preliminary examination; and (b) attendance sheet. The BAC members shall sign the abstract of bids as read.

E. Evaluation and Comparison of Bids

25. Process to be Confidential

- 25.1. Members of the BAC, including its staff and personnel, as well as its Secretariat and TWG, are prohibited from making or accepting any kind of communication with any bidder regarding the evaluation of their bids until the issuance of the Notice of Award, unless otherwise allowed in the case of **ITB** Clause 26.

- 25.2. Any effort by a bidder to influence the Procuring Entity in the Procuring Entity's decision in respect of bid evaluation, bid comparison or contract award will result in the rejection of the Bidder's bid.

26. Clarification of Bids

To assist in the evaluation, comparison, and post-qualification of the bids, the Procuring Entity may ask in writing any Bidder for a clarification of its bid. All responses to requests for clarification shall be in writing. Any clarification submitted by a Bidder in respect to its bid and that is not in response to a request by the Procuring Entity shall not be considered.

27. Domestic Preference

- 27.1. Unless otherwise stated in the **BDS**, the Procuring Entity will grant a margin of preference for the purpose of comparison of bids in accordance with the following:
- (a) The preference shall be applied when (i) the lowest Foreign Bid is lower than the lowest bid offered by a Domestic Bidder, or (ii) the lowest bid offered by a non-Philippine national is lower than the lowest bid offered by a Domestic Entity.
 - (b) For evaluation purposes, the lowest Foreign Bid or the bid offered by a non-Philippine national shall be increased by fifteen percent (15%).
 - (c) In the event that (i) the lowest bid offered by a Domestic Entity does not exceed the lowest Foreign Bid as increased, or (ii) the lowest bid offered by a non-Philippine national as increased, then the Procuring Entity shall award the contract to the Domestic Bidder/Entity at the amount of the lowest Foreign Bid or the bid offered by a non-Philippine national, as the case may be.
 - (d) If the Domestic Entity/Bidder refuses to accept the award of contract at the amount of the Foreign Bid or bid offered by a non-Philippine national within two (2) calendar days from receipt of written advice from the BAC, the Procuring Entity shall award to the bidder offering the Foreign Bid or the non-Philippine national, as the case may be, subject to post-

qualification and submission of all the documentary requirements under these Bidding Documents.

- 27.2. A Bidder may be granted preference as a Domestic Entity subject to the certification from the DTI (in case of sole proprietorships), SEC (in case of partnerships and corporations), or CDA (in case of cooperatives) that the (a) sole proprietor is a citizen of the Philippines or the partnership, corporation, cooperative, or association is duly organized under the laws of the Philippines with at least seventy five percent (75%) of its interest or outstanding capital stock belonging to citizens of the Philippines, (b) habitually established in business and habitually engaged in the manufacture or sale of the merchandise covered by his bid, and (c) the business has been in existence for at least five (5) consecutive years prior to the advertisement and/or posting of the Invitation to Bid for this Project.
- 27.3. A Bidder may be granted preference as a Domestic Bidder subject to the certification from the DTI that the Bidder is offering unmanufactured articles, materials or supplies of the growth or production of the Philippines, or manufactured articles, materials, or supplies manufactured or to be manufactured in the Philippines substantially from articles, materials, or supplies of the growth, production, or manufacture, as the case may be, of the Philippines.

28. Detailed Evaluation and Comparison of Bids

- 28.1. The Procuring Entity will undertake the detailed evaluation and comparison of bids which have passed the opening and preliminary examination of bids, pursuant to **ITB** Clause 24, in order to determine the Lowest Calculated Bid.
- 28.2. The Lowest Calculated Bid shall be determined in two steps:
- (a) The detailed evaluation of the financial component of the bids, to establish the correct calculated prices of the bids; and
 - (b) The ranking of the total bid prices as so calculated from the lowest to the highest. The bid with the lowest price shall be identified as the Lowest Calculated Bid.
- 28.3. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all bids rated "passed," using non-discretionary

pass/fail criteria. Unless otherwise specified in the **BDS**, the BAC shall consider the following in the evaluation of bids:

- (a) Completeness of the bid. Unless the ITB specifically allows partial bids, bids not addressing or providing all of the required items in the Schedule of Requirements including, where applicable, bill of quantities, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a "0" (zero) for the said item would mean that it is being offered for free to the Procuring Entity; and
- (b) Arithmetical corrections. Consider computational errors and omissions to enable proper comparison of all eligible bids. It may also consider bid modifications, if allowed in the **BDS**. Any adjustment shall be calculated in monetary terms to determine the calculated prices.

28.4. Based on the detailed evaluation of bids, those that comply with the above-mentioned requirements shall be ranked in the ascending order of their total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, to identify the Lowest Calculated Bid. Total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, which exceed the ABC shall not be considered, unless otherwise indicated in the **BDS**.

28.5. The Procuring Entity's evaluation of bids shall only be based on the bid price quoted in the Financial Bid Form.

28.6. Bids shall be evaluated on an equal footing to ensure fair competition. For this purpose, all bidders shall be required to include in their bids the cost of all taxes, such as, but not limited to, value added tax (VAT), income tax, local taxes, and other fiscal levies and duties which shall be itemized in the bid form and reflected in the detailed estimates. Such bids, including said taxes, shall be the basis for bid evaluation and comparison.

29. Post-Qualification

29.1. The Procuring Entity shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the Lowest Calculated

Bid (LCB) complies with and is responsive to all the requirements and conditions specified in **ITB** Clauses 5, 12, and 13.

- 29.2. Within a non-extendible period of three (3) calendar days from receipt by the bidder of the notice from the BAC that it submitted the LCB, the Bidder shall submit the following documentary requirements:
- (a) Latest income and business tax returns in the form specified in the **BDS**;
 - (b) Certificate of PhilGEPS Registration; and
 - (c) Other appropriate licenses and permits required by law and stated in the **BDS**.

Failure of the Bidder declared as Lowest Calculated Bid to duly submit the requirements under this Clause or a finding against the veracity of such shall be ground for forfeiture of the bid security and disqualification of the Bidder for award.

- 29.3. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted pursuant to **ITB** Clauses 12 and 13, as well as other information as the Procuring Entity deems necessary and appropriate, using a non-discretionary "pass/fail" criterion.
- 29.4. If the BAC determines that the Bidder with the Lowest Calculated Bid passes all the criteria for post-qualification, it shall declare the said bid as the Lowest Calculated Responsive Bid, and recommend to the Head of the Procuring Entity the award of contract to the said Bidder at its submitted price or its calculated bid price, whichever is lower.
- 29.5. A negative determination shall result in rejection of the Bidder's Bid, in which event the Procuring Entity shall proceed to the next Lowest Calculated Bid to make a similar determination of that Bidder's capabilities to perform satisfactorily. If the second Bidder, however, fails the post qualification, the procedure for post qualification shall be repeated for the Bidder with the next Lowest Calculated Bid, and so on until the Lowest Calculated Responsive Bid is determined for contract award.

- 29.6. Within a period not exceeding seven (7) calendar days from the date of receipt of the recommendation of the BAC, the Head of the Procuring Entity shall approve or disapprove the said recommendation. In the case of GOCCs and GFIs, the period provided herein shall be fifteen (15) calendar days.

30. Reservation Clause

- 30.1. Notwithstanding the eligibility or post-qualification of a Bidder, the Procuring Entity concerned reserves the right to review its qualifications at any stage of the procurement process if it has reasonable grounds to believe that a misrepresentation has been made by the said Bidder, or that there has been a change in the Bidder's capability to undertake the project from the time it submitted its eligibility requirements. Should such review uncover any misrepresentation made in the eligibility and bidding requirements, statements or documents, or any changes in the situation of the Bidder which will affect its capability to undertake the project so that it fails the preset eligibility or bid evaluation criteria, the Procuring Entity shall consider the said Bidder as ineligible and shall disqualify it from submitting a bid or from obtaining an award or contract.
- 30.2. Based on the following grounds, the Procuring Entity reserves the right to reject any and all bids, declare a failure of bidding at any time prior to the contract award, or not to award the contract, without thereby incurring any liability, and make no assurance that a contract shall be entered into as a result of the bidding:
- (a) If there is *prima facie* evidence of collusion between appropriate public officers or employees of the Procuring Entity, or between the BAC and any of the Bidders, or if the collusion is between or among the bidders themselves, or between a Bidder and a third party, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition;
 - (b) If the Procuring Entity's BAC is found to have failed in following the prescribed bidding procedures; or
 - (c) For any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the GOP as follows:

- (i) If the physical and economic conditions have significantly changed so as to render the project no longer economically, financially or technically feasible as determined by the head of the procuring entity;
- (ii) If the project is no longer necessary as determined by the head of the procuring entity; and
- (iii) If the source of funds for the project has been withheld or reduced through no fault of the Procuring Entity.

30.3. In addition, the Procuring Entity may likewise declare a failure of bidding when:

- (a) No bids are received;
- (b) All prospective Bidders are declared ineligible;
- (c) All bids fail to comply with all the bid requirements or fail post-qualification; or

The Bidder with the Lowest Calculated Responsive Bid (LCRB) refuses, without justifiable cause to accept the award of contract, and no award is made.

F. Award of Contract

31. Contract Award

- 31.1. Subject to **ITB** Clause 29, the Procuring Entity shall award the contract to the Bidder whose bid has been determined to be the LCRB.
- 31.2. Prior to the expiration of the period of bid validity, the Procuring Entity shall notify the successful Bidder in writing that its bid has been accepted, through a Notice of Award received personally or sent by registered mail or electronically, receipt of which must be confirmed in writing within two (2) days by the Bidder with the LCRB and submitted personally or sent by registered mail or electronically to the Procuring Entity.
- 31.3. Notwithstanding the issuance of the Notice of Award, award of contract shall be subject to the following conditions:

- (a) Submission of the valid JVA, if applicable, within ten (10) calendar days from receipt by the Bidder of the notice from the BAC that the Bidder has the LCRB;
 - (b) Posting of the performance security in accordance with **ITB** Clause 33;
 - (c) Signing of the contract as provided in **ITB** Clause 32; and
 - (d) Approval by higher authority, if required.
- 31.4. At the time of contract award, the Procuring Entity shall not increase or decrease the quantity of goods originally specified in Section VI. Schedule of Requirements.

32. Signing of the Contract

- 32.1. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Contract Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- 32.2. Within ten (10) calendar days from receipt of the Notice of Award, the successful Bidder shall post the required performance security and sign and date the contract and return it to the Procuring Entity.
- 32.3. The Procuring Entity shall enter into contract with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 32.4. The following documents shall form part of the contract:
- (a) Contract Agreement;
 - (b) Bidding Documents;
 - (c) Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted;
 - (d) Performance Security;
 - (e) Credit line in accordance with **ITB** Clause 5.5, if applicable;
 - (f) Notice of Award of Contract; and

- (g) Other contract documents that may be required by existing laws and/or specified in the **BDS**.

33. Performance Security

- 33.1. To guarantee the faithful performance by the winning Bidder of its obligations under the contract, it shall post a performance security within a maximum period of ten (10) calendar days from the receipt of the Notice of Award from the Procuring Entity and in no case later than the signing of the contract.
- 33.2. The performance security shall be denominated in Philippine Pesos and posted in favor of the Procuring Entity in an amount equal to the percentage of the total contract price in accordance with the following schedule:

Form of Performance Security	Amount of Performance Security (Equal to Percentage of the Total Contract Price)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Five percent (5%)
(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	
(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security; and/or	Thirty percent (30%)
(d) Any combination of the foregoing.	Proportionate to share of form with respect to total amount of security

- 33.3. Failure of the successful Bidder to comply with the above-mentioned requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security, in which event the Procuring Entity shall initiate and complete the post qualification of the second Lowest Calculated Bid. The procedure shall be repeated until the LCRB is identified and selected for contract award. However if no Bidder passed post-qualification, the BAC shall declare the bidding a failure and conduct a re-bidding with re-advertisement.

34. Notice to Proceed

- 34.1. Within three (3) calendar days from the date of approval of the contract by the appropriate government approving authority, the Procuring Entity shall issue its Notice to Proceed to the Bidder.
- 34.2. The contract effectivity date shall be provided in the Notice to Proceed by the Procuring Entity, which date shall not be later than seven (7) calendar days from the issuance of the Notice to Proceed.

35. Protest Mechanism

- 35.1. Decision of the procuring entity at any stage of the procurement process may be questioned in accordance with Section 55 of the revised Implementing Rules and Regulations of Republic Act 9184

Section III. Bid Data Sheet (BDS)

Bid Data Sheet

ITB Clause																			
1.1	The Procuring Entity is DEPARTMENT INFORMATION AND COMMUNICATIONS TECHNOLOGY (DICT) .																		
1.2	The lot and reference is: DICTBAC-2016-09-009 Supply and Delivery of Three (3) Brand New Units of Smart Lab and Various ICT Equipment for the Strategic Research and Development Service Division (SRDSD) Laboratory Project																		
2.0	<p>The Funding Source is:</p> <p>The Government of the Philippines (GOP) through the 2016 General Appropriations Act in the amount of Two Million Four Hundred Seventy One Thousand Eight Hundred Forty Five Pesos (PhP2,471,845.00).</p> <p>The name of the Project is:</p> <p>Supply and Delivery of Three (3) Brand New Units of Smart Lab and Various ICT Equipment for the Strategic Research and Development Service Division (SRDSD) Laboratory Project</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr style="background-color: #cccccc;"> <th style="width: 10%;">Lot No.</th> <th style="width: 60%;">Description</th> <th style="width: 10%;">Qty</th> <th style="width: 20%;">Total ABC (PhP) (VAT Inclusive)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>Supply and Delivery of Three (3) Units of Smart Lab (All-In-One Equipment) for the SRDSD Laboratory Project</td> <td style="text-align: center;">1 Lot</td> <td style="text-align: right;">1,396,845.00</td> </tr> <tr> <td style="text-align: center;">2</td> <td>Supply and Delivery of ICT Equipment for the SRDSD Laboratory Project</td> <td style="text-align: center;">1 lot</td> <td style="text-align: right;">1,075,000.00</td> </tr> <tr> <td colspan="3" style="text-align: right;">TOTAL ABC</td> <td style="text-align: right;">2,471,845.00</td> </tr> </tbody> </table>			Lot No.	Description	Qty	Total ABC (PhP) (VAT Inclusive)	1	Supply and Delivery of Three (3) Units of Smart Lab (All-In-One Equipment) for the SRDSD Laboratory Project	1 Lot	1,396,845.00	2	Supply and Delivery of ICT Equipment for the SRDSD Laboratory Project	1 lot	1,075,000.00	TOTAL ABC			2,471,845.00
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3.0	No further instructions.																		
5.1	No further instructions.																		
5.2	None of the circumstances mentioned in the ITB Clause exists in this Project. Foreign bidders, except those falling under ITB Clause 5.2.(b), may not participate in this Project.																		
5.4	The Bidder must have completed, within the last five (5) years from the date of submission and receipt of at least one (1) single contract of similar nature																		

	<p>amounting to at least fifty percent (50%) of the ABC.</p> <p>For this purpose, similar contracts shall mean:</p> <table border="1"> <thead> <tr> <th>Lot No.</th> <th>Description</th> <th>Similar in Nature Definition</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Supply and Delivery of Three (3) Units of Smart Lab (All-In-One Equipment) for the SRDSD Laboratory Project</td> <td>Electronic Test and Measurement Equipment</td> </tr> <tr> <td>2</td> <td>Supply and Delivery of ICT Equipment for the SRDSD Laboratory Project</td> <td>ICT Equipment</td> </tr> </tbody> </table>	Lot No.	Description	Similar in Nature Definition	1	Supply and Delivery of Three (3) Units of Smart Lab (All-In-One Equipment) for the SRDSD Laboratory Project	Electronic Test and Measurement Equipment	2	Supply and Delivery of ICT Equipment for the SRDSD Laboratory Project	ICT Equipment
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8.1	No further instructions.									
9.1	The Procuring Entity will hold a Pre-Bid Conference for this Project on 19 September 2016, 10AM at Room 305, DICT Building, C.P. Garcia Avenue, Diliman, Quezon City.									
10.1	<p>The Procuring Entity’s address is:</p> <p>Department of Information and Communications Technology DICT Building, Carlos P. Garcia Avenue, UP Diliman, Quezon City</p> <p>Rosa Pilipinas M. Mendoza Head Secretariat, DICT Bids and Awards Committee Department of Information and Communications Technology Carlos P. Garcia Avenue, Diliman, Quezon City TeleFax No.: 9286071 Email Address: dictbac@dict.gov.ph Website: www.dict.gov.ph</p>									
12.1	<p><u>In accordance with Clause 19.4 of the Instructions to Bidders, the bid, except for the unamended printed literature, shall be signed, and each and every page thereof shall be initialed, by the duly authorized representative/s to the Bidder.</u></p> <p>(a) ELIGIBILITY DOCUMENTS –</p> <p><u>Class “A” Documents:</u></p> <p>i. Registration Certificate from the Securities and Exchange Commission (SEC) for corporations, Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative</p>									

	<p>Development Authority (CDA) for cooperatives;</p> <p>ii. Business/Mayor's permit for 2016 issued by the city or municipality where the principal place of business of the prospective bidder is located;</p> <p>iii. Valid and Current Tax Clearance per Executive Order 398, Series of 2005, as finally reviewed and approved by the BIR;</p> <p>iv. Statement of all its Ongoing Contracts (including awarded contract/s not yet started, if any) within the last three (3) Years, (Annex I);</p> <p>v. Statement of Completed Single Largest Contract from January 2011 up to the day before the deadline for the submission bids of similar in nature equivalent to at least fifty percent (50%) of the ABC. (Annex I-A);</p> <p>vi. Copy of 2015 Annual Income Tax Return submitted through BIR's Electronic Filing and Payment System (EFPS) together with the following Audited Financial Statements for 2015 and 2014 (in comparative form or separate reports):</p> <p style="padding-left: 40px;">(a) Independent Auditor's Report;</p> <p style="padding-left: 40px;">(b) Balance Sheet (Statement of Financial Position);</p> <p style="padding-left: 40px;">(c) Income Statement (Statement of Comprehensive Income);</p> <p>Each of the above statements must have stamped "received" by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions</p> <p>vii. Duly signed Net Financial Contracting Capacity Computation (NFCC) of the lot being bid per Annex II, in accordance with ITB Clause 5.5</p> <p>NFCC = [(Current Assets minus Current Liabilities) (K)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started coinciding with the contract to be bid.</p> <p>Where:</p> <p style="padding-left: 40px;">K: 10 for a contract duration of one year or less, 15 for a</p>
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contract duration of more than one year up to two years, and 20 for a contract duration of more than two years.

Notes:

1. **The values of the bidder's current assets and current liabilities shall be based on the data submitted to BIR through its Electronic Filing and Payment System.**
2. **Value of all outstanding or uncompleted contracts refers those listed in Annex-I.**
3. **The detailed computation using the required formula must be shown as provided above.**
4. **The NFCC computation must at least be equal to the total ABC of the lot being bid.**

Class "B" Documents: (For Joint Venture)

viii. For Joint Ventures, Bidder to submit either:

1. Copy of the JOINT VENTURE AGREEMENT (JVA) in case the joint venture is already in existence, or
2. Copy of Protocol / Undertaking of Agreement to Enter into Joint Venture signed by 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. **(Annex III)**

The JVA or the Protocol/Undertaking of Agreement to Enter into Joint Venture (Annex III) must include/specify the company/partner and the name of the office designated as authorized representative of the Joint Venture.

For Joint Venture, the following documents must likewise be submitted:

(a) For Joint Venture **Between Two (2) Local Companies,** each partner should submit:

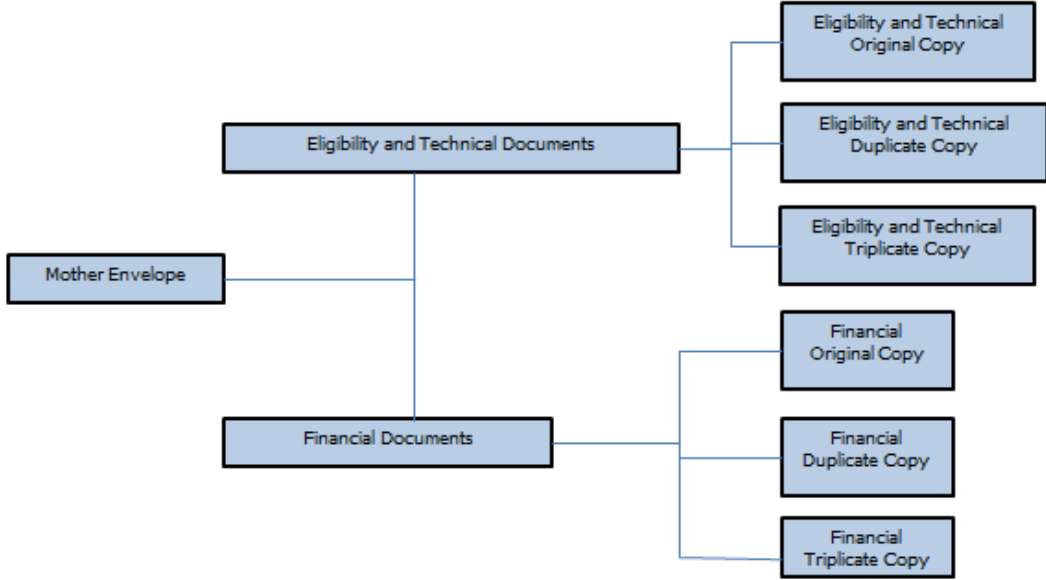
1. Registration Certificate from the Securities and Exchange Commission (SEC) for corporations, Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development

	<p>Authority (CDA) for cooperatives;</p> <p>2. Business/Mayor's permit for 2016 issued by the city or municipality where the principal place of business of the prospective bidder is located;</p> <p>3. Valid and Current Tax Clearance per Executive Order 398, Series of 2005, as finally reviewed and approved by the BIR.</p> <p>ix. For item (iv) to (vii) of the required eligibility documents, submission by any of the Joint Venture partner constitutes compliance.</p>																				
<p>12.1</p>	<p>(b) TECHNICAL DOCUMENTS –</p> <p>i. Bid security shall be issued in favor of the DEPARTMENT OF INFORMATION AND COMMUNICATIONS TECHNOLOGY (DICT) valid at least one hundred twenty (120) calendar days after date of bid opening in any of the following forms:</p> <p>a) BID SECURING DECLARATION per Annex IV; or</p> <p>b) Cashier's / Manager's Check equivalent to at least 2% of ABC issued by a Local or Universal or Local Commercial Bank.</p> <table border="1" data-bbox="334 1276 1422 1864"> <thead> <tr> <th rowspan="2">Lot No.</th> <th rowspan="2">Description</th> <th rowspan="2">Qty</th> <th rowspan="2">Total ABC P (VAT Inclusive)</th> <th colspan="2">BID SECURITY*</th> </tr> <tr> <th>Cashier's / Manager's Check equivalent to at least 2% of the ABC (PhP)</th> <th>Bid Securing Declaration</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Supply and Delivery of Three (3) Units of Smart Lab (All-In-One Equipment) for the SRDSD Laboratory Project</td> <td>1 lot</td> <td>1,396,845.00</td> <td>27,936.90</td> <td>No required percentage</td> </tr> <tr> <td>2</td> <td>Supply and Delivery of ICT Equipment for the SRDSD Laboratory Project</td> <td>1 lot</td> <td>1,075,000.00</td> <td>21,500.00</td> <td>No required percentage</td> </tr> </tbody> </table> <p>*Separate Bid Security for each lot being bid.</p>	Lot No.	Description	Qty	Total ABC P (VAT Inclusive)	BID SECURITY*		Cashier's / Manager's Check equivalent to at least 2% of the ABC (PhP)	Bid Securing Declaration	1	Supply and Delivery of Three (3) Units of Smart Lab (All-In-One Equipment) for the SRDSD Laboratory Project	1 lot	1,396,845.00	27,936.90	No required percentage	2	Supply and Delivery of ICT Equipment for the SRDSD Laboratory Project	1 lot	1,075,000.00	21,500.00	No required percentage
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	<p>ii. Proof of Authority of the Bidder’s authorized representative/s:</p> <p>a) FOR SOLE PROPRIETORSHIP (IF OWNER OPTS TO APPOINT A REPRESENTATIVE): Duly notarized Special Power of Attorney</p> <p>b) FOR CORPORATIONS, COOPERATIVE OR THE MEMBERS OF THE JOINT VENTURE: Duly notarized Secretary’s Certificate evidencing the authority of the designated representative/s.</p> <p>c) IN THE CASE OF UNINCORPORATED JOINT VENTURE: Each member shall submit a separate Special Power of Attorney and/or Secretary’s Certificate evidencing the authority of the designated representative/s.</p> <p>iii. Omnibus Sworn Statements using the form prescribed. (Annex V)</p> <p>a) Authority of the designated representative b) Non-inclusion of blacklist or under suspension status c) Authenticity of Submitted Documents d) Authority to validate Submitted Documents e) Disclosure of Relations f) Compliance with existing labor laws and standards g) Bidders Responsibilities h) Did not pay any form of consideration i) Company Official Contact Reference</p> <p>iv. Compliance with the Schedule of Requirements (Section VI.)</p> <p>v. Compliance with the Technical Specifications (Sections VII.)</p>													
13.1	<p>Completed and signed Financial Bid Form. Bidder must use, accomplish and submit Financial Bid Form hereto attached Annex VI-A and Annex VI-B.</p> <table border="1" data-bbox="332 1587 1425 1850"> <thead> <tr> <th rowspan="2">Annex</th> <th rowspan="2">Lot No.</th> <th rowspan="2">Description</th> <th>ABC P (VAT Inclusive)</th> </tr> <tr> <th>Total</th> </tr> </thead> <tbody> <tr> <td>VI-A</td> <td>1</td> <td>Supply and Delivery of Three (3) Units of Smart Lab (All-In-One Equipment) for the SRDSD Laboratory Project</td> <td>1,396,845.00</td> </tr> <tr> <td>VI-B</td> <td>2</td> <td>Supply and Delivery of ICT Equipment for the SRDSD Laboratory Project</td> <td>1,075,000.00</td> </tr> </tbody> </table> <p>The ABC is inclusive of VAT. Any proposal with a financial component exceeding the ABC shall not be accepted. Further, the sum of bid for each</p>	Annex	Lot No.	Description	ABC P (VAT Inclusive)	Total	VI-A	1	Supply and Delivery of Three (3) Units of Smart Lab (All-In-One Equipment) for the SRDSD Laboratory Project	1,396,845.00	VI-B	2	Supply and Delivery of ICT Equipment for the SRDSD Laboratory Project	1,075,000.00
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	item indicated in the Detailed Financial Breakdown per Annex VII-A and Annex VII-B must be equal to the signed and submitted Financial Bid Form per Annex VI-A and Annex VI-B.													
13.1.(b))	No further instructions.													
13.1(c)	Bid for each item in the lot indicated in the Detailed Financial Breakdown as per Annex VII-A and Annex VII-B must be equal to the signed submitted Financial Bid Form (Annex VI-A and Annex VI-B) and must not exceed the total lot ABC.													
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15.4.(b))	No incidental services are required.													
16.1.(b))	The Bid prices for Goods supplied from outside of the Philippines shall be quoted in Philippine Pesos.													
16.3	No further instructions.													
17.1	No further instructions.													
18.1	Bid Security shall be issued in favor of the DEPARTMENT OF INFORMATION AND COMMUNICATIONS TECHNOLOGY (DICT) valid													

	<p>at least one hundred twenty (120) calendar days after date of bid opening in any of the following forms:</p> <p>a) BID SECURING DECLARATION per Annex IV; or</p> <p>b) Cashier's / Manager's Check equivalent to at least 2% of ABC issued by a Local or Universal or Local Commercial Bank.</p>															
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18.2	The bid security shall be valid for one hundred twenty (120) calendar days from the date of opening of bids.															
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20.3	<p>Each Bidder shall submit one (1) original and two (2) copies of the first and second components of its bid.</p> <p>First envelope must contain three (3) copies of Eligibility and Technical documents duly marked as "Original Copy", "Duplicate Copy", and "Triplicate Copy".</p> <p>Second envelope must contain three (3) copies of Financial documents duly marked as "Original Copy", "Duplicate Copy", and "Triplicate Copy".</p> <p>All envelopes shall:</p> <p>a) Contain the name of the contract to be bid in capital letters;</p> <p>b) Bear the name and address of the Bidder in capital letters;</p> <p>c) Be addressed to the Procuring Entity's BAC in accordance with ITB Clause 1.1;</p> <p>d) Bear the specific identification of this bidding process indicated in the ITB Clause 1.2; and</p>															

	<p>e) Bear a warning "DO NO OPEN BEFORE..." the date and time for the opening of bids, in accordance with ITB Clause 21.</p>
	<p>TO : DEPARTMENT OF INFORMATION AND COMMUNICATIONS TECHNOLOGY</p> <p>FROM : _____ (Name of Bidder in Capital Letters)</p> <p>ADDRESS : _____ (Address of Bidder in Capital Letters)</p> <p>PROJECT : SUPPLY AND DELIVERY OF THREE (3) BRAND NEW UNITS OF SMART LAB AND VARIOUS ICT EQUIPMENT FOR THE STRATEGIC RESEARCH AND DEVELOPMENT SERVICE DIVISION LABORATORY PROJECT</p> <p>BID REF NO : DICTBAC-2016-09-009</p> <p>(In Capital Letters, Indicate the Phrase): "DO NOT OPEN BEFORE: 3 OCTOBER 2016, 1PM"</p>  <pre> graph LR ME[Mother Envelope] --- ET[Eligibility and Technical Documents] ME --- FD[Financial Documents] ET --- ET1[Eligibility and Technical Original Copy] ET --- ET2[Eligibility and Technical Duplicate Copy] ET --- ET3[Eligibility and Technical Triplicate Copy] FD --- F1[Financial Original Copy] FD --- F2[Financial Duplicate Copy] FD --- F3[Financial Triplicate Copy] </pre>
<p>21</p>	<p>The address for submission of bids is Department of Information and Communications Technology, C.P. Garcia Avenue, Diliman, Quezon City</p>

	The Deadline for Submission of Bids is 3 October 2016, 12 Noon.												
24.1	The place of bid opening is Department of Information and Communications Technology, C.P. Garcia Avenue, Diliman, Quezon City The Date and Time of Bid Opening is on 3 October 2016, 1PM.												
24.2	No further instructions.												
27.1	No further instructions.												
28.3	<p>Grouping and Evaluation of Lots—</p> <p>All Goods are grouped in lots listed below. Bidders shall have the option of submitting a proposal on any or all lots and evaluation and contract award will be undertaken on a per lot basis. Lots shall not be divided further into sub-lots for the purpose of bidding, evaluation, and contract award.</p> <table border="1"> <thead> <tr> <th>Lot No.</th> <th>Description</th> <th>Qty</th> <th>DICT ABC Total Price</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Supply and Delivery of Three (3) Units of Smart Lab (All-In-One Equipment) for the SRDSD Laboratory Project</td> <td>1 Lot</td> <td>1,396,845.00</td> </tr> <tr> <td>2</td> <td>Supply and Delivery of ICT Equipment for the SRDSD Laboratory Project</td> <td>1 lot</td> <td>1,075,000.00</td> </tr> </tbody> </table>	Lot No.	Description	Qty	DICT ABC Total Price	1	Supply and Delivery of Three (3) Units of Smart Lab (All-In-One Equipment) for the SRDSD Laboratory Project	1 Lot	1,396,845.00	2	Supply and Delivery of ICT Equipment for the SRDSD Laboratory Project	1 lot	1,075,000.00
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28.3.(b)	Bid modification is not allowed.												
28.4	No further instructions.												
29.2.(a) 29.2(b) 29.2(c) 29.2(d) & 29.2(e)	<p>Post Qualification: Within a non-extendible period of three (3) calendar days from receipt by the supplier of the Notice from the BAC that the supplier has the Single/Lowest Calculated Bid (S/LCB), the Supplier shall submit and/or present the following requirements for post qualification:</p> <ol style="list-style-type: none"> 1. Present original copy and submit copy of the following: <ol style="list-style-type: none"> a) Latest Income Tax Returns per Revenue Regulations 3-2005 Tax returns or tax returns filed through the Electronic Filing and Payments System (EFPS). The latest income and business tax returns are those within the last six months preceding the date of bid submission; (including VAT Returns and its corresponding proof of payment) 												

	<p>b) Valid and current Certificate of PhilGEPS Registration; and</p> <p>*In case of Joint Venture, both partners must present and submit above items 1.a. and 1.b.</p> <p>2. Present copy of the following:</p> <ul style="list-style-type: none">a) Company Profile (Annex X). Company printed brochure may be included.b) Vicinity / Location Map <p>*In case of Joint Venture, both partners must present copy of above items 2.a. and 2.b.</p> <p>3. Present original copy of the following:</p> <ul style="list-style-type: none">a) Registration Certificate from the Securities and Exchange Commission (SEC) for corporations, or from the Department of Trade and Industry (DTI) for sole proprietorship, or from the Cooperative Development Authority (CDA) for cooperatives;b) Business/Mayor's Permit for year 2016, issued by the city or municipality where the principal place of business of the prospective bidder is located;c) Valid and current Tax Clearance issued by the Collection and Enforcement Division of the Bureau of Internal Revenue Head Office per EO# 398 dated January 12, 2005; <p>*In case of Joint Venture, both partners must present copy of above items 3.a., 3.b. and 3.c.</p> <ul style="list-style-type: none">d) PO's or Contracts for all Ongoing Contracts as listed per submitted Annex I.e) Official Receipts (ORs) or Certificate of End User's Acceptance Statement relative to submitted Annex I-A (Statement of Completed Single Largest Contract of Similar Nature within the last five (5) years from the date of submission and receipt of bids)
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	<p>f) Duly signed and completed Technical Bid Form. Bidder must use, accomplish and submit the Technical Bid Form hereto attached as Annex X.</p> <p>g) Brochure (Brochure original or internet download) / Technical Data Sheet or equivalent document</p> <p>*Note: If in foreign language other than English, it must be accompanied by a translation of the documents in English. The documents shall be translated by the relevant foreign government agency, the foreign government agency authorized to translate documents, or a registered translator in the foreign bidder's country, and 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.</p> <p>h) Valid and Current Certificate of Distributorship / Dealership/ Resellership of the following product being offered, issued by the principal or manufacturer of the product (if Bidder is not the manufacturer). If not issued by manufacturer, must also submit certification / document linking bidder to the manufacturer.</p> <p>*Note: If in foreign language other than English, it must be accompanied by a translation of the documents in English. The documents shall be translated by the relevant foreign government agency, the foreign government agency authorized to translate documents, or a registered translator in the foreign bidder's country, and 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.</p> <p>Please also submit contact details of the person who issued the Certificate of Distribution, Dealership, or Resellership.</p> <p>i) Valid and Current ISO 9001 Quality Management System Certificate issued to the manufacturer by an Independent Certifying body.</p> <p>*Note: If in foreign language other than English, it must be accompanied by a translation of the documents in English. The</p>
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	<p>documents shall be translated by the relevant foreign government agency, the foreign government agency authorized to translate documents, or a registered translator in the foreign bidder's country, and 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.</p> <p>Please also submit contact details of the person who issued the ISO 9001 Quality Management System Certificate.</p> <p>j) List of authorized Service Centers in the Philippines (with available spare parts, indicating address, telephone & fax number/s, e-mail address & contact person). In the event of closure of business, termination of franchise / service center, the supplier shall notify the DICT accordingly of the new service centers with telephone numbers and address who can provide the needed parts, supplies and service</p> <p>Failure of the bidder, declared as Single/Lowest Calculated Bid (S/LCB), to duly submit the above requirements or a finding against the veracity of such shall be grounds for forfeiture of the bid security and disqualify the Bidder for award.</p> <p>As part of Post Qualification, eligibility and technical documents submitted by the S/LCB will be validated and verified. Furthermore, S/LCB product technical specifications will be validated to ensure compliance with the required specifications.</p>
32.4.(g))	No further instructions.

Section IV. General Condition of Contract

36. Definitions

36.1. In this Contract, the following terms shall be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between the Procuring Entity and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) "The Goods" means all of the supplies, equipment, machinery, spare parts, other materials and/or general support services which the Supplier is required to provide to the Procuring Entity under the Contract.
- (d) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- (e) "GCC" means the General Conditions of Contract contained in this Section.
- (f) "SCC" means the Special Conditions of Contract.
- (g) "The Procuring Entity" means the organization purchasing the Goods, as named in the **SCC**.
- (h) "The Procuring Entity's country" is the Philippines.
- (i) "The Supplier" means the individual contractor, manufacturer distributor, or firm supplying/manufacturing the Goods and Services under this Contract and named in the **SCC**.

- (j) The "Funding Source" means the organization named in the **SCC**.
- (k) "The Project Site," where applicable, means the place or places named in the **SCC**.
- (l) "Day" means calendar day.
- (m) The "Effective Date" of the contract will be the date of receipt by the Supplier of the Notice to Proceed or the date provided in the Notice to Proceed. Performance of all obligations shall be reckoned from the Effective Date of the Contract.
- (n) "Verified Report" refers to the report submitted by the Implementing Unit to the Head of the Procuring Entity setting forth its findings as to the existence of grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.

37. Corrupt, Fraudulent, Collusive, and Coercive Practices

37.1. Unless otherwise provided in the **SCC**, the Procuring Entity as well as the bidders, contractors, or suppliers shall observe the highest standard of ethics during the procurement and execution of this Contract. In pursuance of this policy, the Procuring Entity:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the Government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019.

- (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.
- (iii) "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.
- (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
- (v) "obstructive practice" is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or
 - (bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.

- (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.

37.2. Further the Funding Source, Borrower or Procuring Entity, as appropriate, will seek to impose the maximum civil, administrative and/or criminal penalties available under the applicable law on individuals and organizations deemed to be involved with any of the practices mentioned in **GCC** Clause 37.1.(a).

38. Inspection and Audit by the Funding Source

The Supplier shall permit the Funding Source to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Funding Source, if so required by the Funding Source.

39. Governing Law and Language

39.1. This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines.

39.2. This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All correspondence and other documents pertaining to this Contract exchanged by the parties shall be written in English.

40. Notices

40.1. Any notice, request, or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request, or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the **SCC**, which shall be effective when delivered and duly received or on the notice's effective date, whichever is later.

- 40.2. A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the **SCC** for **GCC** Clause 40.1.

41. Scope of Contract

- 41.1. The GOODS and Related Services to be provided shall be as specified in Section VIII. Bidding Forms of this Bidding Documents.
- 41.2. 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. Any additional requirements for the completion of this Contract shall be provided in the **SCC**.

42. Subcontracting

- 42.1. Subcontracting of any portion of the Goods, if allowed in the **BDS**, does not relieve the Supplier of any liability or obligation under this Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants or workmen.
- 42.2. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract, subject to compliance with the required qualifications and the approval of the Procuring Entity.

43. Procuring Entity's Responsibilities

- 43.1. Whenever the performance of the obligations in this Contract requires that the Supplier obtain permits, approvals, import, and other licenses from local public authorities, the Procuring Entity shall, if so needed by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.
- 43.2. The Procuring Entity shall pay all costs involved in the performance of its responsibilities in accordance with **GCC** Clause 41.

44. Prices

- 44.1. For the given scope of work in this Contract as awarded, all bid prices are considered fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances and upon prior approval of the GPPB in accordance with Section 61 of R.A. 9184 and its IRR or except as provided in this Clause.
- 44.2. Prices charged by the Supplier for Goods delivered and/or services performed under this Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any change in price resulting from a Change Order issued in accordance with **GCC** Clause 64.

45. Payment

- 45.1. Payments shall be made only upon a certification by the Head of the Procuring Entity to the effect that the Goods have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted. Except with the prior approval of the President no payment shall be made for services not yet rendered or for supplies and materials not yet delivered under this Contract. Ten percent (10%) of the amount of each payment shall be retained by the Procuring Entity to cover the Supplier's warranty obligations under this Contract as described in **GCC** Clause 52.
- 45.2. The Supplier's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and/or Services performed, and by documents submitted pursuant to the **SCC** provision for **GCC** Clause 41.2, and upon fulfillment of other obligations stipulated in this Contract.
- 45.3. Pursuant to **GCC** Clause 45.2, payments shall be made promptly by the Procuring Entity, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.
- 45.4. Unless otherwise provided in the SCC, the currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.

46. Advance Payment and Terms of Payment

- 46.1. Advance payment shall be made only after prior approval of the President, and shall not exceed fifteen percent (15%) of the Contract amount, unless otherwise directed by the President or in cases allowed under Annex "D" of RA 9184.
- 46.2. For Goods supplied from abroad, the terms of payment shall be as follows:
- (a) On Contract Signature: Fifteen percent (15%) of the Contract Price shall be paid within sixty (60) days from signing of the Contract and upon submission of a claim and a bank guarantee for the equivalent amount valid until the Goods are delivered and in the form provided in Section VIII. Bidding Forms.
 - (b) On Delivery: Sixty Five percent (65%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the SCC provision on Delivery and Documents.
 - (c) On Acceptance: The remaining twenty percent (20%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the Procuring Entity's authorized representative. In the event that no inspection or acceptance certificate is issued by the Procuring Entity's authorized representative within forty five (45) days of the date shown on the delivery receipt the Supplier shall have the right to claim payment of the remaining twenty percent (20%) subject to the Procuring Entity's own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the SCC provision on Delivery and Documents.
- 46.3. All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.

47. Taxes and Duties

The Supplier, whether local or foreign, shall be entirely responsible for all the necessary taxes, stamp duties, license fees, and other such levies imposed for the completion of this Contract.

48. Performance Security

- 48.1. Within ten (10) calendar days from receipt of the Notice of Award 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 the forms prescribed in the **ITB** Clause 33.2.
- 48.2. The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the winning bidder is in default in any of its obligations under the contract.
- 48.3. The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.
- 48.4. The performance security may be released by the Procuring Entity and returned to the Supplier after the issuance of the Certificate of Final Acceptance subject to the following conditions:
 - (a) There are no pending claims against the Supplier or the surety company filed by the Procuring Entity;
 - (b) The Supplier has no pending claims for labor and materials filed against it; and
 - (c) Other terms specified in the **SCC**.
- 48.5. In case of a reduction of the contract value, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

49. Use of Contract Documents and Information

- 49.1. The Supplier shall not, except for purposes of performing the obligations in this Contract, without the Procuring Entity's prior written consent, disclose this Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

- 49.2. Any document, other than this Contract itself, enumerated in **GCC** Clause 49.1 shall remain the property of the Procuring Entity and shall be returned (all copies) to the Procuring Entity on completion of the Supplier's performance under this Contract if so required by the Procuring Entity.

50. Standards

The Goods provided under this Contract shall conform to the standards mentioned in the Section VII. Technical Specification; and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the institution concerned.

51. Inspection and Tests

- 51.1. The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Entity. The **SCC** and **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.
- 51.2. If applicable, the inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity. The Supplier shall provide the Procuring Entity with results of such inspections and tests.
- 51.3. The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in this Clause provided that the Procuring Entity shall bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 51.4. The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the

specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to **GCC** Clause 40.

- 51.5. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, shall release the Supplier from any warranties or other obligations under this Contract.

52. Warranty

- 52.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the technical specifications required by the Procuring Entity provides otherwise.
- 52.2. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 52.3. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier for a minimum period specified in the **SCC**. The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to at least ten percent (10%) of the final payment, or a special bank guarantee equivalent to at least ten percent (10%) of the Contract Price or other such amount if so specified in the **SCC**. The said amounts shall only be released after the lapse of the warranty period specified in the **SCC**; provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.
- 52.4. 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, within the period specified in the **SCC** and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Procuring Entity.

52.5. If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in **GCC** Clause 52.4, the Procuring Entity may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract and under the applicable law.

53. Delays in the Supplier's Performance

53.1. Delivery of the Goods and/or performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in Section VI. Schedule of Requirements.

53.2. If at any time during the performance of this Contract, the Supplier or its Subcontractor(s) should encounter conditions impeding timely delivery of the Goods and/or performance of Services, the Supplier shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, and upon causes provided for under **GCC** Clause 57, the Procuring Entity shall evaluate the situation and may extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of Contract.

53.3. Except as provided under **GCC** Clause 57, a delay by the Supplier in the performance of its obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to **GCC** Clause 54, unless an extension of time is agreed upon pursuant to **GCC** Clause 64 without the application of liquidated damages.

54. Liquidated Damages

Subject to **GCC** Clauses 53 and 57, if the Supplier fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the Procuring Entity shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every

day of delay until actual delivery or performance. The maximum deduction shall be ten percent (10%) of the amount of contract. Once the maximum is reached, the Procuring Entity shall rescind the Contract pursuant to **GCC** Clause 58, without prejudice to other courses of action and remedies open to it.

55. Settlement of Disputes

55.1. If any dispute or difference of any kind whatsoever shall arise between the Procuring Entity and the Supplier in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

55.2. If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

55.3. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under this Contract.

55.4. In the case of a dispute between the Procuring Entity and the Supplier, the dispute shall be resolved in accordance with Republic Act 9285 ("R.A. 9285"), otherwise known as the "Alternative Dispute Resolution Act of 2004."

55.5. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Procuring Entity shall pay the Supplier any monies due the Supplier.

56. Liability of the Supplier

56.1. The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines, subject to additional provisions, if any, set forth in the **SCC**.

56.2. Except in cases of criminal negligence or willful misconduct, and in the case of infringement of patent rights, if applicable, the

aggregate liability of the Supplier to the Procuring Entity shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

57. Force Majeure

- 57.1. The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the Supplier's delay in performance or other failure to perform its obligations under the Contract is the result of a *force majeure*.
- 57.2. For purposes of this Contract the terms "*force majeure*" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or *force majeure* shall be interpreted to mean an event which the Contractor could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Contractor. Such events may include, but not limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 57.3. If a *force majeure* situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the *force majeure*.

58. Termination for Default

- 58.1. The Procuring Entity shall terminate this Contract for default when any of the following conditions attends its implementation:
 - (a) Outside of *force majeure*, the Supplier fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contact price;

- (b) As a result of *force majeure*, the Supplier is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days after receipt of the notice from the Procuring Entity stating that the circumstance of force majeure is deemed to have ceased; or
- (c) The Supplier fails to perform any other obligation under the Contract.

58.2. In the event the Procuring Entity terminates this Contract in whole or in part, for any of the reasons provided under **GCC** Clauses 58 to 61, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Entity for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of this Contract to the extent not terminated.

58.3. In case the delay in the delivery of the Goods and/or performance of the Services exceeds a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the Supplier, the Procuring Entity may terminate this Contract, forfeit the Supplier's performance security and award the same to a qualified Supplier.

59. Termination for Insolvency

The Procuring Entity shall terminate this Contract if the Supplier is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Supplier.

60. Termination for Convenience

60.1. The Procuring Entity may terminate this Contract, in whole or in part, at any time for its convenience. The Head of the Procuring Entity may terminate a contract for the convenience of the Government if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited

to, fortuitous event(s) or changes in law and national government policies.

60.2. The Goods that have been delivered and/or performed or are ready for delivery or performance within thirty (30) calendar days after the Supplier's receipt of Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices. For Goods not yet performed and/or ready for delivery, the Procuring Entity may elect:

- (a) to have any portion delivered and/or performed and paid at the contract terms and prices; and/or
- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed and/or performed goods and for materials and parts previously procured by the Supplier.

60.3. If the Supplier suffers loss in its initial performance of the terminated contract, such as purchase of raw materials for goods specially manufactured for the Procuring Entity which cannot be sold in open market, it shall be allowed to recover partially from this Contract, on a *quantum meruit* basis. Before recovery may be made, the fact of loss must be established under oath by the Supplier to the satisfaction of the Procuring Entity before recovery may be made.

61. Termination for Unlawful Acts

61.1. The Procuring Entity may terminate this Contract in case it is determined *prima facie* that the Supplier has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:

- (a) Corrupt, fraudulent, and coercive practices as defined in **ITB** Clause 3.1.(a);
- (b) Drawing up or using forged documents;
- (c) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
- (d) Any other act analogous to the foregoing.

62. Procedures for Termination of Contracts

- 62.1. The following provisions shall govern the procedures for termination of this Contract:
- (a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;
 - (b) Upon recommendation by the Implementing Unit, the Head of the Procuring Entity shall terminate this Contract only by a written notice to the Supplier conveying the termination of this Contract. The notice shall state:
 - (i) that this Contract is being terminated for any of the ground(s) afore-mentioned, and a statement of the acts that constitute the ground(s) constituting the same;
 - (ii) the extent of termination, whether in whole or in part;
 - (iii) an instruction to the Supplier to show cause as to why this Contract should not be terminated; and
 - (iv) special instructions of the Procuring Entity, if any.
 - (c) The Notice to Terminate shall be accompanied by a copy of the Verified Report;
 - (d) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the Head of the Procuring Entity a verified position paper stating why this Contract should not be terminated. If the Supplier fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the Head of the Procuring Entity shall issue an order terminating this Contract;
 - (e) The Procuring Entity may, at any time before receipt of the Supplier's verified position paper described in item (d) above

withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Supplier's receipt of the notice;

- (f) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the Head of the Procuring Entity shall decide whether or not to terminate this Contract. It shall serve a written notice to the Supplier of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Supplier of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate;
- (g) The Head of the Procuring Entity may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the Head of the Procuring Entity; and
- (h) The Supplier must serve a written notice to the Procuring Entity of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The Contract is deemed terminated if it is not resumed in thirty (30) calendar days after the receipt of such notice by the Procuring Entity.

63. Assignment of Rights

The Supplier shall not assign his rights or obligations under this Contract, in whole or in part, except with the Procuring Entity's prior written consent.

64. Contract Amendment

Subject to applicable laws, no variation in or modification of the terms of this Contract shall be made except by written amendment signed by the parties.

65. Application

These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of this Contract.

Section V. Special Conditions of Contract (SCC)

Special Conditions of Contract

GCC Clause	
36.1.(g)	The Procuring Entity is DEPARTMENT OF INFORMATION AND COMMUNICATIONS TECHNOLOGY (DICT) .
36.1.(i)	Authorized Philippine Suppliers / Distributors / Dealers for the Supply and Delivery of Three (3) Brand New Units of Smart Lab and Various ICT Equipment for the Strategic Research and Development Service Division Laboratory Project
36.1.(j)	The Funding Source is from the Government of the Philippines (GOP) through 2016 General Appropriations Act in the amount of Pesos: Two Million Four Hundred Seventy One Thousand Eight Hundred Forty Five Pesos (PhP2,471,845.00)
36.1.(k)	The Project Site is in the DICT Building, C.P. Garcia Avenue, Diliman, QC which is defined in Section VI. Schedule of Requirements
40.1	<p>The Procuring Entity’s addressee, address and contact person for Notices is:</p> <p>RODOLFO A. SALALIMA Department Secretary Department of Information and Communications Technology DICT Building, Carlos P. Garcia Avenue, Diliman, Quezon City Telephone No.: +63-02-426/4261528 Fax Number:+63-02-4261525</p> <p>Contact Person SIEGFRIED L. BATUCAN Service Director System and Infrastructure Development Service (SIDS) Department of Information and Communications Technology Carlos P. Garcia Avenue, UP Diliman, Quezon City Tel. No. +63-2-9200101 local 3800 Email address: siegfried.batucan@dict.gov.ph Website: www.dict.gov.ph</p>
41.2	<p>Delivery and Documents – For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p>

For Goods Supplied from Abroad:

The delivery terms applicable to the Contract are DDP delivered Project Site. In accordance with INCOTERMS.”

For Goods Supplied from Within the Philippines:

The delivery terms applicable to this Contract are delivered Project Site. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.

Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in **Section VI. Schedule of Requirements**. The details of shipping and/or other documents to be furnished by the Supplier are as follows:

For Goods supplied from within the Philippines:

Upon delivery of the Goods to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents to the Procuring Entity:

- (i) Original and four copies of the Supplier’s invoice showing Goods’ description, quantity, unit price, and total amount;
- (ii) Original and four copies delivery receipt/note, railway receipt, or truck receipt;
- (iii) Original Supplier’s factory inspection report;
- (iv) Original and four copies of the Manufacturer’s and/or Supplier’s warranty certificate;
- (v) Original and four copies of the certificate of origin (for imported Goods);
- (vi) Delivery receipt detailing number and description of items received signed by the authorized receiving personnel;
- (vii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity’s representative at the Project Site; and

- (viii) Four copies of the Invoice Receipt for Property signed by the Procuring Entity's representative at the Project Site.

For Goods supplied from abroad:

Upon shipment, the Supplier shall notify the Procuring Entity and the insurance company by cable the full details of the shipment, including Contract Number, description of the Goods, quantity, vessel, bill of lading number and date, port of loading, date of shipment, port of discharge etc. Upon delivery to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents as applicable with the documentary requirements of any letter of credit issued taking precedence:

- (i) Original and four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- (ii) Original and four copies of the negotiable, clean shipped on board bill of lading marked "freight pre-paid" and five copies of the non-negotiable bill of lading ;
- (iii) Original Supplier's factory inspection report;
- (iv) Original and four copies of the Manufacturer's and/or Supplier's warranty certificate;
- (v) Original and four copies of the certificate of origin (for imported Goods);
- (vi) Delivery receipt detailing number and description of items received signed by the Procuring Entity's representative at the Project Site;
- (vii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site; and
- (viii) Four copies of the Invoice Receipt for Property signed by the Procuring Entity's representative at the Project Site.

For purposes of this Clause the Procuring Entity's Representative at the Project Site is the Property Officer.

Incidental Services –

The Supplier is required to provide all of the following services, including additional services, if any, specified in **Section VI. Schedule of Requirements**. The following items are required:

1. Furnishing of a detailed operations manual for each appropriate unit of the supplied Goods;
2. Performance or supervision or maintenance and/or repair of the supplied Goods, within the warranty period; and
3. Training of the Procuring Entity’s personnel, at the agreed site that includes assembly, start-up, operation, and maintenance of the supplied Goods.

The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

Spare Parts –

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

1. 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 required are listed in **Error! Reference source not found.** and the cost thereof are included in the Contract Price

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods for a period of three years.

Other spare parts and components shall be supplied as promptly as possible,

but in any case within 36 months of placing the order.

Packaging –

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the GOODS’ final destination and the absence of heavy handling facilities at all Point in transit.

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.

The outer packaging must be clearly marked on at least four (4) sides as follows:

- Name of the Procuring Entity
- Name of the Supplier
- Contract Description
- Final Destination
- Gross weight
- Any special lifting instructions
- Any special handling instructions
- Any relevant HAZCHEM classifications

A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.

Insurance –

The Goods supplied under this Contract shall be fully insured by the Supplier in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery. The Goods remain at the risk and title of the Supplier until their final acceptance by the Procuring Entity.

	<p>Transportation – Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</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 <i>force majeure</i> in accordance with GCC Clause 22.</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>Patent Rights – The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>										
10.4	No further instructions.										
48.4.(c)	No further instructions.										
51.1	Refer to Section VI. Technical Specifications.										
52.3	<p>In order to assure that the manufacturing defects shall be corrected by the supplier, the warranty period for this project shall be as follows:</p> <table border="1" data-bbox="375 1892 1458 1921"> <thead> <tr> <th data-bbox="375 1892 451 1921">Lot</th> <th data-bbox="451 1892 1045 1921">Description</th> <th data-bbox="1045 1892 1122 1921">Qty</th> <th data-bbox="1122 1892 1312 1921">DICT ABC</th> <th data-bbox="1312 1892 1458 1921">Warranty</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Lot	Description	Qty	DICT ABC	Warranty					
Lot	Description	Qty	DICT ABC	Warranty							

No.			Total Price	Period
1	Supply and Delivery of Three (3) Units of Smart Lab (All-In-One Equipment) for the SRDSD Laboratory Project	1 lot	1,396,845.00	One (1) Year
2	Supply and Delivery of ICT Equipment for the SRDSD Laboratory Project	1 lot	1,075,000.00	One (1) Year
	<p>The warranty shall cover full replacement of defective items, free of charge, including labor, spare parts and materials.</p> <p>The obligation for the warranty for each item being bid shall be covered either of the following:</p> <ul style="list-style-type: none"> • Retention Money equivalent to 10% of the total contract or • Special Bank Guarantee equivalent to 10% of the total contract <p>A retention of ten percent (10%) of the total price will be withheld during the warranty period. However, retention money can be released provided a Special Guarantee issued by a local commercial bank equivalent to the 10% retention money is submitted.</p>			
52.4	The period for correction of defects in the warranty period is within fifteen (15) calendar days after receipt of Notice of Defects.			
56.1	No additional provision, however, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.			

Section VI.

Schedule of Requirements

**SUPPLY AND DELIVERY OF THREE (3) BRAND NEW UNITS OF SMART LAB AND VARIOUS ICT EQUIPMENT FOR THE STRATEGIC RESEARCH AND DEVELOPMENT SERVICE DIVISION LABORATORY PROJECT
DICTBAC-2016-09-009**

Schedule of Requirement

The delivery schedule shall be as follows:

Please Check Lot Being Bid	Lot No.	Description	Qty	ABC (PhP)	Delivery Schedule	Delivery Place
<input type="checkbox"/>	1	Supply and Delivery of Three (3) Units of Smart Lab (All-In-One Equipment) for the Strategic Research and Development Services Division Laboratory Project	1 Lot	1,396,845.00	Fifty (50) calendar days from receipt of Notice to Proceed	Department of Information and Communications Technology Building
<input type="checkbox"/>	2	Supply and Delivery of ICT Equipment for the Strategic Research and Development Service Division Laboratory Project	1 Lot	1,075,000.00	Thirty Five (35) calendar days from receipt of Notice to Proceed	Department of Information and Communications Technology Building

I hereby commit to comply and deliver all the above requirements in accordance with the above-stated schedule.

Name of Company

Signature Over Printed Name
Of Authorized Representative

Date

Section VII.

Technical Specifications

**SUPPLY AND DELIVERY OF THREE (3) BRAND NEW UNITS OF SMART
LAB AND VARIOUS ICT EQUIPMENT FOR THE STRATEGIC RESEARCH
AND DEVELOPMENT SERVICE DIVISION LABORATORY PROJECT
DICTBAC-2016-09-009**

TECHNICAL SPECIFICATIONS

**LOT 1 Supply and Delivery of Three (3) Units of Smart Lab (All-In-One
Equipment) for Strategic Research and Development Services Division
Laboratory Project**

INSTRUCTION TO THE SUPPLIER: Indicate **"COMPLY"** per line number under **Bidder's Statement of Compliance** if Bidder can meet the technical specifications and project requirements. **DO NOT LEAVE ANY BLANK. A "YES" or "NO" ENTRY WILL NOT BE ACCEPTED. FAILURE TO CONFORM WILL RESULT IN A RATING OF "FAILED"**.

CLAUSE	MINIMUM SPECIFICATIONS	STATEMENT OF COMPLIANCE
I. BACKGROUND OF THE PROJECT		
A.	<p>General Overview of the Project</p> <p>This section defines the Scope of Work of the supplier in delivering the Smart Lab equipment needed for the establishment of Strategic Research and Development Service Division (SRDSD) laboratory project.</p>	
B.	<p>Background</p> <p>The project aims to establish a Research and Development (R & D) laboratory facility of the Department of Information and Communication Technology (DICT).</p> <p>The R & D laboratory will support and help researchers and engineers in using the communication test and measurement equipment, services for laboratory and manufacturing test products, for R&D and validation purposes, and mobile device testing including radio frequency (RF) monitoring.</p> <p>Furthermore, the project aims to strengthen the capacity building of DICT's engineers, researchers, computer enthusiasts and collaborative partners of the Department in the research and development category.</p> <p>Finally, the DICT through its Systems and Infrastructure Development Service (SIDS) seeks to procure the three (3) units Smart Lab (All-in-One equipment) as enumerated in Section III. Scope of Works.</p>	

<p>C.</p>	<p>Approved Budget for the Contract (ABC)</p> <p>The ABC for this project is One Million Three Hundred Ninety Six Thousand Eight Hundred Forty Five Pesos (PhP 1,396,845.00) to be sourced from the General Appropriation Act of 2016.</p>	
<p>II. METHOD OF PROCUREMENT</p>		
<p>A.</p>	<p>PURPOSE OF THE PROCUREMENT</p> <p>The main objective of the proposal is to procure Smart Lab. Smart Lab means a testing equipment with (1) Mixed Signal Oscilloscope, (2) Digital Channels / Logic Analyzer, (3) Function Generator, (4) Digital I /O, (5) Digital Multimeter, (6) Connectivity, (7) Programmable DC Power Supply, and (8) Warranty (All-in-One Equipment) for the establishment of the R and D laboratory facilities. All-in-One Instrument combines five (5) instruments into one device. Each instrument can be used into one device by integrating it with Personal Computers. The device can be used in the circuit design, debugging, test instrumentation and validation by Engineers and Researchers.</p>	
<p>B.</p>	<p>MODE OF PROCUREMENT</p> <p>This procurement shall be done through Competitive Public Bidding.</p>	
<p>C.</p>	<p>NATURE OF PROCUREMENT</p> <p>The project title, "Supply and Delivery of Supply and Delivery of Three (3) Unit Smart Lab (All-in-One Equipment) for SRDSD Laboratory Project" as described in the Technical Specification shall be referred as the "GOODS".</p>	
<p>III. SCOPE OF WORK</p>		
<p>A.</p>	<p>Technical Specifications</p> <p>This section defines the minimum technical specifications to be followed in the execution of works under the contract.</p>	
<p>A.1.</p>	<p>ALL-IN-ONE DEVICE (One Piece per Unit) – Three (3) Unit/ Bench</p>	

Features	Technical Specifications
1. Mixed Signal Oscilloscope – Three (3) Pieces	
<ul style="list-style-type: none"> <i>Vertical System (Analog Channels)</i> 	
Number of channels	4 single-ended, non-isolated
Bandwidth	350 MHz
Resolution	8 bits
Input coupling	DC, AC
Vertical sensitivity (range)	5 mV/div (40 mVpk-pk) 10 mV/div (100 mVpk-pk) 20 mV/div (200 mVpk-pk) 50 mV/div (400 mVpk-pk) 100 mV/div (1 Vpk-pk) 200 mV/div (2 Vpk-pk) 500 mV/div (4 Vpk-pk) 1 V/div (10 Vpk-pk) 2 V/div (20 Vpk-pk) 5 V/div (40 Vpk-pk)
Input impedance (user selectable)	1 M Ω 15 pF or 50 Ω
Acquisition modes	Sample, peak detect, averaging
<ul style="list-style-type: none"> <i>Horizontal System</i> 	
Sample rate	1.5 GS/s single channel, 500 MS/s/channel, dual channel
Maximum record length	1 MS/channel

Features	Technical Specifications
2. Digital Channels/Logic Analyzer – Three (3) Pieces	
• <i>Vertical System</i>	
Number of channels	34
Maximum input frequency	100 MHz
Input voltage	0 V to 5 V
Input current	≤50 μA
Input threshold	Programmable, 0 V to 2.0 V
Threshold accuracy	350 mV
Input impedance	100 kΩ 7.5 pF (nominal) pulled to -2.0 V to +6.5 V, varies with the input threshold setting
Additional/internal channels	Digital I/O lines, function generator start, external trigger (TRIG), power line frequency
• <i>Horizontal System</i>	
Timing mode sample rate	1 GS/s (down to ~15 kS/s)
Maximum external sample clock rate	100 MHz
Record length	Typical 1 MS, Minimum 4 kS
Decimation	External Sample Clock, 1:1, 2:1, and n*4:1 where n is an integer
• <i>Triggering</i>	
Trigger modes	Normal, Auto, Single, Force
Trigger sources	Oscilloscope analog channels, oscilloscope digital channels, function generator start, digital I/O lines, external trigger (TRIG), power line frequency
Trigger types	Analog Edge with hysteresis, Digital Edge, glitch, level, pattern
Trigger resolution	Analog/oscilloscope = 667 ps Digital/logic analyzer = 1 ns Trigger export = Available through external trigger (TRIG)
• <i>Waveform Measurements</i>	
Oscilloscope time ⁶	Period, frequency, positive duty cycle, negative duty cycle, positive pulse width, negative pulse width, rise time, fall time, rise rate, fall rate
Oscilloscope voltage ⁶	High, low, amplitude, maximum, minimum, peak-to-peak, overshoot, undershoot, RMS, mean, cycle RMS, cycle mean
Logic analyzer time ⁶	Period, frequency, positive duty cycle, negative duty cycle, positive pulse width, negative pulse width
• <i>Waveform Math</i>	
Operations	A + B, A - B, A * B, A/B, FFT

Features	Technical Specifications
3. Function Generator (FGEN) – Three (3) Pieces	
Waveforms	Sine, square, ramp/triangle, DC, arbitrary
Update rate	125 MS/s
Resolution	14 bits
Number of channels	1
Output impedance	50 Ω
Switchable filter	36 MHz lowpass, 7-pole, elliptical
Sine	Frequency: 20 MHz, Total Harmonic Distortion (THD): 1 MHz - 55 dBc, 10 MHz -50 dBc
Spurious Free Dynamic Range (SFDR)	-70 dB at 1 MHz (non-harmonic)
Phase noise (1 MHz)	-125 dBc/Hz at 10 kHz offset
Square	Maximum frequency: 5 MHz, Rise/fall time: <20 ns (10% to 90%), Overshoot: <5%, Jitter: 8 ns cycle-to-cycle
Ramp/triangle maximum frequency	1 MHz
Accuracy (with >10 kΩ load)	Amplitude (1 kHz sine) ±(1% of output value ± 5 mV); DC ±(1% of output value ± 5 mV)
Output range	50 Ω ±6 V; Hi-Z (>10 kΩ) ±12 V
DC offset	50 Ω ±6 V; Hi-Z (>10 kΩ) ±12 V
4. Digital I/O– Three (3) Pieces	
Number of channels	8
Direction control	Input or output, software-selectable
Logic level	5 V compatible TTL input, 3.3 V LVTTTL output
Drive strength	4 mA
Input voltage	0 V to 5 V
DIO channel pull resistors	10 kΩ, pull-down on dig/<0..7>, 1.5 kΩ, configurable pull-up to 3.3 V on dig/<6,7>
External Power (3.3 V output)	
Voltage	3.3 V ±10%
Current	20 mA

	<table border="1"> <thead> <tr> <th>Features</th> <th>Technical Specifications</th> </tr> </thead> <tbody> <tr> <td colspan="2">5. Digital Multimeter - Three (3) Pieces</td> </tr> <tr> <td>Functions</td> <td>DC voltage, AC voltage, DC current, AC current, resistance, diode, continuity</td> </tr> <tr> <td>Resolution</td> <td>5½ digits</td> </tr> <tr> <td>Sample rate</td> <td>5 S/s</td> </tr> <tr> <td>Maximum common-mode voltage</td> <td>300 V DC or ACrms</td> </tr> </tbody> </table>	Features	Technical Specifications	5. Digital Multimeter - Three (3) Pieces		Functions	DC voltage, AC voltage, DC current, AC current, resistance, diode, continuity	Resolution	5½ digits	Sample rate	5 S/s	Maximum common-mode voltage	300 V DC or ACrms	
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A.2.	ACCESSORIES OF ALL-IN-ONE EQUIPMENT – Three (3) Sets													

DEPARTMENT OF INFORMATION AND COMMUNICATIONS TECHNOLOGY

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	Features	Remarks	
	DMM Probe Set with Alligator Clips, Space Connectors, Spring Hooks	Three (3) – Sets :Or equivalent to the product being offered	
	CAT-5E Ethernet Cable (2M)	Three (3) – Sets :Or equivalent to the product being offered	
	USB Cable with Locking Screw (2M)	Three (3) – Sets :Or equivalent to the product being offered	
	Set of 6 logic Analyzer Grabbers	Three (3) – Sets :Or equivalent to the product being offered	
	Soft Carrying Case for the Unit	Three (3) – Sets :Or equivalent to the product being offered	
	Replacement Fuses for the device.	Three (3) – Sets :Or equivalent to the product being offered	
	Power Cord for the Device:	Three (3) –Piece of the Power cord shall be included in the package.	
A.3.	Please refer to Section E for more details.		
B.	<p>Deliverables</p> <p>B.1. Documentation</p> <p>All documentation for the implementation of the project shall all be in English, in good quality standard size A4 paper and be made available as an electronic file.</p> <ul style="list-style-type: none"> • It must provide Instruction Manuals. • Warranty Certificate, and • List of Service/Support Centers in the Philippines 		
C.	<p>Duration of the Contract</p> <p>The Supply, Delivery and Training Services of this project shall be made within the period of Fifty (50) calendar days from the receipt of Notice to Proceed (NTP) and the approved Purchase Order (PO). However, applicable warranty shall apply only upon the issuance of the acceptance certificate. Please see applicable Timelines for Implementation of the Project (Section VI).</p>		
D.	<p>Warranty</p> <p>Warranty for all items purchased must conform to the indicated warranty of DICT’s items procured.</p> <p>The warranty period shall commence after the issuance of the acceptance certificate.</p>		

<p>E.</p>	<p>Training on development of the product to be supplied must include topics on:</p> <ul style="list-style-type: none"> • Features of the Product • Laboratory Exercises and Applications <p>Training shall be provided to at least twelve (12) selected personnel within the date and time (at least five (5) calendar days) as set by the DICT Office and the service provider for such purpose. The venue including meals, AM and PM snacks shall be provided by the winning bidder within the vicinity of Metro Manila (Quezon City or Manila).</p> <p>Proof of completion of the required training to be conducted shall be the issuance of training certificates to the participants.</p>	
<p>IV. ACCEPTANCE</p>		
<p>A.</p>	<p>Scope</p> <p>This section defines the acceptance requirements and specifies related activities to be undertaken by the supplier and DICT’s Inspection team.</p> <p>Acceptance by the DICT shall be executed only if testing requirements have been successfully accomplished/passed and training has conducted completely by the service provider.</p>	
<p>B.</p>	<p>Testing Criteria and Process Acceptance</p> <p>1. Physical Test. The DICT’s inspection team shall conduct an actual physical inspection of the delivered equipment. The delivered equipment shall conform the following criteria:</p> <ul style="list-style-type: none"> • That the delivered equipment are brand new and in good working condition. • Specifications must be equal or higher to the users’ minimum technical specifications as enumerated in Clause III. Scope of Works and • It must see to it that the parts and accessories are complete including manuals. <p>2. Functional Operation Test: The verification of functional operation of the delivered equipment shall be confirmed by DICT’s acceptance team during the actual training. Finally, the functional operation test shall be based on the minimum technical specification requirements or the bidder’s data sheet parameters and features.</p>	
<p>C.</p>	<p>Final Acceptance</p> <p>An acceptance certificate shall be issued by DICT to certify that all delivered equipment is fully operational and the system is fully compliant with the contract requirements.</p>	

V. PAYMENT												
A.	Payments shall be made only upon issuance of Certificate of final acceptance by the DICT's Acceptance Team that the Supply and Delivery of Three (3) Units Smart Lab, Accessories and Training have been rendered or delivered in accordance with the terms of condition of the approved Contract.											
VI. TIMELINES FOR THE IMPLEMENTATION OF THE PROJECT												
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I hereby certify that the statement of compliance to the foregoing technical specifications are true and correct, otherwise, if found to be false either during bid evaluation or post-qualifications, the same shall give rise to automatic disqualification of our bid.

Name of Company

Signature Over Printed Name
Of Authorized Representative

Date

**SUPPLY AND DELIVERY OF THREE (3) BRAND NEW UNITS OF SMART LAB AND VARIOUS ICT EQUIPMENT FOR THE STRATEGIC RESEARCH AND DEVELOPMENT SERVICE DIVISION LABORATORY PROJECT
DICTBAC-2016-09-009**

TECHNICAL SPECIFICATIONS

LOT 2 Supply and Delivery of ICT Equipment for the Strategic Research and Development Service Division Laboratory Project

INSTRUCTION TO THE SUPPLIER: Indicate **"COMPLY"** per line number under **Bidder's Statement of Compliance** if Bidder can meet the technical specifications and project requirements. **DO NOT LEAVE ANY BLANK.** A **"YES"** or **"NO"** **ENTRY WILL NOT BE ACCEPTED. FAILURE TO CONFORM WILL RESULT IN A RATING OF "FAILED"**.

CLAUSE	MINIMUM SPECIFICATIONS	STATEMENT OF COMPLIANCE
I. BACKGROUND OF THE PROJECT		
A.	<p>General Overview of the Project This section defines the Scope of Work of the supplier in delivering the ICT equipment needed for the establishment of Strategic Research and Development Service Division (SRDSD) laboratory project.</p>	
B.	<p>Background R&D is essential to keep staying ahead in embracing new technologies in the digital world. There is a need to establish a laboratory to support the mandated functions of the Strategic Research & development (SRD) of the Department of Information & Communication Technology. The Laboratory will be use to conduct a highly innovative and exploratory research that supports its purpose including strategic initiatives for its growth and capabilities. The Laboratory mission areas include the expertise in telecommunications, information technology and other research and development in the nature of investigative activities of latest technologies. The higher objective is to conduct innovations with the intention of making a discovery that can either lead to the development of new products, or procedures to improve existing products and the adaptation of new technologies. The R & D laboratory will start on very limited facilities to start the buildup of knowledge of the staff and shall soon be upgraded eventually to operate as an open test bed for systems across each technological platform for the information and communication technology need for the government. It will maintained as a test environment for quality assurance, failure analysis, technology assessment, cyber/security audits, performance and test procedures for government systems. The other strategy to strengthen the R & D capabilities and staffing is through collaborative partnerships. A strong partnership with research institutions, academe, specialized R & D companies, industry associations and competitors enables the R & D staff to share knowledge with and draw upon the specialist skills of partner companies. This would help reduce the cost of conducting the usual training courses.</p>	

<p>C.</p>	<p>Approved Budget for the Contract (ABC) The ABC for this project is One Million Seventy Five Thousand Pesos (PhP 1,075,000.00) to be sourced from the General Appropriation Act of 2016.</p>	
<p>II. METHOD OF PROCUREMENT</p>		
<p>A.</p>	<p>PURPOSE OF THE PROCUREMENT The procurement of the ICT equipment are just one of the components needed to start the establishment of the laboratory. Servers and Desktop workstations will be used for trainings and test configuration for specific test platform or cross platform testing of applications that runs on windows, open source and other platforms of the different configurations. The other equipment will use for presentation purposes and video projection mapping, real time spatial applications systems and installations of other tools for testing purposes.</p>	
<p>B.</p>	<p>MODE OF PROCUREMENT This procurement shall be done through Competitive Public Bidding.</p>	
<p>C.</p>	<p>NATURE OF PROCUREMENT The project title, "Supply and Delivery of Supply and Delivery of ICT Equipment for SRDSD Laboratory Project" as described in the Technical Specification shall be referred as the "GOODS".</p>	
<p>III. SCOPE OF WORKS</p>		
<p>A.</p>	<p>Technical Specifications This section defines the minimum technical specifications to be followed in the execution of works under the contract.</p>	
	<p>1. Desktop Server</p> <ul style="list-style-type: none"> 1.1. Quantity: two (2) units 1.2. 6th generation Quad-core Processor, 3.30GHz or better, 8MB Cache 1.3. 2TB 7200RPM SATA Hard Drive Plus 120GB SSD 1.4. 64 GB Dual Channel DDR4 at 2133Mhz 1.5. NVIDIA 2GB GDDR5 Video Memory 1.6. 16X DVD-RW Drive, 2HDD & 2 ODD Bays 1.7. RJ-4510/100/1000Base, 802.11 b/g/n, Bluetooth V4.0 LE 1.8. Front: 2 USB 2.0 & 2USB 3.0 Ports, 1 Mic -in, Headphone, 1 Powered USB 1.9. Rear: 1 HDMI, 1Audio (7.1 Channel (6 Jack) Premium Audio Performance),1 Mic, 1 Line-in, 4USB 3.0 Ports, Integrated 7.1 with WAVE MAXXAudio Pro 1.10. 23" LED Monitor with HDMI cable 1.11. Wired Keyboard, Optical Mouse 1.12. MS Windows 10 Professional 64-bit (Full Version) 1.13. one (1) year Warranty 	

	<p>2. Desktop Workstation</p> <ul style="list-style-type: none"> 2.1. Quantity: five (5) units 2.2. 6th Generation Quad-core processor, 3.40 GHz or Better 2.3. 16GB DDR3 SDRAM 2.4. 1TB SATA3 internal Drive 2.5. NVIDIA 2GB GDDR5 Video Memory 2.6. HDMI, USB 2.0, USB 3.0, Bluetooth connectivity 2.7. DVD-RW SATA 2.8. 10/100/1000 Gigabit Network Card 2.9. 23" LED monitor with HDMI cable 2.10. Standard Keyboard and Mouse 2.11. Headset with Mic 2.12. MS Windows 8.1 x Pro 64-bit (Full Version) 2.13. MS Office 2013 Home/Business edition 2.14. One (1) year Warranty 	
	<p>3. Midrange Laptop</p> <ul style="list-style-type: none"> 3.1. Quantity: two (2) units 3.2. 6th generation Quad-core Processor, 2.7GHz or Better, 8MB 3.3. 32GB DDR3 SDRAM 3.4. 15.6" LED 1920 x1080 Screen Display 3.5. DVD/BD-RW Drive 3.6. 256GB Solid State Drive 3.7. NVIDIA Quadro 2GB GDDR5 Video Memory 3.8. 10/100/1000 Network Interface & Dual Band Wireless AC 7260(a/b/g/n/ac) 3.9. 2xUSB 3.0, 1xVGA, 1xmDP/Thunderbolt, RJ45 3.10. 720p HD Integrated 3.11. Standard with Backlit Keyboard keys 3.12. UltraNav (TrackPoint & TouchPad) 3.13. Windows 7 Pro x64 with Windows 8.1 Pro x64 3.14. Adobe acrobat Pro DC (perpetual license) 3.15. MS Office 2013 Home/Business 3.16. One (1) year Warranty 	
	<p>4. Multimedia Projector</p> <ul style="list-style-type: none"> 4.1. Quantity: one (1) unit 4.2. Brightness of 4200 Lumens 4.3. 3 LCD Technology 4.4. XGA 1024 x 768 Resolution 4.5. 3000:1 Contrast Ratio 4.6. 1.6x Zoom Ratio 4.7. 10W Monaural Speaker 4.8. 4000 Lamp Hours in Eco Mode 4.9. Split Screen 4.10. HDMI/VGA/Composite/USB Display Port 4.11. Kensington-Style Lock Provision 4.12. One (1) year warranty 	

	<p>5. 60" Smart TV Wide Screen</p> <p>5.1. Quantity: two (2) units 5.2. Motion Rate 120, Wide Color Enhancer 5.3. Smart Apps, Full Web Browser 5.4. Mobile Screen Mirroring, ConnectShare Movie, Wi-Fi Direct connectivity 5.5. Anynet+1, 2 HDMI Connections1, 2 USB Connections 5.6. 802.11n Wi-Fi Built In, 1 Component In, 1 Composite In (Shared with AV Component input) 5.7. Dolby Digital Plus, DTS Studio Sound, DTS Premium Sound 5.8. Built-in V-chip to block content based on program ratings 5.9. One (1) year Warranty</p>	
	<p>6. Wi-Fi Router</p> <p>6.1. Quantity: one (1) unit 6.2. Dual Band Smart Wi-Fi Wireless Router 6.3. 1.2 Ghz Dual-Core Processor 6.4. 4 Gigabit Ethernet Ports, 6.5. 2.4 & 5GHz Radio Frequency Bands 6.6. IEEE 802.11a/g/n/ac Network Connectivity 6.7. USB 3.0, USB 2.0 / eSATA combo, Wi-Fi Protected Setup, 2.4GHz, 5GHz, eSATA, USB1, USB2 , 6.8. 1300 Mbps Max. Link Rate 6.9. OS Compatibility:Windows XP ,7, 8, 10, Mac OS X 10.8 Mountain lion, Mac OS X 10.9 Mavericks 6.10. Smart Wi-Fi Software with Map Network 6.11. One (1) year Warranty</p>	
	<p>7. Switch Hub</p> <p>7.1. Quantity: one (1) unit 7.2. RJ 45 24-Port 10/100/1000Mbps Ethernet 7.3. Unmanaged 7.4. One (1) year warranty</p>	
B.	<p>Deliverables</p> <p>B.1. Documentation All documentation for the implementation of the project shall all be in English, in good quality standard size A4 paper and be made available as an electronic file.</p>	
C.	<p>Duration of the Contract The Supply, Delivery and Training Services of this project shall be made within the period of Thirty Five (35) calendar days from the receipt of Notice to Proceed (NTP) and the approved Purchase Order (PO). However, applicable warranty shall apply only upon the issuance of the acceptance certificate. Please see applicable Timelines for Implementation of the Project (Section VI).</p>	
D.	<p>Warranty Warranty for all items purchased must conform to the indicated warranty of DICT's items procured. The warranty period shall commence after the issuance of the acceptance certificate.</p>	

VI. ACCEPTANCE												
A.	<p>Scope This section defines the acceptance requirements and specifies related activities to be undertaken by the supplier and DICT’s Inspection team.</p> <p>Acceptance by the DICT shall be executed only if testing requirements have been successfully accomplished/passed.</p>											
B.	<p>Testing Criteria and Process Acceptance</p> <ol style="list-style-type: none"> 1. Physical Test. The DICT’s inspection team shall conduct an actual physical inspection of the delivered equipment. The delivered equipment shall conform the following criteria: <ol style="list-style-type: none"> 1.1. That the delivered equipment are brand new and in good working condition. 1.2. Specifications must be equal or higher to the users’ minimum technical specifications as enumerated in Clause III. Scope of Works, and 1.3. It must see to it that the parts and accessories are complete including manuals. 2. Functional Operation Test: The verification of functional operation of the delivered equipment shall be confirmed by DICT’s acceptance team during the actual training. Finally, the functional operation test shall be based on the minimum technical specification requirements or the bidder’s data sheet parameters and features. 											
C.	<p>Final Acceptance An acceptance certificate shall be issued by DICT to certify that all delivered equipment is fully operational and the system is fully compliant with the contract requirements.</p>											
V. PAYMENTS												
A.	Payments shall be made only upon issuance of Certificate of final acceptance by the DICT’s Acceptance Team that the Supply and Delivery of ICT equipment had been delivered in accordance with the terms of condition of the approved Contract.											
VI. TIMELINES FOR IMPLEMENTATION OF THE PROJECT												
	<table border="1"> <thead> <tr> <th style="text-align: center;">Activity</th> <th style="text-align: center;">Delivery Period</th> </tr> </thead> <tbody> <tr> <td>1. Delivery of ICT Equipment</td> <td>Thirty (30) calendar days</td> </tr> <tr> <td>2. Training</td> <td>Five (5) calendar days</td> </tr> <tr> <td>3. Final Acceptance / Payment</td> <td>Fifteen (15) calendar days</td> </tr> <tr> <td>4. Warranty Period</td> <td>One (1) Year</td> </tr> </tbody> </table>	Activity	Delivery Period	1. Delivery of ICT Equipment	Thirty (30) calendar days	2. Training	Five (5) calendar days	3. Final Acceptance / Payment	Fifteen (15) calendar days	4. Warranty Period	One (1) Year	
Activity	Delivery Period											
1. Delivery of ICT Equipment	Thirty (30) calendar days											
2. Training	Five (5) calendar days											
3. Final Acceptance / Payment	Fifteen (15) calendar days											
4. Warranty Period	One (1) Year											

I hereby certify that the statement of compliance to the foregoing technical specifications are true and correct, otherwise, if found to be false either during bid evaluation or post-qualifications, the same shall give rise to automatic disqualification of our bid.

Name of Company	Signature Over Printed Name Of Authorized Representative	Date
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Section VIII. Bidding Forms

Annex I

**SUPPLY AND DELIVERY OF THREE (3) BRAND NEW UNITS OF SMART LAB AND VARIOUS ICT EQUIPMENT FOR THE STRATEGIC RESEARCH AND DEVELOPMENT SERVICE DIVISION LABORATORY PROJECT
DICTBAC-2016-09-009**

STATEMENT OF ALL ONGOING CONTRACTS WITHIN THE LAST THREE (3) YEARS

Please Check Lot Being Bid	Lot No.	Description	Qty	ABC (PhP)
<input type="checkbox"/>	1	Supply and Delivery of Three (3) Units of Smart Lab (All-In-One Equipment) for the SRDSD Laboratory Project	1 Lot	1,396,845.00
<input type="checkbox"/>	2	Supply and Delivery of ICT Equipment for the SRDSD Laboratory Project	1 lot	1,075,000.00

All On-Going Contracts (including contract/s awarded but not yet started, if any)

Name of Client	Name of the Contract	Date and Status of the Contract	Kinds of Goods	Amount of Contract	Value of Outstanding Contracts	Date of Delivery	Purchase Order Number/s or Date of Contract/s

CERTIFIED CORRECT:

Name & Signature of Authorized Representative

Position

Date

Instructions:

1. State all on-going contracts including those awarded but not yet started (Government and Private Contracts which may be similar or not similar to the project called for bidding as of the **day before the deadline** of submission of bids.
2. If there is **NO** on-going contract including awarded but not yet started as of the abovementioned period, state none or equivalent term.
3. The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Financial Contracting Capacity (NFCC).

Annex I-A

**SUPPLY AND DELIVERY OF THREE (3) BRAND NEW UNITS OF SMART LAB AND VARIOUS ICT EQUIPMENT FOR THE STRATEGIC RESEARCH AND DEVELOPMENT SERVICE DIVISION LABORATORY PROJECT
DICTBAC-2016-09-009**

STATEMENT OF SINGLE (1) LARGEST COMPLETED CONTRACT OF SIMILAR NATURE WITHIN THE LAST FIVE (5) YEARS FROM DATE OF SUBMISSION AND RECEIPT OF BIDS AMOUNTING TO AT LEAST FIFTY PERCENT (50%) OF THE APPROVED BUDGET OF THE CONTRACT (ABC)

Please Check Lot Being Bid	Lot No.	Description	Qty	ABC (PhP)
<input type="checkbox"/>	1	Supply and Delivery of Three (3) Units of Smart Lab (All-In-One Equipment) for the SRDSD Laboratory Project	1 Lot	1,396,845.00
<input type="checkbox"/>	2	Supply and Delivery of ICT Equipment for the SRDSD Laboratory Project	1 lot	1,075,000.00

Name of Client	Name of Contract	Date of the Contract	Kinds of Goods	Value of Contracts	Date of Completion	Official Receipt No. & Date OR End User's Acceptance Date

CERTIFIED CORRECT:

Name & Signature of Authorized Representative

Position

Date

Instructions:

1. Cut Off Date as of: (i) Up to the day before the deadline of submission of bids.
2. In the column under "Dates", indicate the dates of Delivery/End-User's Acceptance and Official Receipt No.
3. Name of Contract column, indicates the Nature/Scope of the Contract for the DICT to determine the relevance of the entry with the Procurement at hand.

Annex II

**SUPPLY AND DELIVERY OF THREE (3) BRAND NEW UNITS OF SMART LAB AND VARIOUS ICT EQUIPMENT FOR THE STRATEGIC RESEARCH AND DEVELOPMENT SERVICE DIVISION LABORATORY PROJECT
DICTBAC-2016-09-009**

**CERTIFICATE OF NET FINANCIAL CONTRACTING CAPACITY
(Please show figures at how you arrived at the NFCC)**

This is to certify that our **Net Financial Contracting Capacity (NFCC)** is **Philippine Pesos** _____ (**P**_____) which is at least equal to the Approved Budget for the Contract (ABC) of the lot being bid. The amount is computed as follows:

NFCC = [(Current Assets minus Current Liabilities) (K)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started coinciding with the contract to be bid.

$$NFCC = (CA-CL) (K) - C$$

Where:

K = 10 for a contract duration of one year or less, 15 for a contract duration of more than one year up to two years, and 20 for a contract duration of more than two years.

Issued this _____ day of _____, 2016.

CERTIFIED CORRECT:

Name & Signature of Authorized Representative

Position

Date

Notes:

1. **The values of the bidder's current assets and current liabilities be based on the data submitted to BIR through its Electronic Filing and Payment System.**
2. **Value of all outstanding or uncompleted contracts refers those listed in Annex-I.**
3. **The detailed computation using the required formula must be shown as provided above.**
4. **The NFCC computation must at least be equal to the total ABC of the lot being bid.**

Annex III

(PAGE 1 OF 3)

**SUPPLY AND DELIVERY OF THREE (3) BRAND NEW UNITS OF SMART LAB AND VARIOUS ICT EQUIPMENT FOR THE STRATEGIC RESEARCH AND DEVELOPMENT SERVICE DIVISION LABORATORY PROJECT
DICTBAC-2016-09-009**

PROTOCOL / UNDERTAKING OF AGREEMENT TO ENTER INTO JOINT VENTURE

This **PROTOCOL / UNDERTAKING OF AGREEMENT TO ENTER INTO JOINT VENTURE**, executed by:

_____ a sole proprietorship/partnership/corporation duly organized and existing under and by virtue of the laws of the Philippines, with offices located at _____, _____, representative herein by _____, _____, hereinafter referred to as "_____";

-and-

_____ a sole proprietorship/partnership/corporation duly organized and existing under and by virtue of the laws of the Philippines, with offices located at _____, _____, representative herein by _____, _____, hereinafter referred to as "_____";

-and-

_____ a sole proprietorship/partnership/corporation duly organized and existing under and by virtue of the laws of the Philippines, with offices located at _____, _____, representative herein by _____, _____, hereinafter referred to as "_____"; (hereinafter referred to collectively as "Parties")

For submission to the **Bids and Awards Committee** of the **Department of Information and Communications Technology**, pursuant to **Section 23.1 (b)** of the Revised Implementing Rules and Regulations (IRR) of Republic Act (R.A.) 9184.

WITNESSETH That:

WHEREAS, the Parties desire to participate as a Joint Venture in the public bidding that will be conducted by the **Department of Information and Communications Technology**, pursuant Republic Act (R.A.) 9184 and its Implementing Rules and Regulations, with the following particulars:

Bid Reference No.	DICTBAC-2016-09-009
Name/Title of Procurement Project	Supply and Delivery of Three (3) Brand New Units of Smart Lab and Various ICT Equipment for the Strategic Research and Development Service Division Laboratory Project
Approved Budget for the Contract	P2,471,845.00

Annex III
(page 2 of 3)

NOW THEREFORE, in consideration of the foregoing, the Parties undertake to enter into a **JOINT VENTURE** and sign a **Joint Venture Agreement** relative to the joint cooperation for this bid project, in the event that their bid successful, furnishing the copy thereof within **ten (10) calendar days** from receipt of Notice from the BAC that our bid has the lowest calculated bid or highest rated responsive bid (as the case may be).

For the purposes of this bid project, and unless modified by the terms of the Joint Venture Agreement, the following party shall be the authorized representative of the JV:

CERTIFIED CORRECT:

Authorized Representative of the JV Partner: (Per attached Secretary's Certificate)	Authorized Representative of the JV Partner (Per attached Secretary's Certificate)
Name	Name
Date	Date

Furthermore, the parties agree to be bound jointly and severally under the said Joint Venture Agreement;

THAT Finally, failure on our part of enter into the Joint Venture and/or sign the Joint Venture Agreement for any reason after the Notice of Award has been issued by shall be a ground for non-issuance by DICT of the Notice to Proceed, forfeiture of our bid security and such other administrative and/or civil liabilities as may be imposed by DICT under the provisions of R.A. 9184 and its Revised IRR, without any liability on the part of DICT.

This Undertaking shall form an integral part of our Eligibility documents for the above-cited project.

IN WITNESS WHEREOF, the parties have signed this Protocol/Undertaking on the date fist above-written.

Bidder's Representative/Authorized Signature

[JURAT]

SUBSCRIBED AND SWORN TO BEFORE ME this _____ day of _____ at _____, Philippines, affiant exhibited to me his/her competent Evidence of Identity (as defined by 2004 Rules on Notarial Practice issued at _____ at _____, Philippines.

Doc No. _____
Page No. _____
Book No. _____

Series of _____

Annex III
(page 3 of 3)

Note:

"Sec.12. Competent Evidence of Identity - The phrase "competent evidence of identity" refers to the identification of an individual based on:

At least one current identification documents issued by an official agency bearing the photograph and signature of the individual, such as but limited to, passport, driver's license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter's ID, Barangay Certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, PhilHealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman's book, alien certificate of registration/immigrant certificate of registration, government office ID, certification from the National Council for the Welfare of Disabled Persons (NCWDP), Department of Social Welfare and Development (DSWD) certification.

Annex IV
(page 1 of 2)

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

BID-SECURING DECLARATION
Invitation to Bid Reference No.: DICTBAC-2016-09-009

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 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, if I/we have committed any of the following actions:
 - (i) Withdrawn my/our Bid during the period of bid validity required in the Bidding Documents; or
 - (ii) Fail or refuse to accept the award and enter into contract or perform any and all acts necessary to the execution of the Contract, in accordance with the Bidding Documents after having been notified of your acceptance of our Bid during the period of bid validity.
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;
 - (c) I am/we are declared as the bidder with the Single/Lowest Calculated and Responsive Bid/Highest Rated and Responsive Bid, and I/we have furnished the performance security and signed the Contract.

Annex IV
(page 2 of 2)

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'S
AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant**

SUBSCRIBED AND SWORN to [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. _____ and his/her Community Tax Certificate No. _____ issued on _____ at _____.

Witness my hand and seal this ____ day of [month] [year].

NAME OF NOTARY PUBLIC

Serial No. of Commission _____
Notary Public for _____ until _____
Roll of Attorneys No. _____
PTR No. __, [date issued], [place Issued]
IBP No. __, [date issued], [place issued]

Doc. No. ____
Page No. ____
Book No. ____
Series of ____.

Note:

"Sec.12. Competent Evidence of Identity - The phrase "competent evidence of identity" refers to the identification of an individual based on:

At least one current identification documents issued by an official agency bearing the photograph and signature of the individual, such as but limited to, passport, driver's license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter's ID, Barangay Certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, PhilHealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman's book, alien certificate of registration/immigrant certificate of registration, government office ID, certification from the National Council for the Welfare of Disabled Persons (NCWDP), Department of Social Welfare and Development (DSWD) certification.

Annex V

**SUPPLY AND DELIVERY OF THREE (3) BRAND NEW UNITS OF SMART LAB AND VARIOUS ICT EQUIPMENT FOR THE STRATEGIC RESEARCH AND DEVELOPMENT SERVICE DIVISION LABORATORY PROJECT
DICTBAC-2016-09-009**

OMNIBUS SWORN STATEMENT

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

A F F I D A V I T

I/We, _____, of legal age, with residence at _____, after having duly sworn in accordance with law and in compliance with the bidding requirements as contained in the Instructions to Bidders/Bid Data Sheet for the bidding do hereby certify under oath as follows:

(a)

AUTHORITY OF THE DESIGNATED REPRESENTATIVE

(Please check appropriate box and full up blanks)

SOLE PROPRIETORSHIP

That I am the sole proprietor of <Company Name/Name of Supplier> with business address at _____; Telephone No. _____, with Fax No. _____ and e-mail address _____ and as such, I have the full power and authority to do, execute, and perform any and all acts necessary to represent it in the negotiation.

Name: _____

Title: _____

Specimen Signature: _____

OR

That I am the <Company Name/Name of Supplier> with business address at _____; Telephone No. _____, with Fax No. _____ and e-mail address _____ and as such, I have the full power and authority to do, execute, and perform any and all acts necessary to represent it in the negotiation.

Name: _____

Title: _____

Specimen Signature: _____

Note: Please attach a Special Power of Attorney, if not the Sole Proprietor/Owner.



CORPORATION, PARTNERSHIP, COOPERATIVE

That I/We am/are the duly authorized representative/s of <Company Name>, located at _____; Telephone No. _____, with Fax No. _____ and e-mail address _____; as shown in the attached Secretary's Certificate issued by the corporation or the members of the joint venture, and granted full power and authority to execute and perform any and all acts necessary and/or to represent our company in the abovementioned negotiations, including signing all negotiation documents and other related documents such as the contracts:

1. Name: _____
Title: _____
Specimen Signature: _____
2. Name: _____
Title: _____
Specimen Signature: _____

Note: Please attach duly executed Secretary's Certificate.

(b)

NON-INCLUSION IN THE BLACKLIST NOR UNDER SUSPENSION STATUS BY ANY AGENCY OR GOVERNMENT INSTRUMENTALITY

That the firm I/We represent 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 Institution whose blacklisting rules been recognized by the Government Procuring Policy Board;

(c)

AUTHENTICITY OF SUBMITTED DOCUMENTS

That each of the documents submitted by our company by our company 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.

(d)

AUTHORITY TO VALIDATE SUBMITTED DOCUMENTS

The undersigned duly authorized representative of the Applicant, for and in behalf of the Applicant hereby submits this Letter of Authorization in relation with Application to apply for Eligibility and to Bid for the subject contract to be bid.

In the connection thereat, all public official, engineer, architect, surety company, bank institution or other person, company or corporation named in the eligibility documents and statements are hereby requested and authorized to furnish the Chairperson of DICTBAC or his duly authorized representative/s any information necessary to verify the correctness and authenticity of any item stated in the said document and statements or regarding our competence and general reputation.

I/We hereby give consent and give authority to the Chairperson of DICTBAC or his duly authorized representative, to verify the authenticity and correctness, of any or all of the documents and statements submitted herein; and that I/we hereby hold myself liable, criminally or civilly, for any misrepresentation or false statements made therein which shall be ground for outright disqualification and/or ineligibility, and inclusion of my/our company among the contractors blacklisted from participating in future biddings of the **Department of Information**

and Communications Technology .

(e)

DISCLOSURE OF RELATIONS

That for and in behalf of the Bidder, I/We hereby declare that:

- if the bidder is an individual or a sole proprietorship, to the bidder himself;
- if the bidder is a partnership or cooperative, to all its officers and members;
- if the bidder is a corporation or joint venture, to all its officers, directors, and controlling stockholders;

Are not related by consanguinity or affinity up to the third civil degree with the **Department Secretary, Officers or Employees** having direct access to information that may substantially affect the result of the bidding such as, but not limited to, **the members of the BAC, the members of the Technical Working Group (TWG), the DICT BAC Secretariat, and DICT.** It is fully understood that the existence of the aforesaid relation by consanguinity or affinity of the Bidder with the aforementioned Officers of the Agency shall automatically disqualify the Bid.

(f)

COMPLIANCE WITH EXISTING LABOR LAWS AND STANDARDS

That our company diligently abides and complies with existing labor laws and standards

(g)

BIDDER'S RESPONSIBILITIES

1. That I/we have taken steps to carefully examine all of the Bidding Documents;
2. That I/We acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
3. That I/We made an estimate of the facilities available and needed for the contract to be bid, if any;
4. That I/We will inquire or secure Supplemental/Bid Bulletin(s) issued for this Project.
5. That the submission of all bidding requirements shall be regarded as acceptance of all conditions of bidding and all requirements of authorities responsible for certifying compliance of the contract;
6. That I have complied with our responsibility as provided for in the bidding documents and all Supplemental / Bid Bulletins;
7. That failure to observe any of the above responsibilities shall be at my own risk; and
8. That I agree to be bound by the terms and conditions stated in the Conditions of the Contract for this project.

(h)

DID NOT PAY ANY FORM OF CONSIDERATION

That our company 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.

(i)

COMPANY OFFICIAL CONTACT REFERENCE

That our company hereby assigns the following contact number/s and e-mail address/es as the official telephone/fax number and contact reference of the company where the DICT Bids and Awards Committee notices be transmitted.

Telephone No./s: _____

Fax No/s. : _____

E-mail Add/s.: _____

It is understood that notice/s transmitted in the above-stated telephone/fax numbers and/or e-mail address/es are deemed received as of its transmittal and the reckoning period for the reglementary periods stated in the bidding documents and the revised Implementing Rules and Regulations of Republic Act No. 9184 shall commence from receipt thereof.

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

Bidder's Representative/Authorized Signatory

[JURAT]

SUBSCRIBED AND SWORN TO BEFORE ME this _____ day of _____ at _____, Philippines. Affiant exhibited to me his/her competent Evidence of Identity (as defined by the 2004 Rules of Notarial Practice _____ issued _____ at _____, Philippines.

Doc. No. _____
Page No. _____
Book No. _____
Series of _____

Note:
"Sec.12. Competent Evidence of Identity - The phrase "competent evidence of identity" refers to the identification of an individual based on:
At least one current identification documents issued by an official agency bearing the photograph and signature of the individual, such as but limited to, passport, driver's license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter's ID, Barangay Certification, Government Service and Insurance

System (GSIS) e-card, Social Security System (SSS) card, PhilHealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman's book, alien certificate of registration/immigrant certificate of registration, government office ID, certification from the National Council for the Welfare of Disabled Persons (NCWDP), Department of Social Welfare and Development (DSWD) certification.

Annex VI-A

PLEASE USE THIS BID FORM. DO NOT RETYPE OR ALTER.

DEPARTMENT OF INFORMATION AND COMMUNICATIONS TECHNOLOGY

FINANCIAL BID FORM

(PRICES MUST BE INCLUSIVE OF VAT AND DELIVERED DUTIES PAID)

**SUPPLY AND DELIVERY OF THREE (3) BRAND NEW UNITS OF SMART LAB AND VARIOUS ICT EQUIPMENT FOR THE STRATEGIC RESEARCH AND DEVELOPMENT SERVICE DIVISION LABORATORY PROJECT
DICTBAC-2016-09-009**

LOT 1 Supply and Delivery of Three (3) Units of Smart Lab (All-In-One Equipment) for the Strategic Research and Development Services Division Laboratory Project

Description	Qty	ABC (P)	Financial Bid (P)
		Total Price	Total Price
Supply and Delivery of Three (3) Units of Smart Lab (All-In-One Equipment) for the Strategic Research and Development Services Division Laboratory Project	1 Lot	1,396,845.00	

TOTAL BID PRICE (Amount in Words):

Notes:

- The financial bid is inclusive of all taxes, duties, transportation costs, delivery charges and all costs relative to the project requirements including installation, testing, commissioning and training.
- The bidder shall assume all risks until the goods have been delivered at the site and accepted by DICT

BIDDER'S UNDERTAKING

I/We, the undersigned bidder, having examined the Bidding Documents including Bid Bulletins, as applicable hereby OFFER to (supply/deliver/perform) the above described items.

I/We undertake, if our bid is accepted, to deliver the items in accordance with the terms and conditions contained in the bid documents, including the posting of the required performance security **within ten (10) calendar days** from receipt of the Notice of Award.

Until a formal contract/order confirmation is prepared and signed, this Bid is binding on us.

Name of Company (in print)
Signature of Company Authorized Representative
Name and Designation (in print)
Date

Annex VI-B

PLEASE USE THIS BID FORM. DO NOT RETYPE OR ALTER.

DEPARTMENT OF INFORMATION AND COMMUNICATIONS TECHNOLOGY

FINANCIAL BID FORM

(PRICES MUST BE INCLUSIVE OF VAT AND DELIVERED DUTIES PAID)

**SUPPLY AND DELIVERY OF THREE (3) BRAND NEW UNITS OF SMART LAB AND VARIOUS ICT EQUIPMENT FOR THE STRATEGIC RESEARCH AND DEVELOPMENT SERVICE DIVISION LABORATORY PROJECT
DICTBAC-2016-09-009**

LOT 2 Supply and Delivery of ICT Equipment for the Strategic Research and Development Service Division Laboratory Project

Description	Qty	ABC (P)	Financial Bid (P)
		Total Price	Total Price
Supply and Delivery of ICT Equipment for the Strategic Research and Development Service Division Laboratory Project	1 lot	1,075,000.00	

TOTAL BID PRICE (Amount in Words):

Notes:

- The financial bid is inclusive of all taxes, duties, transportation costs, delivery charges and all costs relative to the project requirements including installation, testing, commissioning and training.
- The bidder shall assume all risks until the goods have been delivered at the site and accepted by DICT

BIDDER'S UNDERTAKING

I/We, the undersigned bidder, having examined the Bidding Documents including Bid Bulletins, as applicable hereby OFFER to (supply/deliver/perform) the above described items.

I/We undertake, if our bid is accepted, to deliver the items in accordance with the terms and conditions contained in the bid documents, including the posting of the required performance security **within ten (10) calendar days** from receipt of the Notice of Award.

Until a formal contract/order confirmation is prepared and signed, this Bid is binding on us.

Name of Company (in print)
Signature of Company Authorized Representative
Name and Designation (in print)
Date

Annex VII-A

PLEASE USE THIS BID FORM. DO NOT RETYPE OR ALTER.

DEPARTMENT OF INFORMATION AND COMMUNICATIONS TECHNOLOGY

DETAILED FINANCIAL BREAKDOWN

(QUOTED PRICE MUST BE INCLUSIVE OF VAT AND DELIVERED DUTIES PAID)

**SUPPLY AND DELIVERY OF THREE (3) BRAND NEW UNITS OF SMART LAB AND VARIOUS ICT EQUIPMENT FOR THE STRATEGIC RESEARCH AND DEVELOPMENT SERVICE DIVISION LABORATORY PROJECT
DICTBAC-2016-09-009**

LOT 1 LOT 1 Supply and Delivery of Three (3) Units of Smart Lab (All-In-One Equipment) for the Strategic Research and Development Services Division Laboratory Project

INSTRUCTION:

-The Sum of the Detailed Financial Breakdown must be equal to the Financial Bid per Annex VII.

-Do not leave any blanks. Indicate "0" if the item is being offered for free.

ITEM	Qty	Unit Cost	Total Cost per Item
The all-in-one equipment consists of a mixed-signal oscilloscope, a function generator, a digital multimeter, a DC power supply, and digital I/O into a single device or into one bench that can integrate with PC (See detailed Technical Specifications).	3 units		
Accessories for Smart Lab (All-in-One Equipment)	3 sets		
Training on Development and Application of the Product	1 lot		
TOTAL			

TOTAL BID PRICE (Amount in Words):

BIDDER'S UNDERTAKING

I/We, the undersigned bidder, having examined the bidding documents including Bid Bulletins, as applicable hereby OFFER to (supply/deliver/perform) the above described items.

I/We undertake, if our bid is accepted, to deliver the items in accordance with the terms and conditions contained in the bid documents, including the posting of the required performance security **within ten (10) calendar days** from receipt of the Notice of Award.

Until a formal contract/order confirmation is prepared and signed, this Bid is binding on us.

Name of Company (in print)

Signature of Company Authorized Representative

Name and Designation (in print)

Date

Annex VII-B

PLEASE USE THIS BID FORM. DO NOT RETYPE OR ALTER.

DEPARTMENT OF INFORMATION AND COMMUNICATIONS TECHNOLOGY

DETAILED FINANCIAL BREAKDOWN

(QUOTED PRICE MUST BE INCLUSIVE OF VAT AND DELIVERED DUTIES PAID)

**SUPPLY AND DELIVERY OF THREE (3) BRAND NEW UNITS OF SMART LAB AND VARIOUS ICT EQUIPMENT FOR THE STRATEGIC RESEARCH AND DEVELOPMENT SERVICE DIVISION LABORATORY PROJECT
DICTBAC-2016-09-009**

LOT 2 Supply and Delivery of ICT Equipment for the Strategic Research and Development Service Division Laboratory Project

INSTRUCTION:

-The Sum of the Detailed Financial Breakdown must be equal to the Financial Bid per Annex VII.

-Do not leave any blanks. Indicate "0" if the item is being offered for free.

ITEM	Qty	Unit Cost	Total Cost per Item
Desktop Server	2 units		
Desktop Workstation	5 units		
Midrange Laptop	1 unit		
Multimedia Projector	2 units		
Smart TV Wide Screen	2 units		
Wi-Fi Router	1 unit		
Switch Hub	1 unit		
TOTAL			

TOTAL BID PRICE (Amount in Words):

BIDDER'S UNDERTAKING

I/We, the undersigned bidder, having examined the bidding documents including Bid Bulletins, as applicable hereby OFFER to (supply/deliver/perform) the above described items.

I/We undertake, if our bid is accepted, to deliver the items in accordance with the terms and conditions contained in the bid documents, including the posting of the required performance security **within ten (10) calendar days** from receipt of the Notice of Award.

Until a formal contract/order confirmation is prepared and signed, this Bid is binding on us.

Name of Company (in print)

Signature of Company Authorized Representative

Name and Designation (in print)

Date

Annex VIII-A

**SUPPLY AND DELIVERY OF THREE (3) BRAND NEW UNITS OF SMART LAB AND VARIOUS ICT EQUIPMENT FOR THE STRATEGIC RESEARCH AND DEVELOPMENT SERVICE DIVISION LABORATORY PROJECT
DICTBAC-2016-09-009**

For Goods Offered From Abroad

Name of Bidder _____ . Invitation to Bid¹ Number _____ .
Page _____ of ____.

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Qty	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)
1								
2								
3								
4								

Name of Company

Signature Over Printed Name
Of Authorized Representative

Date

¹ If ADB, JICA and WB funded projects, use IFB.

Annex VIII-B

SUPPLY AND DELIVERY OF THREE (3) BRAND NEW UNITS OF SMART LAB AND VARIOUS ICT EQUIPMENT FOR THE STRATEGIC RESEARCH AND DEVELOPMENT SERVICE DIVISION LABORATORY PROJECT
DICTBAC-2016-09-009

For Goods Offered From Within the Philippines

Name of Bidder _____ . Invitation to Bid² Number _____ .
Page _____ of ____.

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Qty	Unit price EXW per item	Cost of local labor, raw material, and component ²	Total price EXW per item (cols. 4 x 5)	Unit prices per item final destination and unit price of other incidental services	Sales and other taxes payable per item if Contract is awarded	Total Price delivered Final Destination (col 8 + 9) x 4
1									
2									
3									
4									

Name of Company

Signature Over Printed Name
Of Authorized Representative

Date

² If ADB, JICA and WB funded projects, use IFB.

Section IX.

Post Qualification Document

Annex IX

**SUPPLY AND DELIVERY OF THREE (3) BRAND NEW UNITS OF SMART
LAB AND VARIOUS ICT EQUIPMENT FOR THE STRATEGIC RESEARCH
AND DEVELOPMENT SERVICE DIVISION LABORATORY PROJECT
DICTBAC-2016-09-009**

COMPANY PROFILE

COMPANY NAME	:
ADDRESS	:
HEAD OFFICE	:
BRANCH	:
TELEPHONE NUMBER/S	:
HEAD OFFICE	:
BRANCH	:
FAX NUMBER/S	:
HEAD OFFICE	:
BRANCH	:
E-MAIL ADDRESS/ES	:
NUMBER OF YEARS IN BUSINESS	:
NUMBER OF EMPLOYEES	:
LIST OF MAJOR STOCKHOLDERS	:
LIST OF BOARD DIRECTORS	:
LIST OF KEY PERSONNEL (NAME & DESIGNATION WITH SIGNATURE) AS AUTHORIZED CONTACT PERSONS FOR THIS PROJECT [at least THREE (3)]	:

Name & Signature of Company Authorized Representative

Position

Date

Annex X
(page 1 of 6)

PLEASE USE THIS BID FORM. DO NOT RETYPE OR ALTER.

DEPARTMENT OF INFORMATION AND COMMUNICATIONS TECHNOLOGY

SUPPLY AND DELIVERY OF THREE (3) BRAND NEW UNITS OF SMART LAB AND VARIOUS ICT EQUIPMENT FOR THE STRATEGIC RESEARCH AND DEVELOPMENT SERVICE DIVISION LABORATORY PROJECT

DICTBAC-2016-09-009

TECHNICAL BID FORM

INSTRUCTION TO THE SUPPLIER: Indicate "COMPLY" (per line number) under **Bidder's Statement of Compliance** if Bidder can meet the technical specifications and project requirements. DO NOT LEAVE ANY BLANK. A "YES" or "NO" ENTRY WILL NOT BE ACCEPTED. FAILURE TO CONFORM WILL RESULT IN A RATING OF "FAILED".

Line No.:	Project Requirements	Bidder's Statement of Compliance						
1	<p>DICT's Section VII Technical Specifications For the SUPPLY AND DELIVERY OF THREE (3) BRAND NEW UNITS OF SMART LAB AND VARIOUS ICT EQUIPMENT FOR THE STRATEGIC RESEARCH AND DEVELOPMENT SERVICE DIVISION LABORATORY PROJECT</p> <table border="1" style="width: 100%;"> <thead> <tr> <th style="text-align: center;">Please Check Item Being Bid</th> <th style="text-align: center;">LOT</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td>Supply and Delivery of Three (3) Units of Smart Lab (All-In-One Equipment) for the SRDSD Laboratory Project</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td>Supply and Delivery of ICT Equipment for the SRDSD Laboratory Project</td> </tr> </tbody> </table>	Please Check Item Being Bid	LOT	<input type="checkbox"/>	Supply and Delivery of Three (3) Units of Smart Lab (All-In-One Equipment) for the SRDSD Laboratory Project	<input type="checkbox"/>	Supply and Delivery of ICT Equipment for the SRDSD Laboratory Project	
Please Check Item Being Bid	LOT							
<input type="checkbox"/>	Supply and Delivery of Three (3) Units of Smart Lab (All-In-One Equipment) for the SRDSD Laboratory Project							
<input type="checkbox"/>	Supply and Delivery of ICT Equipment for the SRDSD Laboratory Project							

BIDDER'S UNDERTAKING

I/We, the undersigned bidder, having examined the Bidding Documents including Bid Bulletins, as applicable hereby OFFER to (supply/deliver/perform) the above described items.

I/We undertake, if our bid is accepted, to deliver the items in accordance with the terms and conditions contained in the bid documents, including the posting of the required performance security **within ten (10) calendar days** from receipt of the Notice of Award.

Until a formal contract/order confirmation is prepared and signed, this Bid is binding on us.

Name of Company (in print)
Signature of Company Authorized Representative
Name and Designation (in print)
Date

Annex X
(page 2 of 6)

PLEASE USE THIS BID FORM. DO NOT RETYPE OR ALTER.

DEPARTMENT OF INFORMATION AND COMMUNICATIONS TECHNOLOGY

SUPPLY AND DELIVERY OF THREE (3) BRAND NEW UNITS OF SMART LAB AND VARIOUS ICT EQUIPMENT FOR THE STRATEGIC RESEARCH AND DEVELOPMENT SERVICE DIVISION LABORATORY PROJECT

DICTBAC-2016-09-009

TECHNICAL BID FORM

INSTRUCTION TO THE SUPPLIER: Indicate the **Brand and Model** to be provided per Item. If not applicable, write "N/A". DO NOT LEAVE ANY BLANK.

Line No.:	Other Requirements				
Please Check Item Being Bid	LOT	Items	Brand	Model No.	
2a	<input type="checkbox"/>	Supply and Delivery of Three (3) Units of Smart Lab (All-In-One Equipment) for the SRDSD Laboratory Project	The all-in-one equipment consists of a mixed-signal oscilloscope, a function generator, a digital multimeter, a DC power supply, and digital I/O into a single device or into one bench that can integrate with PC		
		Accessories for Smart Lab (All-in-One Equipment)			

BIDDER'S UNDERTAKING

I/We, the undersigned bidder, having examined the Bidding Documents including Bid Bulletins, as applicable hereby OFFER to (supply/deliver/perform) the above described items.

I/We undertake, if our bid is accepted, to deliver the items in accordance with the terms and conditions contained in the bid documents, including the posting of the required performance security **within ten (10) calendar days** from receipt of the Notice of Award.

Until a formal contract/order confirmation is prepared and signed, this Bid is binding on us.

Name of Company (in print)
Signature of Company Authorized Representative
Name and Designation (in print)
Date

DEPARTMENT OF INFORMATION AND COMMUNICATIONS TECHNOLOGY

DICTBAC-2016-09-009

Annex X
(page 3 of 6)

PLEASE USE THIS BID FORM. DO NOT RETYPE OR ALTER.					
DEPARTMENT OF INFORMATION AND COMMUNICATIONS TECHNOLOGY					
SUPPLY AND DELIVERY OF THREE (3) BRAND NEW UNITS OF SMART LAB AND VARIOUS ICT EQUIPMENT FOR THE STRATEGIC RESEARCH AND DEVELOPMENT SERVICE DIVISION					
LABORATORY PROJECT					
DICTBAC-2016-09-009					
TECHNICAL BID FORM					
INSTRUCTION TO THE SUPPLIER: Indicate the Brand and Model to be provided per Item. If not applicable, write "N/A" . DO NOT LEAVE ANY BLANK.					
Line No.:	Other Requirements				
2b	Please Check Item Being Bid	LOT	Items	Brand	Model
	<input type="checkbox"/>	Supply and Delivery of ICT Equipment for the (SRDSD) Laboratory Project	Desktop Server		
			Desktop Workstation		
			Midrange Laptop		
			Multimedia Projector		
			Smart TV Wide Screen		
			Wi-Fi Router		
			Switch Hub		
BIDDER'S UNDERTAKING					
I/We, the undersigned bidder, having examined the Bidding Documents including Bid Bulletins, as applicable hereby OFFER to (supply/deliver/perform) the above described items.					
I/We undertake, if our bid is accepted, to deliver the items in accordance with the terms and conditions contained in the bid documents, including the posting of the required performance security within ten (10) calendar days from receipt of the Notice of Award. Until a formal contract/order confirmation is prepared and signed, this Bid is binding on us.					
Name of Company (in print)					
Signature of Company Authorized Representative					
Name and Designation (in print)					
Date					

--

Annex X
(page 4 of 6)

PLEASE USE THIS BID FORM. DO NOT RETYPE OR ALTER.		
DEPARTMENT OF INFORMATION AND COMMUNICATIONS TECHNOLOGY		
SUPPLY AND DELIVERY OF THREE (3) BRAND NEW UNITS OF SMART LAB AND VARIOUS ICT EQUIPMENT FOR THE STRATEGIC RESEARCH AND DEVELOPMENT SERVICE DIVISION LABORATORY PROJECT		
DICTBAC-2016-09-009		
TECHNICAL BID FORM		
<p>INSTRUCTION TO THE SUPPLIER: Indicate "COMPLY" (per line number) under Bidder's Statement of Compliance if Bidder can meet the technical specifications and project requirements. DO NOT LEAVE ANY BLANK. A "YES" or "NO" ENTRY WILL NOT BE ACCEPTED. FAILURE TO CONFORM WILL RESULT IN A RATING OF "FAILED".</p>		
Line No.:	Project Requirements If Awarded the Contract	Bidder's Statement of Compliance
3	Bidder has no overdue deliveries or unperformed services intended for the DICT	
4	Bidder did not participate as consultant in the preparation of the design or technical specifications of the GOODS as subject of the bid	
5	<p>Delivery Place and Distribution DICT Building, CP Garcia Avenue, UP Diliman, QC</p>	
BIDDER'S UNDERTAKING		
<p>I/We, the undersigned bidder, having examined the Bidding Documents including Bid Bulletins, as applicable hereby OFFER to (supply/deliver/perform) the above described items.</p> <p>I/We undertake, if our bid is accepted, to deliver the items in accordance with the terms and conditions contained in the bid documents, including the posting of the required performance security within ten (10) calendar days from receipt of the Notice of Award.</p> <p>Until a formal contract/order confirmation is prepared and signed, this Bid is binding on us.</p>		
Name of Company (in print)		
Signature of Company Authorized Representative		
Name and Designation (in print)		
Date		

Annex X
(page 4 of 6)

PLEASE USE THIS BID FORM. DO NOT RETYPE OR ALTER.
DEPARTMENT OF INFORMATION AND COMMUNICATIONS TECHNOLOGY
SUPPLY AND DELIVERY OF THREE (3) BRAND NEW UNITS OF SMART LAB AND VARIOUS ICT EQUIPMENT FOR THE STRATEGIC RESEARCH AND DEVELOPMENT SERVICE DIVISION LABORATORY PROJECT
DICTBAC-2016-09-009
TECHNICAL BID FORM

INSTRUCTION TO THE SUPPLIER: Indicate "COMPLY" (per line number) under **Bidder's Statement of Compliance** if Bidder can meet the technical specifications and project requirements. DO NOT LEAVE ANY BLANK. A "YES" or "NO" ENTRY WILL NOT BE ACCEPTED. FAILURE TO CONFORM WILL RESULT IN A RATING OF "FAILED".

Line No.:	Project Requirements If Awarded the Contract			Bidder's Statement of Compliance
6	Delivery Period			
	Please Check Item Being Bid	Description	Delivery Period	
	<input type="checkbox"/>	Supply and Delivery of Three (3) Units of Smart Lab (All-In-One Equipment) for the SRDSD Laboratory Project	Fifty (50) calendar days from receipt of Notice to Proceed	
	<input type="checkbox"/>	Supply and Delivery of ICT Equipment for the SRDSD Laboratory Project	Thirty Five (35) calendar days from receipt of Notice to Proceed	

BIDDER'S UNDERTAKING

I/We, the undersigned bidder, having examined the Bidding Documents including Bid Bulletins, as applicable hereby OFFER to (supply/deliver/perform) the above described items.

I/We undertake, if our bid is accepted, to deliver the items in accordance with the terms and conditions contained in the bid documents, including the posting of the required performance security **within ten (10) calendar days** from receipt of the Notice of Award.

Until a formal contract/order confirmation is prepared and signed, this Bid is binding on us.

Name of Company (in print)
Signature of Company Authorized Representative
Name and Designation (in print)

Date

Annex X
(page 6 of 6)

PLEASE USE THIS BID FORM. DO NOT RETYPE OR ALTER.			
DEPARTMENT OF INFORMATION AND COMMUNICATIONS TECHNOLOGY			
SUPPLY AND DELIVERY OF THREE (3) BRAND NEW UNITS OF SMART LAB AND VARIOUS ICT EQUIPMENT FOR THE STRATEGIC RESEARCH AND DEVELOPMENT SERVICE DIVISION LABORATORY PROJECT			
DICTBAC-2016-09-009			
TECHNICAL BID FORM			
<p>INSTRUCTION TO THE SUPPLIER: Indicate "COMPLY" (per line number) under Bidder's Statement of Compliance if Bidder can meet the technical specifications and project requirements. DO NOT LEAVE ANY BLANK. A "YES" or "NO" ENTRY WILL NOT BE ACCEPTED. FAILURE TO CONFORM WILL RESULT IN A RATING OF "FAILED".</p>			
Line No.:	Project Requirements If Awarded the Contract		Bidder's Statement of Compliance
7	Operations and Maintenance Manual	To submit Operation and Maintenance Manual upon completion of the project (in CD and hard copy).	
8	Replacement/Repair of Defective Items	Replacement/Repair of defective items delivered within fifteen (15) calendar days from receipt of Notice of Defects from DICT. Service unit/s must be provided.	
9	Warranty	Warranty Certificate issued for one (1) year in favor of DICT.	
BIDDER'S UNDERTAKING			
<p>I/We, the undersigned bidder, having examined the Bidding Documents including Bid Bulletins, as applicable hereby OFFER to (supply/deliver/perform) the above described items.</p> <p>I/We undertake, if our bid is accepted, to deliver the items in accordance with the terms and conditions contained in the bid documents, including the posting of the required performance security within ten (10) calendar days from receipt of the Notice of Award.</p> <p>Until a formal contract/order confirmation is prepared and signed, this Bid is binding on us.</p>			
Name of Company (in print)			
Signature of Company Authorized Representative			
Name and Designation (in print)			

Date	
------	--

Section X. Reference Documents

Annex XI

SPECIAL BANK GUARANTEE (FOR RETENTION MONEY)

To : _____

Date : _____

WHEREAS, _____ with principal offices located at _____ (hereinafter called "the Contractor/Supplier") has undertaken, in pursuance of _____ dated _____ to execute supply of _____ at _____.

AND WHEREAS, it has been stipulated by you in the said Contract that the Contractor/Supplier shall furnish you with a Special Bank Guarantee by an authorized bank for the sum specified therein as security for compliance with their obligations in accordance to with the contract, including a warranty that the GOODS supplied are free from patent and latent defects and performance of corrective work for any manufacturing defects will be undertaken as required and that all the conditions imposed under the contract shall be fully met;

NOW THEREFORE, we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of PhP _____ proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon you first written demand and without cavil or argument, any sum or sums within the limits of PhP _____ as aforesaid without you needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby further affirm that this bank guarantee is irrevocable and intended to answer for the performance of corrective work for any manufacturing defects, to warrant that the goods supplied are free from met by the Contractor/Supplier.

We hereby waive the necessity of your demanding that said debt from the Contractor/Supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until _____ or a minimum of one (1) year, whichever comes later.

SIGNATURE AND SEAL OF GUARANTOR
NAME OF BANK
ADDRESS

Annex XII Form of Performance Security (Bank Guarantee)

To : **Department of Information and Communications
Technology (DICT)
DICT Building, C.P. Garcia Avenue, UP Diliman, Quezon City**

WHEREAS, *[insert name and address of Supplier]* (hereinafter called the "Supplier") has undertaken, in pursuance of Contract No. *[Insert number]* dated *[insert date]* to execute *[insert name of contract and brief description]* (hereinafter called the "Contract");

AND WHEREAS, it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS, we have agreed to give the Supplier such a Bank Guarantee;

NOW THEREFORE, we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Supplier, up to a total of *[insert amount of guarantee]*³ proportions of currencies in which the Contract Price is payable, and we undertake to you, upon your first written demand and without cavil or argument, any sum or sums within the limits of *[insert amount of guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there under or of any of the Contract documents which may be made between you and the Supplier shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the date of your issuance of the Notice of Final Acceptance.

SIGNATURE AND SEAL OF GUARANTOR

NAME OF BANK

ADDRESS

³ An amount is to be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract.

Section XI

Checklist of Requirements

DICT BAC CHECKLIST OF REQUIREMENTS FOR BIDDERS

Name of Company : _____
Supply and Delivery of Three (3) Brand New Units of Smart Lab and Various ICT Equipment for the Strategic Research and Development Service Division Laboratory Project
DICTBAC-2016-09-009
PhP2,471,845.00

Ref. No.	Particulars
ENVELOPE 1: ELIGIBILITY AND TECHNICAL DOCUMENTS	
ELIGIBILITY DOCUMENTS	
CLASS "A" DOCUMENTS	
12.1	(a.1.) ELIGIBILITY DOCUMENTS
	i. Registration certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives
	ii. Business/Mayor's permit for 2016 issued by the city or municipality where the principal place of business of the prospective bidder is located
	iii. Valid and Current Tax Clearance per Executive Order 398, Series of 2005, as finally reviewed and approved by the BIR.
	iv. Statement of all its Ongoing (including awarded contract/s not yet started, if any) within the last three (3) Years, (Annex I)
	v. Statement of Completed Single Largest Contract from January 2010 up to the day before the deadline for the submission bids of similar in nature equivalent to at least fifty percent (50%) of the ABC. Annex I-A
	vi. Copy of 2015 Annual Income Tax Return submitted through BIR's Electronic Filing and Payment System (EFPS) together with the following Audited Financial Statements for 2015 and 2014 (in comparative form or separate reports): a) Copy of Independent Auditor's Report; b) Balance Sheet (Statement of Financial Position); c) Income Statement (Statement of Comprehensive Income); Each of the above statements must have stamped " received " by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions
	vii. Duly signed Net Financial Contracting Capacity Computation (NFCC) for each lot being bid per Annex II , in accordance with ITB Clause 5.5 $NFCC = [(Current\ Assets\ minus\ Current\ Liabilities)\ (K)]\ minus\ the\ value\ of\ all\ outstanding\ or\ uncompleted\ portions\ of\ the\ projects\ under\ ongoing\ contracts,\ including\ awarded\ contracts\ yet\ to\ be\ started\ coinciding\ with\ the\ contract\ to\ be\ bid.$ Where: K: 10 for a contract duration of one year or less, 15 for a contract duration of more than one year up to two years, and 20 for a contract duration of more than two years.

	<p>Notes:</p> <ol style="list-style-type: none"> The values of the bidder’s current assets and current liabilities shall be based on the data submitted to BIR through its Electronic Filing and Payment System. Value of all outstanding or uncompleted contracts refers those listed in Annex-I. The detailed computation using the required formula must be shown as provided above. The NFCC computation must at least be equal to the total ABC of the lot being bid 									
CLASS “B” DOCUMENTS (FOR JOINT VENTURE)										
	<p>i. For Joint Ventures, Bidder to submit either:</p> <ol style="list-style-type: none"> Copy of the JOINT VENTURE AGREEMENT (JVA) in case the joint venture is already in existence, or Copy of Protocol / Undertaking of Agreement to Enter into Joint Venture signed by 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. (Annex III) <p><u>The JVA or the Protocol/Undertaking of Agreement to Enter into Joint Venture (Annex III) must include/specify the company/partner and the name of the office designated as authorized representative of the Joint Venture.</u></p> <p>For Joint Venture, the following documents must likewise be submitted:</p> <p>For Joint Venture <u>Between Two (2) Local Companies</u>, each partner should submit:</p> <ol style="list-style-type: none"> Registration Certificate from the Securities and Exchange Commission (SEC) for corporations, Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives; Business/Mayor’s permit for 2016 issued by the city or municipality where the principal place of business of the prospective bidder is located; Valid and Current Tax Clearance per Executive Order 398, Series of 2005, as finally reviewed and approved by the BIR. 									
<p>For item (iv) to (vii) of the required eligibility documents, submission by any of the Joint Venture partner constitutes compliance.</p>										
TECHNICAL DOCUMENTS										
<p>12.1 (b)(i)</p>	<p>Bid security shall be issued in favor of the DEPARTMENT OF INFORMATION AND COMMUNICATIONS TECHNOLOGY (DICT) valid at least one hundred twenty (120) days after date of bid opening in any of the following forms:</p> <ol style="list-style-type: none"> BID SECURING DECLARATION per Annex IV; or Cashier’s / Manager’s Check equivalent to at least 2% of ABC issued by a Local or Universal or Local Commercial Bank. <table border="1" data-bbox="358 1665 1369 1919"> <thead> <tr> <th data-bbox="358 1665 773 1892">Description</th> <th data-bbox="773 1665 854 1892">Qty</th> <th data-bbox="854 1665 1195 1892">DICT ABC Total Price</th> <th data-bbox="1195 1665 1369 1892">Bid Security: Cash, Cashier’s / Manager’s Check, (2%) (P)</th> </tr> </thead> <tbody> <tr> <td data-bbox="358 1892 773 1919">Supply and Delivery of Three (3)</td> <td data-bbox="773 1892 854 1919">1</td> <td data-bbox="854 1892 1195 1919">1,396,845.00</td> <td data-bbox="1195 1892 1369 1919">27,936.90</td> </tr> </tbody> </table>	Description	Qty	DICT ABC Total Price	Bid Security: Cash, Cashier’s / Manager’s Check, (2%) (P)	Supply and Delivery of Three (3)	1	1,396,845.00	27,936.90	
Description	Qty	DICT ABC Total Price	Bid Security: Cash, Cashier’s / Manager’s Check, (2%) (P)							
Supply and Delivery of Three (3)	1	1,396,845.00	27,936.90							

	Units of Smart Lab (All-In-One Equipment) for the SRDSD Laboratory Project	Lot		
	Supply and Delivery of ICT Equipment for the SRDSD Laboratory Project	1 lot	1,075,000.00	21,500.00

12.1 (b)(x)	<p>Proof of Authority of the Bidder's authorized representative/s:</p> <p>a) FOR SOLE PROPRIETORSHIP (IF OWNER OPTS TO APPOINT A REPRESENTATIVE): Duly notarized Special Power of Attorney</p> <p>b) FOR CORPORATIONS, COOPERATIVE OR THE MEMBERS OF THE JOINT VENTURE: Duly notarized Secretary's Certificate evidencing the authority of the designated representative/s.</p> <p>IN THE CASE OF UNINCORPORATED JOINT VENTURE: Each member shall submit a separate Special Power of Attorney and/or Secretary's Certificate evidencing the authority of the designated representative/s.</p>										
12.1 (b)(xi)	<p>Omnibus Sworn Statements using the form prescribed. (Annex V)</p> <p>a) Authority of the designated representative</p> <p>b) Non-inclusion of blacklist or under suspension status</p> <p>c) Authenticity of Submitted Documents</p> <p>d) Authority to validate Submitted Documents</p> <p>e) Disclosure of Relations</p> <p>f) Compliance with existing labor laws and standards</p> <p>g) Bidder's Responsibility</p> <p>h) Did not pay any form of consideration</p> <p>i) Company Official Contact Reference</p>										
12.1 (b)(xii)	Compliance with the Schedule of Requirements as per Section VI										
12.1 (b)(xiii)	Compliance with the Technical Specifications as per Section VII										
ENVELOPE 2: FINANCIAL DOCUMENTS											
13.1 (a)	<p>Completed and signed Financial Bid Form. Bidder must use, accomplish and submit Financial Bid Form hereto attached Annex VI-A and VI-B</p> <table border="1" style="width: 100%;"> <thead> <tr> <th rowspan="2">Description</th> <th rowspan="2">Qty</th> <th>ABC P (VAT Inclusive)</th> </tr> <tr> <th>Total</th> </tr> </thead> <tbody> <tr> <td>Supply and Delivery of Three (3) Units of Smart Lab (All-In-One Equipment) for the SRDSD Laboratory Project</td> <td>1 Lot</td> <td>1,396,845.00</td> </tr> <tr> <td>Supply and Delivery of ICT Equipment for the SRDSD Laboratory Project</td> <td>1 lot</td> <td>1,075,000.00</td> </tr> </tbody> </table> <p>The ABC is inclusive of VAT. Any proposal with a financial component exceeding the ABC shall not be accepted. Further, the sum of bid for each item indicated in the Detailed Financial Breakdown per Annex VII-A and Annex VII-B must be equal to the signed and submitted Financial Bid Form per Annex VII.</p>	Description	Qty	ABC P (VAT Inclusive)	Total	Supply and Delivery of Three (3) Units of Smart Lab (All-In-One Equipment) for the SRDSD Laboratory Project	1 Lot	1,396,845.00	Supply and Delivery of ICT Equipment for the SRDSD Laboratory Project	1 lot	1,075,000.00
Description	Qty			ABC P (VAT Inclusive)							
		Total									
Supply and Delivery of Three (3) Units of Smart Lab (All-In-One Equipment) for the SRDSD Laboratory Project	1 Lot	1,396,845.00									
Supply and Delivery of ICT Equipment for the SRDSD Laboratory Project	1 lot	1,075,000.00									
13.1 (a)	Detailed Financial Breakdown per Annex VII-A and Annex VII-B										
15.4(a)	Completed "For Goods Offered from Abroad" and/or "For Goods Offered From										

(i) & 15.4(b) (ii)	Within the Philippine” Forms per Annex VIII-A and Annex VIII-B, whichever is applicable.	
13.1 (b)	If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a Certification from the DTI, SEC or CDA to be enclosed pursuant to the Revised IRR of R.A. 9184.	
NOTE:	In case of inconsistency between the Checklist of Requirements for Bidders and the provisions in the Instruction to Bidders/Bid Data Sheet, the Instruction to Bidders/Bid Data Sheet shall prevail	