

PHILIPPINE BIDDING DOCUMENTS

**PROCUREMENT OF BCDA  
IT EQUIPMENT FOR CY 2024**

**BASES CONVERSION AND DEVELOPMENT  
AUTHORITY**

**Sixth Edition  
July 2020**

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## *Section I.*

### *Invitation to Bid*

### *Procurement of BCDA IT Equipment for CY 2024*

1. The BASES CONVERSION AND DEVELOPMENT AUTHORITY (hereinafter referred to as BCDA), through its 2024 Corporate Operating Budget, intends to apply the amount of Pesos: **SEVEN MILLION FOUR HUNDRED TWENTY THOUSAND and 00/100 (Php7,420,000.00), inclusive of VAT and all other applicable government taxes, fees, and charges**, being the Approved Budget for the Contract (ABC) to payments under the contract for the **Procurement of BCDA IT Equipment for CY 2024** at the Bonifacio Technology Center (BTC) with the following line items:

Lot	Description	Qty	Unit Cost (in PhP)	Total (VAT Inc.)	Project Identification No.
<b>Lot 1</b>					BG2024-216-217-218-219-220-221-222
	Desktop	7	90,000	630,000	
	Notebook	44	90,000	3,960,000	
	Notebook for Design	1	180,000	180,000	
	Desktop for Design	1	150,000	150,000	
	Workstation Desktop	3	150,000	450,000	
	Workstation Notebook	1	150,000	150,000	
	Tablet	14	50,000	700,000	
	<i>Sub-Total</i>			<b>6,220,000</b>	
<b>Lot 2</b>					BG2024-223
	Network Switches	4	300,000	1,200,000	
	<i>Sub-Total</i>			<b>1,200,000</b>	
<b>Total:</b>				<b>PhP 7,420,000.00</b>	

Bids received in excess of the ABC for each line item, per lot shall be automatically rejected at the bid opening.

2. BCDA now invites bids for the **Procurement of BCDA IT Equipment for CY 2024**. Delivery of the Goods is required within one hundred fifty (120) calendar days from the receipt of Notice to Proceed (NTP). Bidders should have completed, within five (5) years prior to the date of submission and receipt



of bids, a contract similar to the project equivalent to at least 50% of the ABC per lot to be bid. The description of an eligible bidder is contained in the Instruction to Bidders (ITB) of the Bid Documents.

3. Selection of winning bidders will be through public bidding procedures using a non-discretionary “pass/fail” criterion, pursuant to Republic Act (RA) 9184, otherwise known as the “Government Procurement Reform Act”, and its Revised Implementing Rules and Regulations (RIRR). Participation 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 BCDA and inspect the Bidding Documents at the address given below during business hours from 8:00 AM – 3:00 PM and/or at the BCDA website (<https://www.bcda.gov.ph/bids>).
5. A complete set of Bidding Documents may be acquired by interested Bidders from the BCDA Corporate Center, 2<sup>nd</sup> Floor Bonifacio Technology Center, 31<sup>st</sup> St. cor. 2<sup>nd</sup> Avenue, Bonifacio Global City, Taguig City, starting **30 May 2024 to 24 June 2024 from 8:00 AM to 5:00 PM** except Saturdays, Sundays and Holidays, and until **10:00 AM on 24 June 2024**, upon payment of an applicable fee for the bidding documents, pursuant to the latest Guidelines issued by the GPPB.

The cost of bidding documents is as follows:

<b>IT Equipment</b>	<b>Amount of Bidding Documents</b>
Lot 1	Php 10,000
Lot 2	Php 5,000
Lot 1 & Lot 2	Php 10,000

The Procuring Entity shall allow the bidder to present its proof of payment for the fees *in cash, manager's check, or via online fund transfer to BCDA Account.*

The Bidding Documents may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of BCDA ([www.bcda.gov.ph/bids](http://www.bcda.gov.ph/bids)). Only bidders who purchased the Bidding Documents will be allowed to submit bids.

6. BCDA shall hold a Pre-Bid Conference on **10 June 2024 (Monday) at 10:00 AM** at the BCDA Corporate Center, 2<sup>nd</sup> Floor Bonifacio Technology Center, 31<sup>st</sup> St. cor. 2<sup>nd</sup> Avenue, Bonifacio Global City, Taguig City simultaneously via face-to-face and online through Zoom platform, which shall be open to prospective bidders. To be able to **join the online Pre-bid Conference**, a written request shall be made/e-mailed to the Bids and Awards Committee (BAC-G) Secretariat by the prospective bidders.
7. Bids must be duly received by the BAC Secretariat at the BCDA Corporate Center, 2<sup>nd</sup> Floor Bonifacio Technology Center, 31<sup>st</sup> St. cor. 2<sup>nd</sup> Avenue, Bonifacio Global City, Taguig City on or before **9:00 AM, 24 June 2024 (Monday)**.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB Clause 14**.



9. Bid opening shall be on **24 June 2024 (Monday) at 10:00 AM** on the same address given above. Bids will be opened in the presence of the bidders' representatives who choose to attend. Late bids shall not be accepted.
10. BCDA reserves the right to waive minor defects in forms and requirements as long as they do not affect the genuineness and authenticity of the documents submitted.
11. BCDA reserves the right to accept or reject any bid, to annul or cancel the bidding process, to 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.

For further information, please contact:

**QUEENNIE P. BAUTISTA**  
BAC for Goods Secretariat  
(02) 8575-1700 local 1731 / bacgsecretariat@bcda.gov.ph

**BIDS AND AWARDS COMMITTEE FOR GOODS**



**ATTY. ELVIRA V. ESTANISLAO**  
Chairperson  
Bids and Awards Committee for Goods



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

### **1. Scope of Bid**

The Procuring Entity, BCDA, wishes to receive Bids for the *IT Equipment 2024* as described in the Technical Specification herein the bidding documents (hereinafter referred to as the “Goods”)] under a Framework Agreement, with identification number as described in Section VII. Technical Specification.

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

### **2. Funding Information**

2.1. The Government of the Philippines (GOP), through the source of funding, as indicated below for the *IT Equipment 2024* in the amount of Pesos: ***Seven Million Four Hundred Twenty Thousand and 00/100 (Php7,420,000.00), inclusive of government taxes and fees.***

2.2. The source of funding is the BCDA CY 2024 Corporate Operating Budget.

### **3. Bidding Requirements**

The Bidding for the Project shall be governed by the provisions of RA 9184 and its 2016 Revised Implementing Rules and Regulations (RIRR), 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 shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex “I” of the 2016 RIRR 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. If applicable,
  - a. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
    - i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
    - ii. 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;
    - iii. When the Goods sought to be procured are not available from local suppliers; or
    - iv. When there is a need to prevent situations that defeat competition or restrain trade.
  - b. 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:

If applicable:

- a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- b. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.
- c. For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding: the Bidder should comply with the following requirements, if and when applicable:

- i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least *fifty percent (50%) in the case of non-expendable supplies and services or twenty-five percent (25%) in the case of expendable supplies*] of the ABC for this Project; and
- ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.

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

## **6. Origin of Goods**

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

## **7. Subcontracts**

7.1. The Procuring Entity has prescribed that subcontracting is not allowed.

## **8. Pre-Bid Conference**

The Procuring Entity will hold a pre-bid conference for this Project on **10 June 2024 (Monday)** at **10:00 AM** at the **BCDA Corporate Center, 2<sup>nd</sup> Floor, Bonifacio Technology Center 31<sup>st</sup> Street corner 2<sup>nd</sup> Avenue, Bonifacio- Global City Taguig City** and/or through videoconferencing/webcasting as indicated in paragraph 6 of the **IB**.

## **9. Clarification and Amendment of Bidding Documents**

Prospective bidders may request 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 five (5) years, a contract similar to the Project, 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 a foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated



by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

## **11. Documents comprising the Bid: Financial Component**

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

## **12. Bid Prices**

- 12.1. Prices indicated on the Price Schedule 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 the delivery of the Goods to their final destination; and
    - iv. The price of other (incidental) services, if any, listed in e.
  - b. For Goods offered from abroad:
    - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through

carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.

- ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

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

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

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

### **14. Bid Security**

14.1. The Bidder shall submit a Bid Securing Declaration<sup>1</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

14.2. The Bid and Bid Security shall be valid until one hundred twenty (120) calendar days from its issuance. 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**.

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<sup>1</sup> In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

## **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, the attendance of participants shall likewise be recorded by the BAC Secretariat.

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

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

## **18. Domestic Preference**

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

## **19. Detailed Evaluation and Comparison of Bids**

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

- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case may be. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.

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

- 19.4. The Project shall be awarded as:

One Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.

- 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*

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p>Contract for the <b>Procurement of IT Equipment</b></p> <p>The bidder must have completed, within the last five (5) years prior from the date of submission and receipt of bids, a contract similar to the Project, equivalent to at least fifty percent (50%) of the ABC of Lot to be bid.</p>
7.1	Subcontracting is not allowed.
12	The price of the Goods shall be quoted as delivered duty paid <i>in Philippine Pesos</i> .
14.1	<p>The bid security shall be in the form of a <b>Bid Securing Declaration</b>, or any of the following forms and amounts:</p> <p>For Lot 1:</p> <ul style="list-style-type: none"> <li>a. The amount of not less than <b>Php124,400.00</b> which is <i>two percent (2%) of ABCJ</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee, or irrevocable letter of credit; or</li> <li>b. The amount of not less than <b>Php311,000.00</b> which is <i>five percent (5%) of ABCJ</i> if bid security is in Surety Bond.</li> </ul> <p>For Lot 2:</p> <ul style="list-style-type: none"> <li>c. The amount of not less than <b>Php24,000.00</b> which is <i>two percent (2%) of ABCJ</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee, or irrevocable letter of credit; or</li> <li>d. The amount of not less than <b>Php60,000.00</b> which is <i>five percent (5%) of ABCJ</i> if bid security is in Surety Bond</li> </ul>
19.3	The Approved Budget for the Contract (ABC) is <b>Php 7,420,000.00</b> . Any Bids received in excess of the ABC for the project shall not be accepted.
21.2	<ul style="list-style-type: none"> <li>a. Blacklisted consultants or service providers shall not be allowed to participate in the bidding.</li> <li>b. The bidder must have completed, within the period specified in the Invitation to Bid, a Single Contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC of Lot to be bid. (For this purpose "similar contracts" shall refer to contracts involving the supply, delivery of IT Equipment.</li> <li>c. The bidder's SLCC, similar to the contract to be bid, should have been completed within (5) years prior to the deadline for the submission and receipt of bids.</li> </ul>

	<p>d. The cost proposal shall be inclusive of all applicable taxes, fees and other charges relative to the bid</p> <p>e. The bid price shall be written in words and figures in the prescribed form. In case of discrepancy between the words and figures, <b>the written in words shall prevail.</b></p> <p>f. The bidding shall be conducted on the date, time, and location as published in the Invitation to Bid. The bid date will be schedule for one (1) day and the sequence of bidding will be as follows:</p> <ul style="list-style-type: none"><li>- Opening of Eligibility and Technical Documents</li><li>- Opening of Financial Bid</li></ul> <p>g. The Contract for the BCDA IT Equipment for CY 2024 shall be awarded to the bidder who is declared as the “Lowest Calculated and Responsive Bid/Single Calculated and Responsive Bid”.</p> <p>h. In case of a tie, after the post qualification the provisions of the GPPB Circular 05-2005 (Tie Breaking Method) shall apply.</p> <p>i. In accordance with the GPPB Non-Policy Memorandum dated 03 April 2014 (Section 32.2.1(a) of the Revised Implementing Rules and Regulation of RA 9184), zero (0) bid in any item is considered non-compliant.</p> <p>j. A bid price higher than the specified ABC, <b>for each lot</b> shall automatically be disqualified.</p>
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# ***Section IV. General Conditions of Contract***

## **1. Scope of Contract**

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

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

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

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

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

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

## **3. Performance Security**

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

## **4. Inspection and Tests**

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC**, **Section 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**

- 6.1. 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.
- 6.2. 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	<p>a. Terms of Reference (TOR) or Technical Specification attached as Section VII</p> <p>Delivery and Documents</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>The delivery terms applicable to this Contract are to be delivered in Taguig City. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative is the Information and Communication Technology Department (ICTD).</p> <p>Incidental Services</p> <p>The Supplier is required to provide all services specified in Section VI.</p> <p>Schedule of Requirements, including additional services stated in TOR or Technical Specifications.</p> <p style="padding-left: 40px;">a. training of the Procuring Entity’s personnel, (online training)</p> <p>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.</p> <p>Spare Parts</p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <p>Select appropriate requirements and delete the rest.</p>

- a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
- b. in the event of termination of production of the spare parts:
  - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
  - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

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

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of [indicate here the time period specified. If not used, indicate a time period of three times the warranty period].

Spare parts or components shall be supplied as promptly as possible, but in any case, within [insert appropriate time period] 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 points in transit.

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

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

Name of the Procuring Entity

Name of the Supplier

Contract Description

	<p>Final Destination</p> <p>Gross weight</p> <p>Any special lifting instructions</p> <p>Any special handling instructions</p> <p>Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation – Not Applicable</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>
	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights</p>

	The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.
2.2	Partial payment is not allowed.
4	The inspections of the IT equipment shall be done upon delivery and shall be conducted by ICTD.

## *Section VI. Schedule of Requirements*

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

DESCRIPTION		QUANTITY	DELIVERED Weeks/Months
<b>LOT 1</b>	Desktop	7 units	Within 90 calendar days from receipt of Notice to Proceed
	Notebook	44 units	
	Notebook for Design	1 unit	
	Desktop for Design	1 unit	
	Workstation Desktop	3 unit	
	Workstation Notebook	1 unit	
	Tablet	14 units.	
<b>LOT 2</b>	Network Switches	4 units	Within 90 calendar days from receipt of Notice to Proceed

**Bidder's Authorized Representative:**

\_\_\_\_\_  
Signature over Printed Name

\_\_\_\_\_  
Principal Bidder / Supplier

***Section VII. Technical Specifications  
Procurement of BCDA IT Equipment for CY 2024***

<b>TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS</b>				
				<b>Compliance</b>
<b>LOT</b>	<b>UNITS</b>	<b>Item #</b>	<b>DESCRIPTION</b>	<p><b>Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A</b></p>



				statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.	
				Compliant	Non Compliant
<b>Lot 1</b>		<b>A.</b>	<b><u>IT EQUIPMENT</u></b>		
	<b>7 units</b>	<b>1.</b>	<b><u>Desktop</u></b>		
			<i>System Specifications:</i>		
			• Type: AIO or Tiny, Mini, Micro, or equivalent		
			• Processor: Intel Core i7 13th Gen or higher		
			• Memory: 16GB DDR4 or higher		
			• Storage: 1TB M.2 SSD or higher		
			• Wireless: WLAN 802.11 ax + BT5.1 or higher		
			• Ports: 2.0 and/or 3.2 USB, USB-C (min of 4 usb ports), HDMI, RJ45, Audio jack; (separate adaptors/connectors accepted),		
			• Display: 23.8" Display		
			• OS: Genuine Microsoft Windows 11 Pro 64 bit		
			<i>Others:</i>		
			• Internal Speaker		
			• Camera Full HD 1080p (external accepted)		
			• USB Keyboard and Optical Mouse (same brand)		
			• Headset or earphone (same brand or genuine global brand)		
			• VESA Mount (for Tiny, Mini, Micro, or equivalent)		
			• 650 VA UPS		
			• Must have Energy Star 6.1 or higher; or EPEAT Gold or RoHS compliant		

			<i>Warranty:</i>		
			• For the Desktop: 3 years Parts and Labor and Onsite (3/3/3)		
			• For the UPS: 2 years, For the battery: 1 year		
	<b>44 units</b>	<b>2.</b>	<b><u>Notebook</u></b>		
			<i>System Specifications:</i>		
			• Processor: Intel Core i7 13th Generation or higher		
			• Display: 15 inch (1920x1080) Anti-glare		
			• Memory: 16GB DDR4 or higher		
			• Storage: 1TB GB M.2 SSD or higher		
			• Ports: 3.2 USB, USB-C, HDMI, RJ45, Audio jack (separate adaptors/connectors accepted)		
			• Graphics: 2GB Graphics memory		
			• Battery: Li-Polymer Battery		
			• Camera: HD 720P Camera with Microphone or higher		
			• Wireless: WLAN 2x2 ax + Bluetooth 5.1 or higher		
			• OS: Genuine Microsoft Windows 11 Pro 64 bit		
			<i>Others:</i>		
			• Wireless Optical Mouse (same brand)		
			• Headset or earphone (same brand or genuine global brand)		
			• Fingerprint Reader		
			• With Carrying Case (Backpack type)		
			• AC Adapter - US		
			• Must have Energy Star 6.1 or higher; or EPEAT Gold or RoHS compliant		
			<i>Warranty:</i>		
			• 3 years Parts and Labor and Onsite (3/3/3)		
	<b>1 unit</b>	<b>3.</b>	<b><u>Notebook for Design</u></b>		
			<i>System Specifications:</i>		
			• Processor: M3 Pro chip with 12-core CPU, 18-core GPU or higher		
			• Memory: 18GB unified memory or higher		
			• Storage: 512GB SSD storage or higher		
			• Backlit Keyboard with Touch ID - US English		

			<ul style="list-style-type: none"> <li>• Display: 16-inch (diagonal) XDR display</li> </ul>		
			<ul style="list-style-type: none"> <li>• Battery: Built-in 100-watt-hour lithium-polymer battery</li> </ul>		
			<ul style="list-style-type: none"> <li>• Ports: Thunderbolt/USB 4 ports, HDMI port (external adapter accepted)</li> </ul>		
			<ul style="list-style-type: none"> <li>• Wireless: 802.11ax Wi-Fi, Bluetooth 5.0 or higher</li> </ul>		
			<ul style="list-style-type: none"> <li>• Camera: 1080p HD camera</li> </ul>		
			<ul style="list-style-type: none"> <li>• OS: Latest OS</li> </ul>		
			Others:		
			<ul style="list-style-type: none"> <li>• USB-C Power Adapter</li> </ul>		
			<ul style="list-style-type: none"> <li>• Multi-Touch trackpad</li> </ul>		
			<ul style="list-style-type: none"> <li>• Energy Star certified</li> </ul>		
			<i>Warranty:</i>		
			<ul style="list-style-type: none"> <li>• One (1) Year Parts and Labor</li> </ul>		
	<b>1 unit</b>	<b>4.</b>	<b><u>Desktop for Design</u></b>		
			<i>System Specifications:</i>		
			<ul style="list-style-type: none"> <li>• Processor: M3 chip with 8-core CPU, 10-core GPU or higher</li> </ul>		
			<ul style="list-style-type: none"> <li>• Memory: 16GB Unified memory</li> </ul>		
			<ul style="list-style-type: none"> <li>• Storage: 512GB SSD storage</li> </ul>		
			<ul style="list-style-type: none"> <li>• Display: 24-inch (diagonal) XDR display</li> </ul>		
			<ul style="list-style-type: none"> <li>• Ports: Thunderbolt /USB4 ports, USB 3, HDMI port (external adapter accepted)</li> </ul>		
			<ul style="list-style-type: none"> <li>• Wireless: 802.11ax Wi-Fi, Bluetooth 5.3 or higher</li> </ul>		
			<ul style="list-style-type: none"> <li>• Camera: 1080p HD camera</li> </ul>		
			<ul style="list-style-type: none"> <li>• OS: Latest OS</li> </ul>		
			Others:		
			<ul style="list-style-type: none"> <li>• Power Adapter and cord</li> </ul>		
			<ul style="list-style-type: none"> <li>• Energy Star certified</li> </ul>		
			<i>Warranty:</i>		
			<ul style="list-style-type: none"> <li>• One (1) Year Parts and Labor</li> </ul>		
	<b>3 units</b>	<b>5.</b>	<b><u>Workstation Desktop</u></b>		
			<i>System Specifications:</i>		
			<ul style="list-style-type: none"> <li>• Type: Tower Workstation</li> </ul>		
			<ul style="list-style-type: none"> <li>• Processor: Intel Xeon CPU W-Series or higher</li> </ul>		

			• Memory: 32GB Memory DDR4 Non-ECC or higher		
			• Storage: 1 TB SSD or higher		
			• Graphics: 4 GB or higher		
			• LAN: 10/100/1000, Integrated Gigabit Ethernet		
			• Ports: USB 2.0 and/or 3.1 or higher (min of 4 usb ports), Audio Jack/s, Display (separate adaptors/connectors accepted) (min of 4 usb ports)		
			• Wireless: Intel Wireless 2x2ax + Bluetooth or higher		
			• Display: 23.8" Monitor with HDMI or higher		
			• OS: Genuine Microsoft Windows 11 Pro 64 bit		
			<i>Others:</i>		
			• Integrated Intel SATA Controller		
			• Camera Full HD 1080p (external accepted)		
			• Keyboard and Optical Mouse (same brand)		
			• Headset or earphone (same brand or genuine global brand)		
			• 1 KVA UPS		
			• Must have Environment EPEAT Silver or Energy Star 7 Qualified or higher; or RoHS compliant		
			<i>Warranty:</i>		
			• For the Workstation: 3 years Parts and Labor and Onsite (3/3/3)		
			• For the UPS: 2 years, For the battery: 1 year		
	<b>1 unit</b>	<b>6.</b>	<b><u>Workstation Laptop</u></b>		
			System Specifications:		
			• Form Factor: Workstation		
			• Processor: Intel Xeon or Core i7 Processor 13th Gen or higher		
			• Memory: 32 GB DDR4 2666 MHz Memory or higher		
			• Storage: 1 TB NVMe PCIe SSD or higher		
			• Graphics: 4 GB or higher		
			• Display: 15.6" UHD (3840 x 2160) or higher		
			• LAN: 10/100/1000, Integrated Gigabit Ethernet		
			• Ports: Two USB 3.1 Gen 1, USB 3.1 Type-C Gen 1, USB 3.1 Type-C Gen 2 / Thunderbolt 3, HDMI 2.0, Ethernet (RJ-45), nano-SIM card slot, Audio jack, (external adaptor/converter accepted)		
			• Wireless: Intel Wireless 2x2AX + Bluetooth or higher		
			• Camera: HD 720P Camera with Microphone or higher		

			<ul style="list-style-type: none"> <li>• OS: Genuine Microsoft Windows 11 Pro 64 bit</li> </ul>		
			<ul style="list-style-type: none"> <li>• Battery: Li-Polymer Battery</li> </ul>		
			<b>Others:</b>		
			<ul style="list-style-type: none"> <li>• Wireless Optical Mouse (same Brand)</li> </ul>		
			<ul style="list-style-type: none"> <li>• Fingerprint Reader, Backlit Keyboard</li> </ul>		
			<ul style="list-style-type: none"> <li>• Headset or earphone (same brand)</li> </ul>		
			<ul style="list-style-type: none"> <li>• AC Adapter -US</li> </ul>		
			<ul style="list-style-type: none"> <li>• Carrying Case: Backpack type</li> </ul>		
			<ul style="list-style-type: none"> <li>• Must have Energy Star; or Environment EPEAT Gold or RoHS compliant</li> </ul>		
			Warranty:		
			<ul style="list-style-type: none"> <li>• Warranty: 3 years parts and labor and onsite (3/3/3)</li> </ul>		
	<b>14 units</b>	<b>7.</b>	<b><u>Tablet</u></b>		
			<b><i>System Specifications:</i></b>		
			<ul style="list-style-type: none"> <li>• Display size: 10.9” or higher</li> </ul>		
			<ul style="list-style-type: none"> <li>• Display type: Liquid Retina display</li> </ul>		
			<ul style="list-style-type: none"> <li>• With Anti-reflective coating</li> </ul>		
			<ul style="list-style-type: none"> <li>• Camera: (Front)12MP Ultra Wide front camera</li> </ul>		
			<ul style="list-style-type: none"> <li>• Camera: (Back) 12MP Wide camera</li> </ul>		
			<ul style="list-style-type: none"> <li>• Video: 4K video</li> </ul>		
			<ul style="list-style-type: none"> <li>• With Touch ID</li> </ul>		
			<ul style="list-style-type: none"> <li>• With USB-C connector</li> </ul>		
			<ul style="list-style-type: none"> <li>• Warranty 1 year parts and labor</li> </ul>		
<b>Lot 2</b>	<b>4 units</b>	<b>1.</b>	<b>Data Switches 24-port</b>		
			<i>Specifications:</i>		
			1 RU Form Factor 24-port data, 1 x 10G ,Network Essentials		
			Must deliver up-to 128 Gbps Full Duplex of switching capacity and 95.23 Mpps of forwarding rate		
			Switch Capabilities <ul style="list-style-type: none"> <li>• Flexible downlink options</li> <li>• Operational efficiency with optional backplane stacking, supporting stacking bandwidth up to 80 Gbps</li> <li>• UADP 2.0 Mini with integrated CPU offers customers optimized scale with better cost structure</li> <li>• Enhanced security with AES-128 MACsec encryption, policy-based segmentation, and trustworthy systems</li> </ul>		

		<ul style="list-style-type: none"> <li>• Plug and Play (PnP) enabled: A simple, secure, unified, and integrated offering to ease new branch or campus device rollouts or updates to an existing network</li> <li>• A Common Licensing based operating system for the enterprise product family with support for model-driven programmability and streaming telemetry</li> <li>• ASIC with programmable pipeline and micro-engine capabilities, along with template-based, configurable allocation of Layer 2 and Layer 3 forwarding, Access Control Lists (ACLs), and Quality of Service (QoS) entries</li> </ul>		
		<p>Smart operation</p> <ul style="list-style-type: none"> <li>• WebUI is an embedded GUI-based device-management tool that provides the ability to provision the device, to simplify device deployment and manageability, and to enhance the user experience. It comes with the default image, so there is no need to enable anything or install any license on the device. You can use WebUI to build configurations, and to monitor and troubleshoot the device without having CLI expertise.</li> <li>• The switches have an embedded RFID tag that facilitates easy asset and inventory management using commercial RFID readers.</li> <li>• The switches support both front and back blue beacon LEDs for easy identification of the switch being accessed.</li> <li>• The switches provide optimum power saving with Energy Efficient Ethernet (EEE) on the RJ-45 ports and low-power operations for industry best-in-class power management and power consumption capabilities. The ports support reduced power modes so that ports not in use can move into a lower power utilization state. Other efficient switch operation features are as follows:</li> <li>• Per-port power consumption command allows customers to specify a maximum power setting on an individual port.</li> <li>• The switches have hardware support to connect a Bluetooth dongle to your switch, enabling you to use this wireless interface as an IP management port interface. The port can be used for configuration and troubleshooting using WebUI or the Command-Line Interface (CLI), and to transfer images and configurations.</li> </ul>		
		<p>IP Routing Protocols</p> <p>The Express Forwarding hardware routing architecture delivers extremely high-performance IP routing in the Series switches, based on:</p> <ul style="list-style-type: none"> <li>• IP unicast routing protocols (including static, Routing Information Protocol Version 1 [RIPv1], RIPv2, RIPv6, and Open Shortest Path First [OSPF], Routed Access) are supported for small network routing applications with the Network Essentials stack. Equal-cost routing facilitates Layer 3 load balancing and redundancy across the stack.</li> <li>• Protocol-Independent Multicast (PIM) for IP multicast routing is supported, including PIM sparse mode (PIM SM), and Source-Specific Multicast (SSM).</li> <li>• Ipv6 addressing is supported on interfaces with appropriate show commands for monitoring and troubleshooting.</li> </ul>		
		<ul style="list-style-type: none"> <li>• Must have Ethernet management port: RJ-45 connectors, 4-pair Cat 5 UTP cabling</li> </ul>		
		<ul style="list-style-type: none"> <li>• Must have the following industry standards: IEEE 802.1s/w/x/x-Rev/ad/af/at</li> </ul>		

		<p>IEEE 802.3x full duplex on 10BASE-T, 100BASE-TX, and 1000BASE-T ports  IEEE 802.1D Spanning Tree Protocol  IEEE 802.1p CoS prioritization  IEEE 802.1Q VLAN  IEEE 802.3 10BASE-T specification  IEEE 802.3u 100BASE-TX specification  IEEE 802.3ab 1000BASE-T specification  IEEE 802.3z 1000BASE-X specification  RMON I and II standards  SNMPv1, v2c, and v3</p>		
		<ul style="list-style-type: none"> <li>• EMI and EMC compliance:  FCC Part 15 (CFR 47) Class A  ICES-003 Class A</li> <li>EMI and EMC compliance:  FCC Part 15 (CFR 47) Class A  ICES-003 Class A  EN 55032 Class A  CISPR 32 Class A  AS/NZS 3548 Class A  BSMI Class A  VCCI Class A  CISPR 35  EN 55024, EN300 386*, EN 61000-3-2, EN 61000-3-3  EN 61000-6-1</li> </ul>		
		<ul style="list-style-type: none"> <li>• Must have a Mean-Time-Between-Failures (MTBF) of 525,990</li> </ul>		
		<ul style="list-style-type: none"> <li>• Must Support Relative Humidity of Ambient (non condensing) operating: 5% to 90% non condensing</li> </ul>		
		<ul style="list-style-type: none"> <li>• Must Support up to 80 Gbps of Stacking bandwidth</li> </ul>		
		<ul style="list-style-type: none"> <li>• Must support up to 16,000 Media Access Control (MAC) Entries</li> </ul>		
		<ul style="list-style-type: none"> <li>• Must support up to 11,000 (8,000 direct routes and 3,000 indirect routes) Total number of IPv4 routes (ARP plus learned routes)</li> </ul>		
		<ul style="list-style-type: none"> <li>• Must support up to 3,000 IPv4 routes</li> </ul>		
		<ul style="list-style-type: none"> <li>• Must support up to 1,500 IPv6 routes</li> </ul>		
		<ul style="list-style-type: none"> <li>• Must support up to 1,000 Multicast Entries</li> </ul>		
		<ul style="list-style-type: none"> <li>• Must support up to 1000 QoS Scale Entries</li> </ul>		
		<ul style="list-style-type: none"> <li>• Must support up to 1500 ACL Scale Entries</li> </ul>		
		<ul style="list-style-type: none"> <li>• Must support up to 6 MB packet buffer</li> </ul>		
		<ul style="list-style-type: none"> <li>• Must support up to 16,000 Flexible NetFlow (FNF) entries</li> </ul>		
		<ul style="list-style-type: none"> <li>• Must support up to 2 GB DRAM</li> </ul>		
		<ul style="list-style-type: none"> <li>• Must support up to 4 GB Flash</li> </ul>		
		<ul style="list-style-type: none"> <li>• Must support up to 4096 Total VLAN IDs</li> </ul>		
		<ul style="list-style-type: none"> <li>• Must support up to 512 Total Switched Virtual Interfaces (SVIs)</li> </ul>		
		<ul style="list-style-type: none"> <li>• Must support up to 9198 bytes of Jumbo Frames</li> </ul>		
		<p>Warranty:</p>		
		<ul style="list-style-type: none"> <li>• 3 Years Parts/Labor/Support</li> </ul>		



		Support:		
		• 8x5xNext Business Day (NBD)		
		Inclusion: (per switch)		
	<b>8 units</b>	• Stack Module		
	<b>4 units</b>	• 100CM Stacking Cable		

<b>Note to Bidders:</b>				
1. The supplier must be an authorized service partner and reseller of the products/units being offered. Please present any proof (Distributorship Cert., MAF, etc.).				
2. Certification from the Product Manufacturer/Reseller that the products/units being offered are all brand new and original and not refurbished.				
3. The supplier must provide a Warranty Certificate in favor of BCDA for the parts and services of the units.				
4. On-site support shall be provided and addressed by suppliers on the following working day from receipt of notice from BCDA.				
5. The obligation for the warranty shall be covered by Retention money in an amount equivalent to at least one percent (1%) . The said amounts shall only be released after the lapse of the warranty period indicated per item of the TOR				

***Bidder's Authorized Representative:***

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

Legal capacity: \_\_\_\_\_

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

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

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

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

### **Class “A” Documents**

#### **Legal Documents**

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

#### **Technical Documents**

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

#### **Financial Documents**

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

## **Class “B” Documents**

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

## **II. FINANCIAL COMPONENT ENVELOPE**

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

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

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

# ***Section IX.***

## ***Bidding Forms***

### **Bid Form**

---

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

Invitation to Bid No.(reference no.): \_\_\_\_\_

To: BASES CONVERSION AND DEVELOPMENT AUTHORITY  
2<sup>nd</sup> Floor Bonifacio Technology Center  
31<sup>st</sup> St., Cor. 2<sup>nd</sup> Ave., Bonifacio Global City  
Taguig City

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

If our Bid is accepted, we undertake:

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

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

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

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

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

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

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

Legal capacity: \_\_\_\_\_

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

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

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

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

**For Goods Offered from Within the Philippines**

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

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

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

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

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

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

## **Omnibus Sworn Statement (Revised)**

*[shall be submitted with the Bid]*

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REPUBLIC OF THE PHILIPPINES )

CITY/MUNICIPALITY OF \_\_\_\_\_ ) S.S.

### **AFFIDAVIT**

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

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

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

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

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

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

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

3. *[Name of Bidder] is not “blacklisted” or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;***
4. *Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;*
5. *[Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;*
6. *[Select one, delete the rest:]*

*[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;*

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

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

7. *[Name of Bidder] complies with existing labor laws and standards; and*
8. *[Name of Bidder] is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:*
  - a. *Carefully examining all of the Bidding Documents;*
  - b. *Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;*
  - c. *Making an estimate of the facilities available and needed for the contract to be bid, if any; and*
  - d. *Inquiring or securing Supplemental/Bid Bulletin(s) issued for the [Name of the Project].*



9. *[Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.*
10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

*IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_ day of \_\_\_, 20\_\_ at \_\_\_\_\_, Philippines.*

*[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]*

*[Insert signatory's legal capacity]*

*Affiant*

**[Jurat]**

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

## **Bid Securing Declaration Form**

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

REPUBLIC OF THE PHILIPPINES)

CITY OF \_\_\_\_\_) S.S.

### **BID SECURING DECLARATION**

**Project Identification No.(reference no.): *[Insert number]***

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

I/We, the undersigned, declare that:

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

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

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

Affiant

**[Jurat]**

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

## Sample Forms: Goods and Services for Ongoing and Completed Contracts

SF-G&S-19A

### Statement of All Ongoing Government and Private Contracts Including Contracts Awarded but not yet Started

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

Name of the Contract	Date of the Contract	Contract Duration	Owner's Name and Address	Kinds of Goods	Amount of Contract	Value of Outstanding Contracts	Date of Delivery
<b><u>Government Contracts:</u></b>							
1.							
2.							
<b><u>Private Contracts:</u></b>							
1.							
2.							
<b>Total Amount:</b>							

\*Continue in a separate sheet if necessary..

Submitted by : \_\_\_\_\_  
 Signature over Printed Name of Authorized Representative

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

**Note:**

- If there is no ongoing contract including those awarded but not yet started, state none or equivalent term.
- The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC).

**Statement of Single Largest Completed Contract (SLCC)  
Similar in Nature to the Contract to be Bid**

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

Name of the Contract	Date of the Contract	Contract Duration	Owner's Name and Address	Kinds of Goods	Amount of Contract	Date of Delivery

Submitted by : \_\_\_\_\_  
 Signature over Printed Name of Authorized Representative

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

**Note:**

This statement shall be supported by ANY of the following:

- End User's Acceptance; or
- Official Receipt of the last payment received; or
- Sales Invoice

**FINANCIAL DOCUMENTS FOR ELIGIBILITY CHECK**

- A. Summary of the Applicant Supplier's/Distributor's/Manufacturer's assets and liabilities on the basis of the attached income tax return and audited financial statement, stamped "RECEIVED" by the Bureau of Internal Revenue or BIR authorized collecting agent, for the immediately preceding year and a certified copy of Schedule of Fixed Assets particularly the list of construction equipment.

		Year 20__
1.	Total Assets	
2.	Current Assets	
3.	Total Liabilities	
4.	Current Liabilities	
5.	Net Worth (1-3)	
6.	Net Working Capital (2-4)	

- B. The Net Financial Contracting Capacity (NFCC) based on the above data is computed as follows:  
 NFCC = K (current asset – current liabilities) minus the value of all outstanding works under ongoing contracts including awarded contracts yet to be started

NFCC = P \_\_\_\_\_

$K = 15$

Submitted by:

\_\_\_\_\_  
 Name of Supplier / Distributor / Manufacturer

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

*NOTE:*

1. If Partnership or Joint Venture, each Partner or Member Firm of Joint Venture shall submit the above requirements.

## ***Section X.***

### **Procurement of BCDA IT Equipment for CY 2024**

#### **SCHEDULE OF BIDDING ACTIVITIES\***

<b>No.</b>	<b>ACTIVITIES</b>	<b>DATE/SCHEDULE (2024)</b>
1	Pre-Procurement Conference	Thursday, 16 May 2024
2	Posting (Website, PhilGEPS & BCDA Premises)	Thursday, 30 May 2024
3	Issuance of Bid Documents	30 May 2024 - 24 June 2024
<b>4</b>	<b>Pre-Bid Conference</b>	10:00AM, Monday, 10 June 2024
5	Deadline for Request for Clarification, if any	Friday, 14 June 2024
6	Issuance of Bid Bulletin, if any	Tuesday, 18 June 2024
<b>7</b>	<b>Deadline for Submission of the ff: Eligibility Requirements and Financial Proposal</b>	09:00 AM, 24 June 2024
<b>8</b>	<b>Opening of the ff: Eligibility Requirements and the Financial Proposal</b>	10:00 AM, 24 June 2024
9	Bid Evaluation (TWG 's detailed evaluation of the submitted bids)*	25 June 2024 to 01 July 2024
10	Presentation of detailed bid evaluation*	01 July 2024
11	Sending of letter to the Bidder with LCB advising them on the conduct of Post-Qualification*	01 July 2024
12	Post Qualification on the Bidder with LCB or succeeding LCB (if any)*	02 July 2024 to 12 July 2024
13	Deliberation by BAC of the Results of Post qualification*	15 July 2024
14	Issuance of BAC's Recommendation (based on the Results of Post-Qual)*	On or before 19 July 2024
15	Approval of BAC Resolution and Issuance of Notice of Award*	On or before 24 July 2024
16	Issuance of Notice to Proceed and Contract Signing*	On or before 24 July 2024

***\*Subject to Change***

