

**BASES CONVERSION AND
DEVELOPMENT AUTHORITY**

**Procurement of BCDA IT Equipment and Software for 2nd
Semester of CY 2021**

October 2021

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Section I.
Invitation to Bid

1. The GOVERNMENT OF THE PHILIPPINES (GOP), through the **BASES CONVERSION AND DEVELOPMENT AUTHORITY (BCDA)** (hereinafter also referred to as the Procuring Entity), intends to apply the amount of **ONE MILLION SEVEN HUNDRED TWENTY NINE THOUSAND Php (Php1,729,000.00)** for the procurement of the BCDA IT Equipment and Software for 2nd Semester of CY 2021 with the following lots:

Lot	Description	Qty	Unit Cost	Total
A	Desktop	4	80,000	320,000.00
	Notebook 13"	1	80,000	80,000.00
	Notebook 15"	5	80,000	400,000.00
	PC Workstation Desktop	2	140,000	280,000.00
	<i>Sub-total</i>			1,080,000.00
B	AutoCAD (Additional)	1	100,000	100,000.00
	Adobe Acrobat Standard (additional)	24	11,000	264,000.00
	MS Office 2019 Standard (Windows) (additional)	13	19,000	247,000.00
	MS Office 2019 Standard (Mac) (additional)	2	19,000	38,000.00
	<i>Sub-total</i>			649,000.00
	Total ABC (Php)			1,729,000.00

***inclusive of VAT** and all other applicable government taxes, fees, and charges. Bids received in excess of the Approved Budget for the Contract (ABC) for each lot shall be automatically rejected at bid opening.

2. The BCDA now invites bids for the Procurement of **BCDA IT Equipment and Software for 2nd Semester of CY 2021**. Delivery of the Goods is required within 75 calendar days from the issuance of the Notice to Proceed.
3. Bidders should have completed, within three (3) years from the date of submission and receipt of bids, one (1) contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instructions to Bidders.
4. The bidding will be conducted through competitive bidding procedure using a non-discretionary “pass/fail” criterion as specified in the 2016 Revised Implementing Rules and Regulations (RIRR) of Republic Act (RA) 9184, otherwise known as the “Government Procurement Reform Act”.
5. The bidding is limited 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.
6. 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 to 3:00 PM and/or at the BCDA website (<https://bcda.gov.ph/bids>).

A complete set of Bidding Documents may be acquired by interested Bidders from the BCDA Corporate Center, 2nd Floor Bonifacio Technology Center, 31st St. cor. 2nd Avenue, Bonifacio Global City, Taguig City starting **13 October 2021 up to 04 November 2021 from 8:00 AM to 3:00 PM** except Saturdays, Sundays and Holidays, and **until 9:00 AM on 05 November 2021**, upon payment of a non-refundable fee of bidding documents for the following lots, pursuant to Section 17. 4 of RIRR of RA 9184:

Lot	Cost of Bidding Documents
A	5,000
B	1,000

In case the bidder decides to participate in the bidding for the two (2) lots, the bidder shall purchase a non-refundable fee of P5,000 for both bidding documents of Lot A and Lot B.

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), provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

7. BCDA will hold a Pre-Bid Conference (with online coverage) on **21 October 2021 at 10:00 AM** at the 2nd Floor Bonifacio Technology Center, 31st St. cor. 2nd Avenue, Bonifacio Global City, Taguig City and via video conferencing which shall be open to prospective bidders. To be able to join the online pre-bid conference, a scanned written request shall be made/mailed to the BAC Secretariat.
 8. Bids must be duly received by the BAC Secretariat at 2/F Floor Bonifacio Technology Center, 31st St. cor. 2nd Avenue, Bonifacio Global City, Taguig City on or before **05 November 2021 at 9:00 AM**. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB Clause 18**.
 9. Bid opening shall be held on **05 November 2021 at 10:00 AM** at the BCDA Corporate Center, 2/F Floor Bonifacio Technology Center, 31st St. cor. 2nd Avenue, Bonifacio Global City, Taguig City. Bids will be opened in the presence of the bidders' representatives who choose to attend the Bid Opening at the given address and at the same time, via video conferencing. An email invitation will be sent to bidders who purchased the bid documents.
- 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 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.

For more information, please refer to:

Mr. Raul G. Buensalida (BAC Secretariat Head) at telephone no. *8575-1731* and via the email address, *rgbuensalida@bcda.gov.ph*.

BIDS AND AWARDS COMMITTEE FOR GOODS

By:

JOSHUA M. BINGCANG
Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, BCDA wishes to receive Bids for the *Procurement of IT Equipment and Software 2021 2nd Semester as described in the Technical Specification herein the bidding documents (hereinafter referred to as the “Goods”)]* under a Framework Agreement}, with identification number as describe in Section VII. Technical Specification *[indicate number]*.

The Procurement Project (referred to herein as “Project”) is composed of two (2) Lots: Lot A - IT Equipment and Lot B - Software, 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 *the Procurement of IT Equipment and Software 2021 2nd Semester* in the amount of **One Million Seven Hundred Twenty Nine Thousand (PhP1,729,000.00)**, inclusive of government taxes and fees.

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

The Procuring Entity has prescribed that subcontracting is allowed. The portions of Project and the maximum percentage allowed to be subcontracted are indicated in the **BDS**, which shall not exceed twenty percent (20%) of the contracted Goods.

7.2. The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.

7.3. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on **21 October 2021 at 10:00 AM** at the **BCDA Corporate Center, 2nd Floor, Bonifacio Technology Center 31st Street corner 2nd 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 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* from the date of submission and receipt of bids, a contract similar to the Project.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.
- 11.5. Financial proposals for single or multi-year Framework Agreement shall be submitted before the deadline of submission of bids as prescribed in the **IB**. For multi-year Framework Agreement, evaluation of the financial proposal during this stage is for purposes of determining eligibility and whether or not such financial proposal is within the ABC.

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 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)**.
- 12.2. For Framework Agreement, the following should also apply in addition to Clause 12.1:
 - a. For a single year Framework Agreement, the prices quoted by the Bidder shall be fixed during the Bidder's performance of the

contract and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.

- b. For a multi-year Framework Agreement, the prices quoted by the Bidder during submission of eligibility documents shall be the ceiling and the price quoted during mini-competition must not exceed the initial price offer. The price quoted during call for mini-competition shall be fixed during the Bidder's performance of that Call-off and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.

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 Declaration¹ 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.

14.3. In the case of Framework Agreement, other than the grounds for forfeiture under the 2016 revised IRR, the bid security may also be forfeited if the successful bidder fails to sign the Framework Agreement, or fails to furnish the performance security or performance securing declaration. Without prejudice on its forfeiture, bid securities shall be returned only after the posting of performance security or performance securing declaration, as the case may be, by the winning

¹ 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.

Bidder or compliant Bidders and the signing of the Framework Agreement.

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**.

16.2. For multi-year Framework Agreement, the submission of bids shall be for the initial evaluation of their technical and financial eligibility. Thereafter, those declared eligible during the said initial eligibility evaluation and entered into a Framework Agreement with the Procuring Entity shall submit anew their best financial offer at the address and on or before the date and time indicated in the Call for each mini-competition.

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.
- 18.2. For multi-year Framework Agreement, determination of margin of preference shall be conducted every call for Mini-Competition.

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.
 - a. In the case of single-year Framework Agreement, the Lowest Calculated Bid shall be determined outright after the detailed evaluation;
 - b. For multi-year Framework Agreement, the determination of the eligibility and the compliance of bidders with the technical and financial aspects of the projects shall be initially made by the BAC, in accordance with Item 7.4.2 of the Guidelines on the Use of Framework Agreement.
- 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 follows:

Option 3 - One Project having several items, which shall be awarded as separate contracts per item.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective

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

20. Post-Qualification

- 20.1. For multi-year Framework Agreement, all bidders initially determined to be eligible and financially compliant shall be subject to initial post-qualification. The BAC shall then recommend the execution of a Framework Agreement among all eligible, technically and financially compliant bidders and the Procuring Entity and shall be issued by HoPE a Notice to Execute Framework Agreement. The determination of the Lowest Calculated Bid (LCB) shall not be performed by the BAC until a Mini-Competition is conducted among the bidders who executed a Framework Agreement. When a Call for Mini-Competition is made, the BAC shall allow the bidders to submit their best financial proposals on such pre-scheduled date, time and place to determine the bidder with the LCB.
- 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, *{[Include if Framework Agreement will be used:]}* or in the case of multi-year Framework Agreement, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant,}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**. *{[Include if Framework Agreement will be used:]}* For every mini-competition in Framework Agreement, the LCB shall likewise submit the required documents for final Post Qualification.}

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**.
- 21.2. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Framework Agreement Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- 21.3. Within ten (10) calendar days from receipt of the Notice to Execute Framework Agreement with the Procuring Entity, the successful Bidder or its duly authorized representative shall formally enter into a Framework Agreement with the procuring entity for an amount of One

Peso to be paid to the procuring entity as a consideration for the option granted by the procuring entity to procure the items in the Framework Agreement List when the need arises.

- 21.4. The Procuring Entity shall enter into a Framework Agreement with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 21.5. The following documents shall form part of the Framework Agreement:
 - a. Framework Agreement Form;
 - b. Bidding Documents;
 - c. Call-offs;
 - d. Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted (e.g., bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
 - e. Performance Security or Performance Securing Declaration, as the case may be;
 - f. Notice to Execute Framework Agreement; and
 - g. Other contract documents that may be required by existing laws and/or specified in the **BDS**.

Section III. Bid Data Sheet

ITB Clause																																														
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ol style="list-style-type: none"> a. For the procurement of BCDA IT Equipment and Software for 2nd Semester of CY 2021: b. The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC, within the past three (3) years (October 2018 to October 2021) from the date of submission and receipt of bids. 																																													
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19.3	<p>The Approved Budget for the Contract (ABC) is <u>Php 1,729,000.00</u>. Any Bids received in excess of the ABC for each lot shall not be accepted.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Lot</th> <th style="text-align: center;">Description</th> <th style="text-align: center;">Qty</th> <th style="text-align: center;">Unit Cost</th> <th style="text-align: center;">Total</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">A</td> <td>Desktop</td> <td style="text-align: center;">4</td> <td style="text-align: right;">80,000</td> <td style="text-align: right;">320,000.00</td> </tr> <tr> <td></td> <td>Notebook 13"</td> <td style="text-align: center;">1</td> <td style="text-align: right;">80,000</td> <td style="text-align: right;">80,000.00</td> </tr> <tr> <td></td> <td>Notebook 15"</td> <td style="text-align: center;">5</td> <td style="text-align: right;">80,000</td> <td style="text-align: right;">400,000.00</td> </tr> <tr> <td></td> <td>PC Workstation Desktop</td> <td style="text-align: center;">2</td> <td style="text-align: right;">140,000</td> <td style="text-align: right;">280,000.00</td> </tr> <tr> <td></td> <td style="text-align: right;"><i>Sub-total</i></td> <td></td> <td></td> <td style="text-align: right;"><i>1,080,000.00</i></td> </tr> <tr> <td style="text-align: center;">B</td> <td>AutoCAD (Additional)</td> <td style="text-align: center;">1</td> <td style="text-align: right;">100,000</td> <td style="text-align: right;">100,000.00</td> </tr> <tr> <td></td> <td>Adobe Acrobat Standard (additional)</td> <td style="text-align: center;">24</td> <td style="text-align: right;">11,000</td> <td style="text-align: right;">264,000.00</td> </tr> <tr> <td></td> <td>MS Office 2019 Standard (Windows) (additional)</td> <td style="text-align: center;">13</td> <td style="text-align: right;">19,000</td> <td style="text-align: right;">247,000.00</td> </tr> </tbody> </table>	Lot	Description	Qty	Unit Cost	Total	A	Desktop	4	80,000	320,000.00		Notebook 13"	1	80,000	80,000.00		Notebook 15"	5	80,000	400,000.00		PC Workstation Desktop	2	140,000	280,000.00		<i>Sub-total</i>			<i>1,080,000.00</i>	B	AutoCAD (Additional)	1	100,000	100,000.00		Adobe Acrobat Standard (additional)	24	11,000	264,000.00		MS Office 2019 Standard (Windows) (additional)	13	19,000	247,000.00
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	Total (Php) ABC			1,729,000.00
20.2	no further instructions			
21.2	<p>a. Blacklisted consultants or service providers shall not be allowed to participate in the bidding.</p> <p>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. (For this purpose "similar contracts" shall refer to contracts involving the provision of IT Equipment and Software).</p> <p>c. The bidder's SLCC, similar to the contract to be bid, should have been completed within (3) years (October 2018 to October 2021) prior to the deadline for the submission and receipt of bids.</p> <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, the written in words shall prevail.</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"> - Opening of Eligibility and Technical Documents - Opening of Financial Bid <p>g. The Contract for the BCDA IT Equipment and Software 2nd Semester of CY 2021 shall be awarded to the bidder who is declared as the "Lowest 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 November 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>			

- | | |
|--|--|
| | j. A bid price higher than the specified ABC, either taken as a whole or as an individual component shall automatically be disqualified. |
|--|--|

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**.
- 2.3. For a single-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier in its bid.
- 2.4. For multi-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier during conduct of Mini-Competition.

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. *{[Include if Framework Agreement will be used:] In the case of Framework Agreement, the Bidder may opt to furnish the performance security or a Performance Securing Declaration as defined under the Guidelines on the Use of Framework Agreement.}*

4. Inspection and Tests

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

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

5. Warranty

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. Schedule of Requirements, including additional services stated in TOR or Technical Specifications.</p> <p> 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 – Not Applicable</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><i>Select appropriate requirements and delete the rest.</i></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 – Not Applicable

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

	<p>Name of the Supplier</p> <p>Contract Description</p> <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> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	Partial payment is not allowed.
4	The inspections of the IT equipment and software shall be done upon delivery and shall be conducted by ICTD and supported by Certificate of Acceptance as basis for the payment and Inspection and Acceptance Report (IAR).

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.

Item Number	Description	Quantity	Delivered, Weeks/Months
1	Desktop	4	Within 75 calendar days from receipt of Notice to Proceed
2	Notebook 13"	1	
3	Notebook 15"	5	
4	PC Workstation Desktop	2	
5	AutoCAD (Additional)	1	
6	Adobe Acrobat Standard (additional)	24	
7	MS Office 2019 Standard (Windows) (additional)	13	
8	MS Office 2019 Standard (Mac) (additional)	2	

Bidder's Authorized Representative:

Signature over Printed Name

Principal Bidder / Supplier

Section VII. Technical Specifications

PROCUREMENT OF BCDA IT EQUIPMENT AND SOFTWARE for 2nd SEMESTER of CY 2021				
TECHNICAL COMPLIANCE FORM				
LOT NO.	ITEMS	SPECIFICATIONS	Compliance	
			Compliant	Non-Compliant
LOT A	4 units	Desktop		
		<i>System Specifications:</i>		
		• Form Factor: AIO or Micro,Mini,Tiny or equivalent		
		• Processor: Intel Core i7 11th Gen or higher		
		• Memory: 16GB DDR4		
		• Storage: 1TB SSD NVMe		
		• Wireless: Wireless LAN 802.11 ax + BT5.0		
		• Ports: 3.1 USB, USB-C, VGA, HDMI, RJ45, Audio jack; (separate adaptors/connectors accepted)		
		• Display: 23.8" Display		
		• Graphics: Integrated HD Graphics		
		• OS: Genuine Microsoft Windows 10 Pro 64 bit		
		<i>Others:</i>		
		• Optical drive		
		• USB Keyboard and Optical Mouse (same brand)		
		• Headset or earphone (same brand)		
		• VESA Mount bracket (for Micro,Mini,Tiny or equivalent form factor)		
		• 650 VA UPS		
		<i>Warranty:</i>		

		• Warranty: Three (3) years Parts and Labor		
		• For he UPS: 2 years, battery: 1 year		
	1 unit	<u>Windows Notebook 13"</u>		
		<i>System Specifications:</i>		
		• Form Factor: Laptop		
		• Processor: Intel Core i7 10th Generation or higher		
		• Display: 13.3 inch FHD (1920x1080) Anti-glare		
		• Memory: 16GB DDR4		
		• Storage: 1TB SSD		
		• Ports: 3.1 USB, USB-C, VGA, HDMI, RJ45, Audio jack; (separate adaptors/connectors accepted)		
		• Battery: Li-Polymer		
		• Camera: 720p HD Webcam with Mic		
		• Wireless: WLAN 2x2ax + Bluetooth or higher		
		• OS: Genuine Microsoft Windows 10 Pro 64 bit		
		<i>Others:</i>		
		• Wireless Optical Mouse (same brand)		
		• Headset or earphone (same brand)		
		• Fingerprint Reader		
		• With Carrying Case (Backpack type)		
		• AC Adapter - US		
		• Must have Energy Star 6.1 or higher; or Environment EPEAT Gold or RoHS compliant		
		<i>Warranty:</i>		
		• Warranty: 3 years Parts and Labor		

	5 units	<u>Windows Notebook 15"</u>		
		<i>System Specifications:</i>		
		• Form Factor: Laptop		
		• Processor: Intel Core i7 10th Generation or higher		
		• Display: 15 inch FHD (1920x1080) Anti-glare		
		• Memory: 16GB DDR4		
		• Storage: 1TB SSD		
		• Ports: 3.1 USB, USB-C, VGA, HDMI, RJ45, Audio jack (separate adaptors/connectors accepted)		
		• Graphics: 2GB Graphics memory		
		• Battery: Li-Polymer Battery		
		• Camera: HD 720P Camera with Microphone		
		• Wireless: WLAN 2x2AX + Bluetooth or higher		
		• OS: Genuine Microsoft Windows 10 Pro 64 bit		
		<i>Others:</i>		
		• Wireless Optical Mouse (same brand)		
		• Headset or earphone (same brand)		
		• Fingerprint Reader		
		• With Carrying Case (Backpack type)		
		• AC Adapter - US		
		• Must have Energy Star 6.1 or higher; or Environment EPEAT Gold or RoHS compliant		
		<i>Warranty:</i>		
		• Warranty: 3 years Parts and Labor		

	2 units	<u>PC Workstation</u>		
		<i>System Specifications:</i>		
		• Form Factor: Tower Workstation		
		• Processor: Intel Xeon CPU W-Series or higher		
		• Memory: 32GB Memory DDR4 Non-ECC		
		• Storage: 1 TB SSD		
		• Graphics: 4 GB		
		• LAN: 10/100/1000, Integrated Gigabit Ethernet		
		• Ports: USB 2.0/3.1, Audio Jack/s, Display (separate adaptors/connectors accepted)		
		• Wireless: Intel Wireless 2x2AX + Bluetooth or higher		
		• Display: 23" Monitor HDMI		
		• OS: Genuine Microsoft Windows 10 Pro 64 bit		
		<i>Others:</i>		
		• Integrated Intel SATA Controller		
		• Keyboard and Optical Mouse (same brand)		
		• Optical Drive		
		• Integrated Intel SATA Controller		
		• 650 VA UPS		
		• Must have Environment EPEAT Silver or Energy Star 7 Qualified or higher; or RoHS compliant		
		<i>Warranty:</i>		
		• 3 years parts and labor and onsite (3/3/3)		
		• For the UPS: 2 years, battery: 1 year		

LOT B	1 license	AutoCAD (Additional license)		
		<i>Features:</i>		
		• Can obtain feature lines from a surface or relative to surface,		
		• Can create dynamic offset profiles using a default cross slope,		
		• Can create new dynamically linked alignment and profile,		
		• Can resize pipes and reset inverts, and compute the energy and hydraulic grade lines according to HEC-22 2009 standards,		
		• Can create plan/plan and profile/profile sheets,		
		• Can add custom data to object labels by using property sets,		
		• Can create points, lines, curves representing traverse legs and sideshots using COGO input and editing tools		
		• Can resolve corridor bowties in daylighting conditions.		
		• With tools for corridor modelling		
		• Can easily extract multiple feature lines		
		• Can streamline the layout of rail tracks,		
		• Can use and display point cloud data,		
		• Can create TIN surfaces from point cloud data		
		• With tools to create dynamic surfaces,		
		• With terrain models for grading,		
		• With automated parcel design tools,		
		• With tools for sanitary and storm drainage systems		
		• With tools to help better plan, visualize, and model geotechnical data		

		<i>Technical Support:</i>		
		• Site visit by a qualified /certified application engineer when needed,		
		• Quarterly site visit for maintenance.		
		<i>Subscription:</i>		
		• One (1) year subscription		
	24 licenses	<u>Adobe Acrobat Standard (Additional Licenses)</u>		
		Document Cloud for Teams		
		Interact with PDFs		
		• View, interact, and comment on PDF content from your computer, mobile device, or web browser		
		• Store, manage, and share files online with instant access to files across devices		
		• Track activity across desktop, mobile, and web for documents sent for viewing, reviewing, and signing		
		Create PDFs		
		• Convert documents and images to PDF files		
		• Create PDFs from any application that prints		
		• Combine multiple documents and file types into one PDF file		
		• Create a password-protected PDF		
		• Automatically fix photos of documents to remove backgrounds and adjust perspective		
		• Prevent others from copying or editing information in PDFs		
		Share and sign		
		• Share links of PDFs for viewing, reviewing, and signatures		

		<ul style="list-style-type: none"> • Get real-time status and activity notifications for documents sent for viewing, comments, or signature 		
		<ul style="list-style-type: none"> • Add comments to PDFs with a full suite of commenting tools including text editing, highlighter, and sticky notes 		
		<ul style="list-style-type: none"> • Collect legally binding e-signatures from others and track responses in real time 		
		<ul style="list-style-type: none"> • Digitally sign, certify, and verify documents 		
		<ul style="list-style-type: none"> • Fill, sign, and send forms faster using data from your autofill collection on your computer or mobile device 		
		Edit PDFs		
		<ul style="list-style-type: none"> • Turn PDFs into editable Microsoft Word, Excel, or PowerPoint files 		
		<ul style="list-style-type: none"> • Convert PDFs to JPEG, TIFF, or PNG image formats 		
		<ul style="list-style-type: none"> • Insert, delete, rotate, and reorder pages in a PDF 		
		<ul style="list-style-type: none"> • Split a PDF by extracting one or multiple pages 		
		Warranty		
		<ul style="list-style-type: none"> • One (1) year subscription license 		
	13 licenses	<u>Microsoft Office Standard (Additional license)</u>		
		<ul style="list-style-type: none"> • One-time purchase (Perpetual license) 		
		<ul style="list-style-type: none"> • Full versions of Microsoft Word, Excel, PowerPoint, and OneNote for Mac 		
	2 licenses	<u>Microsoft Office Standard for Mac (Additional license)</u>		
		<ul style="list-style-type: none"> • One-time purchase (Perpetual license) 		

		• Full versions of Microsoft Word, Excel, PowerPoint, and OneNote for Mac		

Note to Bidders:

1. *All specifications are minimum requirements. Proponents may propose equivalent or higher specifications.*
2. *Dimensions (Length, Width and Height) may vary, as long as the total space occupied is equal to or smaller than those indicated in the technical specifications.*
3. *No bloatwares for Pcs and laptops.*
4. *Full replacement of defective unit/s should be 30 working days from receipt of notice. If full replacement is not yet possible, a service unit shall be provided by the supplier within 48 hours from receipt of notice of defective unit.*
5. *The supplier shall supply notebooks and desktop computers where the availability of replacement batteries and power supplies is guaranteed for at least 5 years after the end of production.*
6. *The supplier shall supply the products in recyclable packages and shall provide a packaging take-back service.*
7. *The obligation for the warranty shall be covered by Retention money in an amount equivalent to at least one percent (1%) of every progress payment.*
8. *The said amounts shall only be released after the lapse of the warranty period indicated per item of the TOR.*

Bidder's Authorized Representative:

Signature over Printed Name

Principal Bidder / Supplier

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

Technical Documents

- (f) 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**
- (g) 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**
- (h) 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**
- (i) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (j) 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

- (k) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
- (l) 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

- (m) 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.

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

- (n) *[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.
- (o) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

25 FINANCIAL COMPONENT ENVELOPE

- (a) Original of duly signed and accomplished Financial Bid Form; **and**

Annex "B"

Bidding Forms

Bid Form

Date: _____
Invitation to Bid N^o: _____

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

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *Bid for the Procurement of the BCDA IT Equipment and Software for 2nd Semester of CY 2021* conformity with the said Bidding Documents for the following specifications:

ITEM(S)	TOTAL BID AMOUNT IN FIGURES	TOTAL AMOUNT IN WORDS

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in **BDS** provision for **ITB** Clause 18.2 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:²

² Applicable only if the Funding Source is the ADB, JICA or WB.

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity

(if none, state "None")

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

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

We certify/confirm that we comply with the eligibility requirements as per **ITB** Clause 5 of the Bidding Documents.

We likewise certify/confirm that the undersigned, *[for sole proprietorships, insert: as the owner and sole proprietor or authorized representative of Name of Bidder, has the full power and authority to participate, submit the bid, and to sign and execute the ensuing contract, on the latter's behalf for the Name of Project of the Name of the Procuring Entity] [for partnerships, corporations, cooperatives, or joint ventures, insert: is granted full power and authority by the Name of Bidder, to participate, submit the bid, and to sign and execute the ensuing contract on the latter's behalf for Name of Project of the Name of the Procuring Entity].*

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.

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

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

AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and

8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:

- a. Carefully examining all of the Bidding Documents;
- b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
- c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
- d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.

9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

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

Bidder's Representative/Authorized Signatory

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

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ *[date issued]*, *[place issued]*

IBP No. _____ *[date issued]*, *[place issued]*

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

BID SECURING DECLARATION FORM

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

X-----X

BID SECURING DECLARATION Invitation to Bid: *[Insert Reference number]*

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

I/We³, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, 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 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;
 - (c) I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

³ Select one and delete the other. Adopt the same instruction for similar terms throughout the document.

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

[Insert NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE]
[Insert Signatory's Legal Capacity]
Affiant

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

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ [date issued], [place issued]

IBP No. _____ [date issued], [place issued]

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

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
Government Contracts:							
1.							
2.							
Private Contracts:							
1.							
2.							
Total Amount:							

*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 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 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.

**PROCUREMENT OF BCDA IT EQUIPMENT AND SOFTWARE FOR THE 2ND
SEMESTER OF CY 2021
SCHEDULE OF BIDDING ACTIVITIES***

No.	ACTIVITIES	DATE/SCHEDULE (2021)
1	Pre-Procurement Conference	28 September 2021
2	Posting / Publication (Website, PhilGEPS, BCDA Premises & Newspaper)	13 October 2021
3	Issuance of Bid Documents	13 October to 05 November 2021
4	Pre-Bid Conference	10:00 AM, 21 October 2021
5	Deadline for Request for Clarification, if any	25 October 2021
6	Issuance of Bid Bulletin, if any	28 October 2021
7	Deadline for Submission of the ff: Eligibility Requirements and Financial Proposal	09:00 AM, 05 November 2021
8	Opening of the ff: Eligibility Requirements and the Financial Proposal	10:00 AM, 05 November 2021
9	Bid Evaluation (TWG 's detailed evaluation of the submitted bids)	08 November 2021
10	Sending of letter to the Bidder with LCB advising them on the conduct of Post-Qualification	09 November 2021
11	Post Qualification on the Bidder with LCB or succeeding LCB (if any)	15-17 November 2021
12	Deliberation by BAC of the Results of Post qualification	On or before 19 November 2021
13	Issuance of BAC's Recommendation (based on the Results of Post-Qual)	On or before 26 November 2021
14	Approval of BAC Resolution and Issuance of Notice of Award*	On or before 29 November 2021
15	Issuance of Notice to Proceed and Contract Signing	On or before 09 December 2021

***Subject to change**

