

PHILIPPINE ECONOMIC ZONE AUTHORITY

**Procurement of
Desktops and Laptops
for PEZA Head Office,
SEZs, and JPCO
(PEZA-HO-2023-05)**

Government of the Republic of the Philippines

(2023)

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid

PROCUREMENT OF DESKTOPS AND LAPTOPS FOR PEZA HEAD OFFICE, SEZs, AND JPCO (PEZA-HO-2023-05)

1. The Philippine Economic Zone Authority (PEZA), through its Corporate Operating Budget for CY 2023 intends to apply the sum of **Eight Million and Eighty-Five Thousand Pesos (Php 8,085,000.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for the “**Procurement of Desktops and Laptops for PEZA Head Office, SEZs, and JPCOs**” (PEZA-HO-2023-05).

Item	Description	Approved Budget for Contract
Lot 1	Branded All-in-One Desktops	Php 8,085,000.00
	Uninterruptible Power Supply	
	Branded Laptops	

Bids received in excess of the ABC shall be automatically rejected at bid opening.

2. The Philippine Economic Zone Authority now invites bids for the above titled Procurement Project. Bidders should have completed, within **five (5) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “pass/fail” criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the “Government Procurement Reform Act”.
 - a. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA 5183.
4. Interested bidders may obtain further information from PEZA and inspect the Bidding Documents at the address given below during office hours from Mondays to Fridays, 9:00 AM to 4:00 PM

5. A complete set of Bidding Documents may be acquired by interested Bidders on **10 August 2023** from the address below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Ten Thousand Pesos Only (₱10,000.00).

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

6. The Philippine Economic Zone Authority will hold a Pre-Bid Conference on **18 August 2023 (2:00pm) at the 8th floor, DoubleDragon Center West Building, DD Meridian Park, Macapagal Blvd., Pasay City and/or through video conferencing or webcasting via Microsoft Teams**, which shall be open to prospective bidders.

7. Interested bidders shall inform the PEZA-BAC through its Secretariat, by sending an email at bacsec@peza.gov.ph, of their intention to participate in the Pre-Bid Conference at least one (1) day prior to the date of the conference.

The prospective bidders may join physically at the PEZA Head Office, **PEZA Conference Room, 8th floor, DoubleDragon Center West Building, DD Meridian Park, Macapagal Blvd., Pasay City** or **virtually via Microsoft Teams**. The meeting link will be provided by the BAC Secretariat to the prospective bidders before the start of the Pre-Bid Conference.

8. **Hard copies and soft copies of bids** (1 original, 1 copy and a soft copy in Flash drive), sealing them all in an outer envelope, must be duly received by the BAC Secretariat through manual submission at the address indicated below on or before **10:00 a.m. 31 August 2023**. Late bids shall not be accepted.

9. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 14.

10. Bid opening shall be on **31 August 2023, 3:00 p.m.** at the **8th floor, DoubleDragon Center West Building, DD Meridian Park, Macapagal Blvd., Pasay City** and/or through video conferencing or webcasting via Microsoft Teams to observe social distancing. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

Activity	Schedule
Posting of Invitation to Bid	10 August 2023
Issuance and Availability of Documents	10 August 2023
Pre-Bid Conference	18 August 2023 2:00 PM
Deadline for Submission of bids	31 August 2023 2:00 PM
Opening of bids	31 August 2023 3:00 PM

The meeting link will be provided by the BAC Secretariat to the prospective bidders before the start of the bid opening.

11. In case any of the above dates is declared as a special non-working holiday, it shall automatically be moved to the next working day.
12. The Philippine Economic Zone Authority reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.
13. For further information, please refer to:

*Philippine Economic Zone Authority
Bids and Awards Committee Secretariat
8th floor, DoubleDragon Center West Building,
DD Meridian Park, Macapagal Blvd., Pasay City
Email: bacsec@peza.gov.ph
Tel. No. (02) 8551-3451 loc 634
www.peza.gov.ph*

(Sgd)

GM ANIDELLE JOY M. ALGUSO
BAC Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, PEZA wishes to receive Bids for the Procurement of Desktops and Laptops for PEZA Head Office, SEZs, and JPCO (PEZA-HO-2023-05).

The Procurement Project (referred to herein as “Project”) is composed of 1 lot, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for CY 2023 in the amount of Php 8,085,000.00.

2.2. The source of funding is:

a. GOCC and GFIs, the Corporate Operating Budget.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
 - a. The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on **18 August 2023, 02:00pm**, as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within three (3) years prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in the **BDS**.
 - b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price,

the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.

- ii. The price of other (incidental) services, if any, as listed in the **BDS**.

13. Bid and Payment Currencies

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid for 120 calendar days reckoned from the bid opening date. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

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

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

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

- 19.4. The Project shall be awarded as follows:

One Project having several items that shall be awarded as one contract.

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

committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: a. Desktops or Laptops b. completed within three (3) years prior to the deadline for the submission and receipt of bids.
7.1	<i>Subcontracting is not allowed.</i>
12	No further instructions.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: a. The amount of not less than Php 161,700.00 if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than PhP 404,250.00, if bid security is in Surety Bond.
19.3	No further instructions.
20.2	No additional requirements.
21.2	No additional requirements.

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

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

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project. In addition to tests in the **SCC**, **Section VII (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

GCC Clause	
1	<i>No additional requirements.</i>
2.2	<p>One-time payment shall be made, upon issuance of a Certificate of Acceptance by the Administrative Service, in accordance with budgeting, accounting, and auditing laws, rules, and regulations.</p> <p>In order to proceed with the payment process, the bidder must submit the following documents in case they were not submitted during the deadline for the submission of bidding documents/post-qualification stage/contract signing stage, as applicable:</p> <ul style="list-style-type: none"> a. Notarized Omnibus Sworn Statement in lieu of the submitted unnotarized Omnibus Sworn Statement; and b. Notarized Performance Securing Declaration (PSD) or any form of Performance Security, as stated in Section 39 of the 2016 Revised IRR of RA No. 9184, in lieu of the unnotarized PSD.
3	<p>In accordance with item 6.4 of GPPB Resolution No. 09-2020, a Performance Securing Declaration (PSD) shall be accepted in lieu of a performance security to guarantee the winning bidder's faithful performance of obligations under the contract, subject to the following:</p> <ul style="list-style-type: none"> a. Similar to the PSD used in Framework Agreement, such declaration shall state, among others, that the winning bidder shall be blacklisted from being qualified to participate in any government procurement activity for one (1) year, in case of first offense or two (2) years, if with prior similar offense, in the event it violates any of the conditions stated in the contract; b. An unnotarized PSD may be accepted, subject to submission of a notarized PSD before payment, unless the same is replaced with a performance security in the prescribed form, as stated below; and <p>The end-user may require the winning bidder to replace the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 Revised IRR of RA No. 9184 upon lifting of the State of the Calamity, or community quarantine or similar restriction, as the case may be.</p>
4	<p>The inspection and approval as to the acceptability of the Goods vis-à-vis its compliance with the technical specifications will be done with prior written notice to the authorized representative of the Supplier. The inspection will push through as scheduled even in the absence of the Supplier's representative, if the latter was duly notified. In which case, the result of the inspection conducted by the Procuring Entity shall be final and binding upon the Supplier.</p>

Section VI. Schedule of Requirements

The delivery schedule stipulates hereafter the date of delivery to the project site.

Item Number	Description	Quantity	Delivered, Weeks/Months
1	Branded All-in-One Desktops	105	Delivery period-within 120 Days
2	Uninterruptible Power Supply	105	
3	Branded Laptops	15	

* The period for the performance of the obligations under the Contract shall not be beyond the validity of the corresponding appropriations for the Project.

I hereby certify to comply and deliver all the above requirements.

Name of Company/Bidder Signature Over Printed Name of Representative Date

Section VII. Technical Specifications

Technical Specifications

Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter.

Item No.	Qty	Technical Specifications	Statement of Compliance																		
1	105	BRANDED ALL-IN-ONE DESKTOPS																			
		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">ISO Certification</td> <td>Manufactured by an ISO 9001 or ISO 9002 certified Personal Computer manufacturing company. (supported by certified true copy of ISO certification)</td> </tr> <tr> <td>Quality Assurance</td> <td>The manufacturer must have a website where information and descriptions on product specifications can be viewed by the end-user. Manufacturer's website should have downloadable manuals and the latest drivers. Manufacturer must have a Technical Support or Customer Support Website Brand must have a manufacturer's local depot for spare parts. (supported by a letter of certification and address from the manufacturer with the option of the agency to do site visit) Brand must have at least 20 years presence in the international market. Brand must have a list of service centers or accredited service centers nationwide.</td> </tr> <tr> <td>Display</td> <td>23.8 inch</td> </tr> <tr> <td>Processor</td> <td>12th Gen Intel i5 or Ryzen 5 7000 Series Processor</td> </tr> <tr> <td>Memory</td> <td>16GB (2x8 GB DDR4-3200 MHz RAM)</td> </tr> <tr> <td>Storage</td> <td>1TB SATA 7200RPM 2.5" HDD 256GB M.2 NVMe PCIe 3.0 SSD</td> </tr> <tr> <td>Intergrated GPU</td> <td>Intel Iris X° Graphics (dual channel memory) or equivalent</td> </tr> <tr> <td>Graphics</td> <td>720p</td> </tr> <tr> <td>Wireless</td> <td>Wi-Fi 6(802.11ax) (Dual band) 2*2 + Bluetooth 5.1</td> </tr> </table>	ISO Certification	Manufactured by an ISO 9001 or ISO 9002 certified Personal Computer manufacturing company. (supported by certified true copy of ISO certification)	Quality Assurance	The manufacturer must have a website where information and descriptions on product specifications can be viewed by the end-user. Manufacturer's website should have downloadable manuals and the latest drivers. Manufacturer must have a Technical Support or Customer Support Website Brand must have a manufacturer's local depot for spare parts. (supported by a letter of certification and address from the manufacturer with the option of the agency to do site visit) Brand must have at least 20 years presence in the international market. Brand must have a list of service centers or accredited service centers nationwide.	Display	23.8 inch	Processor	12th Gen Intel i5 or Ryzen 5 7000 Series Processor	Memory	16GB (2x8 GB DDR4-3200 MHz RAM)	Storage	1TB SATA 7200RPM 2.5" HDD 256GB M.2 NVMe PCIe 3.0 SSD	Intergrated GPU	Intel Iris X° Graphics (dual channel memory) or equivalent	Graphics	720p	Wireless	Wi-Fi 6(802.11ax) (Dual band) 2*2 + Bluetooth 5.1	
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	LAN	Realtek RTL8111H 10/100/1000 GbE	
	Camera	720p	
	Side I/O Port	1x Kensington lock 1x 3.5mm combo audio jack 1x USB 2.0 Type-A	
	Back I/O Port	1x DC-in 1x RJ45 Gigabit Ethernet 1x HDMI in 1.4 1x HDMI out 1.4 1x USB 2.0 Type-A 1x USB 3.2 Gen 1 Type-C 3x USB 3.2 Gen 1 Type-A	
	Audio	Built-in microphone Built-in speakers	
	AC Adapter	a4.5, 90W AC Adapter, Output: 19V DC, 4.74A, 90W, Input: 100-240V AC 50/60Hz universal	
	Compliance	EPEAT Silver, Energy Star 8, RoHS, REACH	
	USB Keyboard and Mouse	Same brand-wired	
	Warranty	3 years parts, 3 years labor, 3 years onsite: Next Business Day Must have a technical support Toll-Free number for technical assistance within working hours and should be operational and functional for at least within the warranty period. Must have the manufacturer's warranty certificate	
	Delivery	120 Days	

Item No.	Qty	Technical Specifications	Statement of Compliance
2	105	UNINTERRUPTIBLE POWER SUPPLY	
		ISO Certification Manufactured by an ISO 9001.	

	Quality Assurance	The manufacturer must have a website where information and descriptions on product specifications can be viewed by the end-user. Manufacturer must have a Technical Support or Customer Support Website Brand must have a manufacturer's local depot for spare parts. (supported by a letter of certification and address from the manufacturer with the option of the agency to do site visit) Brand must have at least 20 years presence in the international market.	
	Output Power Capacity	650 VA/360 Watts	
	Nominal Output Voltage	230 V	
	Input Voltage Range	140-300 V	
	Input Frequency	50 Hz	
	Operating Frequency	50 Hz	
	Connection	NEMA 5-15P	
	Output Connections	(4) NEMA 5-15R	
	Battery Type	Maintenance-free, sealed lead acid battery, leak proof	
	Regulatory Approvals	IEC 60204-1, IEC 60204-2	
	Surge Protection	All Outlets	
	Warranty	2 years parts, 2 years labor, 2 years onsite : Next Business Day Must have a technical support Toll-Free number for technical assistance within working hours and should be operational and functional for at least within the warranty period. Must have the manufacturer's warranty certificate	
	Delivery	120 Days	

Item No.	Qty	Technical Specifications		Statement of Compliance
1	105	BRANDED LAPTOPS		
		ISO Certification	Manufactured by an ISO 9001 or ISO 9002 certified Personal Computer manufacturing company. (supported by certified True copy of ISO certification)	
		Quality Assurance	<p>The manufacturer must have a website where information and descriptions on product specifications can be viewed by the end-user. Manufacturer's website should have downloadable manuals and the latest drivers. Manufacturer must have a Technical Support or Customer Support Website</p> <p>Brand must have a manufacturer's local depot for spare parts. (supported by a letter of certification and address from the manufacturer with the option of the agency to do site visit)</p> <p>Brand must have at least 20 years presence in the international market.</p> <p>Brand must have a list of service centers or accredited service centers nationwide.</p>	
		Processor	12th Gen Intel i5 or Ryzen 5 7000 Series Processor	
		Chipset	Integrated SoC or equivalent	
		Memory	16GB (2x8 GB DDR4-3200 MHz RAM)	
		Storage	512 GB PCIe NVMe M.2 SSD	
		LCD	35.6 cm (14") diagonal, FHD (1920 x 1080), multitouch-enabled, IPS, edge to-edge glass, micro-edge, 250 nits, 45% NTSC, 360 degree hinge	
		Graphics	Intel Iris X• Graphics (dual channel memory) or equivalent	
		I/O Ports	2 x SuperSpeed USB Type-A 5Gbps signaling rate 1 x headphone/microphone combo 1 x AC smart pin 1 x HDMI 2.1 1 x SuperSpeed USB Type-C	
		LAN	Realtek RTL8111H 10/100/1000 GbE	

	Camera	720p	
	Side I/O Port	1x Kensington lock 1x 3.5mm combo audio jack 1x USB 2.0 Type-A	
	Wireless	Realtek Wi-Fi 6 (2x2) and Bluetooth@ 5.2 combo (Supporting Gigabit data rate) MU-MIMO supported	
	Bluetooth	Yes	
	Camera	720p	
	Compliance	EPEAT Silver, Energy Star 8	
	Accessories	Wireless rechargeable mouse and Laptop Bag	
	Warranty	3 years parts, 3 years labor, 3 years onsite: Next Business Day Must have a technical support Toll-Free number for technical assistance within working hours and should be operational and functional for at least within the warranty period. Must have the manufacturer's warranty certificate	
	Delivery	120 Days	

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

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

Technical Documents

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

Financial Documents

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

Class “B” Documents

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

II. FINANCIAL COMPONENT ENVELOPE

- (i) Original of duly signed and accomplished Financial Bid Form; **and**
- (j) Original of duly signed and accomplished Price Schedule/Breakdown of Bid Price (**Annex D**).

**Editable versions of Standard Bidding Forms, may be downloaded at the gppb website, link as follows: <https://www.gppb.gov.ph/downloadable-forms/#tab-61412>*

**Statement of all Ongoing Government and Private Contracts Including
Contracts Awarded but not yet Started**

[shall be submitted with the Bid]

Business Name : _____
Business Address : _____

Name of Client/ Contact Person/Contact Number/Contact Email Address	Date of the Contract	Title of the Project in the Contract	Kindsof Goods	Total Amount of Contract	Value of Outstanding Contracts	Date of Delivery
<u>Government</u>						
<u>Private</u>						

Submitted by : _____
(Print Name and Signature)

Designation : _____

Date : _____

Instructions:

- i. State **ALL** ongoing contracts including those awarded but not yet started (government **[including the PEZA]** and private contracts which may be **similar or not similar** to the project subject of the bidding) as of the deadline for the submission of bids.
- ii. If there is no ongoing contract including those awarded but not yet started as of the aforementioned period, state none or its equivalent term.
- iii. The total amount of the ongoing and awarded but not yet started contracts must be consistent with those used in the Net Financial Contracting Capacity (NFCC).

Statement of Single Largest Completed Contract which is similar in Nature

[shall be submitted with the Bid]

Business Name : _____
 Business Address : _____

Name of Client/ Contact Person/Contact Number/Contact Email Address	Date of Contract	Title of the Contract/Na me of the Project	Kinds of Goods	Amount of Contract	Date of Acceptance	End User's Acceptance or Official receipt(s) issued for the Contract

Submitted by : _____
 (Print Name and Signature)

Designation : _____

Date : _____

Instructions: s

a. Pursuant to Section 23.4.1.3 of the 2016

Revised IRR of RA No. 9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project, the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to the following requirements:

- i. a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC; and
- ii. It should have been completed (i.e., accepted) within three (3) years prior to the deadline for the submission of bids.

Note: Date of Acceptance shall mean the date when the items delivered have **satisfactorily met** the requirements of the procuring entity, as evidenced by either a Certificate of Final Acceptance and/or Completion from the bidder's client, or an Official Receipt or a Sales Invoice.

