# DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT NATIONAL CAPITAL REGION

**BIDS & AWARDS COMMITTEE (BAC)** 

**BIDDING DOCUMENTS FOR THE:** 

RENTAL OF LAPTOP AND SCANNER FOR SUSTAINABLE LIVELIHOOD PROGRAM (SLP) OF THE DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT – NATIONAL CAPITAL REGION (DSWDNCR)

(Invitation to Bid No. 21-04-07)

#### Sixth Edition July 2020

#### **Preface**

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines for use by any branch, constitutional commission or office, agency, department, bureau, office, or instrumentality of the Government of the Philippines, National Government Agencies, including Government-Owned and/or Controlled Corporations, Government Financing Institutions, State Universities and Colleges, and Local Government Unit. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract or Framework Agreement, as the case may be; (ii) the eligibility requirements of Bidders; (iii) the expected contract or Framework Agreement duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (iv) the obligations, duties, and/or functions of the winning bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the "name of the Procuring Entity" and "address for bid submission," should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text

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

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# Glossary of Acronyms, Terms, and Abbreviations

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

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

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

**CDA** - Cooperative Development Authority.

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

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

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

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

EXW - Ex works.

**FCA** – "Free Carrier" shipping point.

**FOB** – "Free on Board" shipping point.

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

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

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

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

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

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

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

**UN** – United Nations.

# Section I. Invitation to Bid



#### INVITATION TO BID No. 21-04-07

# RENTAL OF LAPTOP AND SCANNER FOR SUSTAINABLE LIVELIHOOD PROGRAM (SLP) OF THE DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT - NATIONAL CAPITAL REGION (DSWD-NCR)

1. The Department of Social Welfare and Development – National Capital Region through the SLP Direct Release Continuing Fund FY 2020 intends to apply the sum under the contract for each item:

Item No.	Particulars	Approved Budget for the Contract (ABC)
1	RENTAL OF LAPTOP	Php870,000.00
2	RENTAL OF SCANNER	Php825,000.00
	TOTAL	Php1,695,000.00

being the Approved Budget for the Contract (ABC) to payments under the contract. Bids received in excess of the ABC FOR EACH ITEM shall be automatically rejected at bid opening. Late bids shall not be accepted.

- 2. The DSWD-NCR now invites bids for the Rental of Laptop and Scanner for Sustainable Livelihood Program (SLP) of the Department of Social Welfare and Development National Capital Region (DSWD-NCR). Delivery of Goods and Services shall be in accordance with Section VI. Schedule of Requirements. Bidders should have completed within the last three (3) years from the date of submission and receipt of bids, a contract similar to the project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instruction to Bidders.
- 3. Bidding will be conducted through open competitive bidding procedures using non-discretionary pass/fail criteria as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act 9184 (R.A. 9184), otherwise known as the "Government Procurement Reform Act".
  - Bidding is restricted to Filipino citizens/sole proprietorships, 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. Prospective bidders may obtain further information from DSWD-NCR Bids and Awards Committee (BAC) Secretariat and inspect the Bidding Documents at the address given below from Monday to Friday at 8:00AM to 5:00PM.
- 5. A complete set of Bidding Documents may be purchased by interested Bidders from 23 April 2021 to 10 May 2021; (April 23 to May 11, 2021; 8:00AM to 4:00PM)(May 12, 2021: until 12:30NN only) from the address given below and upon payment of a refundable fee of Five Thousand Pesos (Php5,000.00) in accordance to Section 17.5 of the IRR:

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

6. The DSWD-NCR BAC will hold a Pre-Bidding Conference on 30 April 2021; 1:00 P.M. at DSWD-NCR-Rehabilitation Sheltered Workshop (RSW), J.P Burgos Street, Project 4, Quezon City and through video conferencing via google meet (<u>meet.google.com/ecy-yqro-rmb</u>) which shall be opened to all interested bidders.

- 7. Bids must be received by the BAC Secretariat at the address below on or before 12 May 2021, 12:45 N.N. at DSWD-NCR-Rehabilitation Sheltered Workshop (RSW), J.P Burgos Street, Project 4, Quezon City. Late bids shall not be accepted.
- 8. 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 immediately follow after the deadline of the submission and receipt of bids shall be on 12 May 2021, 1:00 P.M. at DSWD-NCR-Rehabilitation Sheltered Workshop (RSW), J.P Burgos Street, **Project 4. Quezon City** Bids will be opened in the presence of the Bidder's representatives who choose to attend.
- 10. The DSWD-NCR reserves the right to accept or 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 35.6 and 41 of RA 9184 and its 2016 Revised Implementing Rules and Regulation (IRR), without thereby incurring any liability to the affected bidder or bidders.
- 11. For further information, please refer to:

#### THE CHAIRPERSON

Bids and Awards Committee **DSWD-NCR** c/o BAC Secretariat Room 301, DSWD-NCR Field Office 389 San Rafael St. cor. Legarda St. Sampaloc, Manila

Email Address: dswdncr.bac@gmail.com

Telephone No.: 5310-1434

12. You may visit the following websites:

For downloading of Bidding Documents: www.philgeps.gov.ph and www.ncr.dswd.gov.ph

Issued this 19th day of April 2021.

(ORG.SGD) MARIDOL R. LICERIO Chairperson Bids and Awards Committee

# Section II. Instructions to Bidders



#### 1. Scope of Bid

The Procuring Entity, Department of Social Welfare and Development – National Capital Region (DSWD-NCR) wishes to receive Bids for the *Rental of laptop and Scanner for Sustainable Livelihood Program (SLP) of the DSWD-NCR*, with identification number ITB No. 21-04-07.

The Procurement Project (referred to herein as "Project") is composed of **One** (1) **LOT Rental of Laptop and Scanner**, 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 **SLP Direct Release Continuing Fund FY 2020** in the amount of

Item No.	Particulars	Approved Budget for the Contract (ABC)
1	RENTAL OF LAPTOP	Php870,000.00
2	RENTAL OF SCANNER	Php825,000.00
	TOTAL	Php1,695,000.00

2.2. The source of funding is **SLP Direct Release Continuing Fund 2021.** 

#### 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. [Select one, delete other/s]
  - 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:
  - 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.
- 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. **Subcontracting is not allowed**.
- 7.2. 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 the specified date and time and either at its physical address {[insert if applicable]} 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 **the last three** (3) **years** prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.



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

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

#### 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 in **Philippine Peso.**

#### 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 the date of Opening of Bids*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

#### 15. Sealing and Marking of Bids

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

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

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

#### 16. Deadline for Submission of Bids

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

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

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

<sup>&</sup>lt;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.



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 maybe. 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:

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

19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

#### 20. Post-Qualification

20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated



Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

#### 21. Signing of the Contract

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



### Section III. Bid Data Sheet



# **Bid Data Sheet**

ITB Clause Error! Reference source	Bidders shou					
Error! Reference	Bidders shou					
not found.	Bidders should have been in the business with dealings similar to this project for a period of at least three (3) years prior to the deadline of submission of bids.					
5.3	For this purpos	se, contracts similar to the Project sha	ll be:			
	b. comple	of Laptop and Scanner.	prior to the deadline for the			
7.1		sion and receipt of bids.  g is not allowed.				
7.1	Subcommuni	g is not unoweu.				
12	The price of th	ne Goods shall be quoted DDP and VA	AT inclusive			
19.3	The bid security shall be in the form of a <b>Bid Securing Declaration</b> , or any of the following forms and amounts:  a. The amount of not less than <i>two percent (2%) of ABC</i> , if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or  b. The amount of not less than <i>five percent (5%) of ABC</i> if bid security is in Surety Bond.  The total ABC is					
	Item No.	Particulars	Approved Budget for the Contract (ABC)			
	1	RENTAL OF LAPTOP	Php870,000.00			
	2	RENTAL OF SCANNER	Php825,000.00			
		TOTAL	Php1,695,000.00			
20.2	Within a non-extendible period of five (5) calendar days from receipt by the supplier Notice of Post Qualification from the BAC that the supplier has the Single/Lowest Cale Bid, the Supplier shall submit and/or present the following requirements for Post Qualifi in accordance to Section 34 of the 2016 Revised Implementing Rules and Regulations (I. RA9184:  1. Present original copy and submit a certified true copy of the following:  a. Latest Income Tax Return and Business Tax Return		has the Single/Lowest Calculated equirements for Post Qualification ag Rules and Regulations (IRR) of			



b. Latest Value Added Tax (VAT) Return

Only tax returns filed and taxes paid through the BIR Electronic Filing & Payment System (EFPS) shall be accepted.

- Valid Registration Certificate from Securities and Exchange Commission (SEC) for corporations, or from Department of Trade and Industry (DTI) for sole proprietorship, or from Cooperative Development Authority (CDA) for cooperatives;
- d. Valid Business/Mayor's permit issued by the city or municipality where the principal place of business of the bidder is located;
- e. Valid Tax Clearance per EO 398, Series of 2005, as finally reviewed and approved by the BIR;
- f. Bureau of Internal Revenue (BIR) Registration Certificate
- g. Copy of Contracts or PO's, Notice of Award (NOA) and Notice to Proceed (NTP) for all On-going and completed contracts per submitted Annex II
- h. End-User's Acceptance, Official Receipt (duplicate or triplicate copy) or Sales Invoice with Collection Receipt/s (duplicate or triplicate copy) relative to Single Largest Completed Contract per submitted Annex I.
- Company profile and Organizational Chart. Company printed brochure may be included.
- j. Vicinity Map/Location of the business.
- k. Other appropriate licenses and permits required by law and stated in the Bidding Documents.

#### For joint venture:

a. All Class A Documents (Legal Documents) of the Joint Venture Partner shall remain as post qualification requirements to be submitted in accordance with Section 34 of the 2016 Revised IRR of RA 9184 and ITB Clause 20.2 (a) of Bid Data Sheet of the Bidding Documents.

Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the bidder for award. Provided in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the bid security in accordance with Section 69 of the IRR of RA 9184.

#### NOTE: FOR POST QUALIFICATION PURPOSES ONLY

20.3 Each Bidder shall submit the following in one (1) "mother" envelope duly sealed and labeled, containing two (2) sets of envelopes:

First envelope containing three (3) sets of Eligibility and Technical documents duly sealed and marked as Original Copy, Copy One and Copy Two.

Second envelope containing three (3) sets of Financial Bid documents duly sealed and marked as Original Copy, Copy One and Copy Two.

\*\*\*See Annex IV-A,IV-B & IV-C



20.4	All envelopes sh	nall be labeled/marked as follows:
	то :	MS. MARIDOL R. LICERIO
		CHAIRPERSON
		BIDS AND AWARDS COMMITTEE
		DSWD-NCR
	FROM:	
		(Name of Bidder in Capital Letters)
	ADDDEGG	
	ADDRESS:	(Address of Bidder in Capital Letters)
		(Address of bidder in Capital Letters)
		RENTAL OF LAPTOP AND SCANNER FOR SUSTAINABLE PROGRAM (SLP) OF THE DEPARTMENT OF SOCIAL WELFARE PROMENT – NATIONAL CAPITAL REGION (DSWD-NCR
	BID REF NO.:	ITB NO. 21-04-07
	ABC :	Php1,695,000.00
	DO NOT OPEN	N BEFORE: 12 MAY 2021; 1:00 P.M
21.2	No further in	structions.



# 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 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



# **Special Conditions of Contract**

GCC	
Clause	D.P. and D. and A.
	Delivery and Documents –
	For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:
	[For Goods supplied from abroad, state:] "The delivery terms applicable to the Contract are DDP delivered [indicate place of destination]. In accordance with INCOTERMS."
	[For Goods supplied from within the Philippines, state:] "The delivery terms applicable to this Contract are delivered [indicate place of destination]. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination."
	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).
	For purposes of this Clause the Procuring Entity's Representative at the Project Site is [indicate name(s)].
	Incidental Services –
	The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: Select appropriate requirements and delete the rest.
	<ul> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</li> </ul>
	e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.  f. [Specify additional incidental service requirements, as needed.]



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

#### Spare Parts -

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

Select appropriate requirements and delete the rest.

- 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
Final Destination
Gross weight
Any special lifting instructions
Any special handling instructions
Any relevant HAZCHEM classifications

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

#### Transportation -

Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

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.

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.



	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.  Intellectual Property Rights —  The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use
	of the Goods or any part thereof.
2.2	[If partial payment is allowed, state] "The terms of payment shall be as follows:"
4	The inspections and tests that will be conducted are: [Indicate the applicable inspections and tests]



# Section VI. Schedule of Requirements

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### **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 No.	Item Description	Quantity	Unit	Delivered, Weeks/Months
1	RENTAL OF LAPTOP	25	Units	
	Specifications:			
	<ul><li>Operating System: Windows 10 Home</li></ul>			
	<ul> <li>Office: Microsoft Office Home and Student 2019</li> </ul>			
	<ul> <li>Military Grad: US MIL-STD 810G</li> <li>Military Grade Standard</li> </ul>			
	■ Panel Size: 14.0-inch			
	■ Backlit: LED Backlit			
	OLED: LCD			
	■ Brightness: 220 nits			
	Resolution: HD (1366 x 768) 16:9			
	<ul><li>Glare: Anti-glare display</li></ul>			
	<ul><li>Color Gamut: NTSC: 45%</li></ul>			
	■ Touch Panel: N/A			
	<ul><li>Screen-to-body ration: 69%</li></ul>			
	<ul> <li>Processor: Intel® CoreTM i3- 10110U</li> <li>Processor 2.1 GHz (4M Cache, up to 4.1 Ghz, 2 cores)</li> </ul>			
	■ Chipset: N/A			
	<ul> <li>Discrete/Share: Share</li> </ul>			
	<ul> <li>Intergrated GPU: Intel® UHD Graphics 620</li> </ul>			
	■ VRAM: N/A			
	<ul> <li>Expansion Slot (includes used): 1x</li> <li>DDR4 SO-DIMM Slot; 1x M.2</li> <li>2280 PCIe 3.0x4; 1x STD 2.5"</li> <li>SATA HDD</li> </ul>			

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•	Total System Memory: 8GB DDR4 on board		
•	On Board Memory: 8GB DDR4 on		
	board Storage: 1TB SATA 5400RPM 2.5"		
	HDD; 256GB M.2 NVMeTM PCI		
•	e® 3.0 SSD; N/A Optical Drive: Without Optical		
	drive		
•	Front-facing camera: 720p HD Camera // without privacy shutter		
•	Rear Facing Camera: N/A		
-	World-Facing Camera: N/A		
•	Wireless: Wi-Fi 5(802.11ac)+Bluetooth 4.1 (Dual Band) 1*1		
-	Fingerprint: FingerPrint		
•	Keyboard Type: Chiclet Keyboard		
•	I/O Ports: 1x 3.5mm Combo Audio Jack; 1x RJ45 LAN Jack for LAN insert (10/100/1000); 1x VGA Port (D-Sub); 1x HDMI 1.4// 1x USB 2.0 Type-A; 3x USB 3.2 Gen 1 Type-A//3 in1 card reader SD/MMC/MS		
•	Audio: Built-in Speaker; Built-in		
	Microphone		
•	Voice Control: N/A		
•	Battery: 44WHrs, 4S1P, 4 cell Li- ion (up to 12 hours battery life)		
•	Replaceable Battery: No		
•	AC Adapter: Ø4.5, 65W AC Adapter, Output: 19V DC, 3.42A, 65W, Input: 100-240V AC 50/60Hz Universal		
•	Dimension (WxHxD): 34 .00 x 25.00 x 2.32~2.32 cm		
•	Weight (with Battery): 1.67 kg		
•	Weight (without Battery): 1.48 kg		
•	Security: BIOS Booting User Password		
	Protection: HDD User Password Protection and Security; Finger Sensor; Trusted Platform Module (Firmware TPM); Trusted Platform		
	Module (TPM) 2.0; Trusted Platform (TPM) 2.0; Fingerprint		

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	Sensor; Kensington Lock				
Item No.	Item Description	Quantity	Unit	Delivered, Weeks/Months	
2	RENTAL OF SCANNER	25	Units		
	Specifications:				
	<ul> <li>Scanner Type: A4 Flatbed Color</li> </ul>				
	Image Scanner with ADF				
	Flatbed Scanning Method: Flatbed				
	Scanning Method  Optical Resolution: 1200 x 1200				
	dpi				
	Output Resolution : 50-1200 dpi (in				
	1 dpi increments)				
	■ Document Size (Minimum): 89 x				
	127mm (ADF Simplex), 89 x 170				
	mm (ADF Duplex)  • Supported Paper Weight: 50-120				
	g/m2				
	ADF Type: 3-pass duplex ADF				
	ADF Scanning Method: Fixed				
	Carriage and Moving Document				
	<ul> <li>ADF Capacity: 50 sheets (80 g/m2)</li> </ul>				
	■ Daily Scan Volume: up to 1500				
	pages/day				
	■ Interface: USB 3.0				
	Scanning Speed: ADF (200 dpi): 25				
	ppm /10 ipm 25 ppm / 10 ipm  File Format: JPEG, TIFF, Multi-				
	TIFF, PDF, Searchable PDF, BMP,				
	PNG Document Capture Pro (Win):				
	JPEG, BMP, PDF, Searchable PDF,				
	TIFF, Multi-TIFF, PNG, DOCX,				
	XLSX, PPTX				
	Rated Voltage: AC 100-240 V				
	Rated Frequency: 50-60Hz				
	<ul> <li>Power Consumption (Operating):</li> <li>11W</li> </ul>				
	<ul><li>Power Consumption (Ready Mode):</li><li>5.8W</li></ul>				
	Power Consumption (Sleep Mode): 0.8W				
	Power Consumption (Power Off): 0.15W				
	Supported Operating System (Windows): Windows XP/Vista/7/8/8.1/10/ Server 2003/ Server 2008 / Server 2012 / Server 2016				
·	<ul><li>Supported Operating System (Mac):</li></ul>				

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Mac OS x 10.6.8 or later	
• Weight: 4.1 kg (9.04 lb)	
OTHERS:	
<ul><li>Warranty: 1 year warranty on parts</li></ul>	ı
<ul> <li>Service: Lifetime Free Service warranty with Monthly Preventive Maintenance Services</li> </ul>	
<ul> <li>Supplier must provide Free Delivery, Training and Installation</li> </ul>	

Contact Person: Ms. Espetanza A. Mangoba Designation: Regional Program Coordinator Contact Number: 0961-05-33-954

	Conforme:
	Name of Company
Signatur	e of Bidder or Authorized Representative
	Name and Davis matter
	Name and Designation
	Date
	Date

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# Section VII. Technical Specifications

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# **Technical Specifications**

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

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

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

applicable laws and issuances. I

Item No.	Item Description	Quantity	Unit	Bidder's Statement of Compliance	Bidder's Actual Offer with Detailed Specifications ( Brand if applicable)
1	RENTAL OF LAPTOP	25	Units		
	Specifications:				
	<ul><li>Operating System: Windows 10 Home</li></ul>				
	<ul> <li>Office: Microsoft Office Home and Student 2019</li> </ul>				
	<ul> <li>Military Grad: US MIL-STD 810G Military Grade Standard</li> </ul>				
	■ Panel Size: 14.0-inch				
	<ul> <li>Backlit: LED Backlit</li> </ul>				
	<ul><li>OLED: LCD</li></ul>				
	■ Brightness: 220 nits				
	• Resolution: HD (1366 x 768) 16:9				
	<ul> <li>Glare: Anti-glare display</li> </ul>				
	<ul><li>Color Gamut: NTSC: 45%</li></ul>				
	■ Touch Panel: N/A				
	<ul><li>Screen-to-body ration: 69%</li></ul>				

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Processor: Intel® CoreTM 10110U Processor 2.1 GHz (4M Cacl to 4.1 Ghz, 2 cores)		
■ Chipset: N/A		
■ Discrete/Share: Share		
■ Intergrated GPU: Intel® Graphics 620	UHD	
■ VRAM: N/A		
Expansion Slot (includes used DDR4 SO-DIMM Slot; 1x 2280 PCIe 3.0x4; 1x STD SATA HDD	M.2	
<ul> <li>Total System Memory: 8GB I on board</li> </ul>	DDR4	
On Board Memory: 8GB DD board	R4 on	
<ul> <li>Storage: 1TB SATA 5400RPM</li> <li>HDD; 256GB M.2 NVMeTM</li> <li>e® 3.0 SSD; N/A</li> </ul>		
<ul> <li>Optical Drive: Without C drive</li> </ul>	ptical	
Front-facing camera: 720p Camera // without privacy shu		
■ Rear Facing Camera: N/A		
■ World-Facing Camera: N/A		
• Wireless: 5(802.11ac)+Bluetooth 4.1 Band) 1*1	Wi-Fi (Dual	
■ Fingerprint: FingerPrint		
<ul> <li>Keyboard Type: Chiclet Keyb</li> </ul>	oard	
I/O Ports: 1x 3.5mm Combo Jack; 1x RJ45 LAN Jack for insert (10/100/1000); 1x VGA (D-Sub); 1x HDMI 1.4// 1x 2.0 Type-A; 3x USB 3.2 C Type-A//3 in1 card SD/MMC/MS	LAN A Port USB	
<ul> <li>Audio: Built-in Speaker; B Microphone</li> </ul>	uilt-in	
■ Voice Control: N/A		
Battery: 44WHrs, 4S1P, 4 ce ion (up to 12 hours battery life)		
Replaceable Battery: No		
AC Adapter: Ø4.5, 65W Adapter, Output: 19V DC, 3		

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	65W, Input: 100-240V AC 50/60Hz Universal				
	■ Dimension (WxHxD): 34 .00 x 25.00 x 2.32~2.32 cm				
	• Weight (with Battery): 1.67 kg				
	■ Weight (without Battery): 1.48 kg				
	<ul> <li>Security: BIOS Booting User Password</li> <li>Protection: HDD User Password Protection and Security; Finger Sensor; Trusted Platform Module (Firmware TPM); Trusted Platform Module (TPM) 2.0; Trusted Platform (TPM) 2.0; Fingerprint</li> </ul>				
Item No.	Sensor; Kensington Lock  Item Description	Quantity	Unit	Bidder's Statement of Compliance	Bidder's Actual Offer with Detailed Specifications ( Brand if applicable)
2	RENTAL OF SCANNER	25	Units		(Втани и аррисание)
	Specifications:				
	Scanner Type: A4 Flatbed Color Image Scanner with ADF				
	Flatbed Scanning Method: Flatbed Scanning Method				
	Optical Resolution: 1200 x 1200 dpi				
	Output Resolution : 50-1200 dpi (in 1 dpi increments)				
	<ul> <li>Document Size (Minimum): 89 x</li> <li>127mm (ADF Simplex), 89 x 170</li> <li>mm (ADF Duplex)</li> </ul>				
	<ul> <li>Supported Paper Weight: 50-120 g/m2</li> </ul>				
	<ul> <li>ADF Type: 3-pass duplex ADF</li> </ul>				
	<ul> <li>ADF Scanning Method: Fixed Carriage and Moving Document</li> </ul>				
	ADF Capacity: 50 sheets (80 g/m2)				
	Daily Scan Volume: up to 1500 pages/day				
	Interface: USB 3.0				
	<ul> <li>Scanning Speed: ADF (200 dpi): 25</li> <li>ppm /10 ipm 25 ppm / 10 ipm</li> </ul>				
	■ File Format: JPEG, TIFF, Multi-TIFF, PDF, Searchable PDF, BMP, PNG Document Capture Pro (Win): JPEG, BMP, PDF, Searchable PDF, TIFF, Multi-TIFF, PNG, DOCX, XLSX, PPTX				

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■ Rated Voltage: AC 100-240 V		
<ul> <li>Rated Frequency: 50-60Hz</li> </ul>		
Power Consumption (Operating): 11W		
Power Consumption (Ready Mode): 5.8W		
Power Consumption (Sleep Mode): 0.8W		
Power Consumption (Power Off): 0.15W		
Supported Operating System (Windows): Windows XP/Vista/7/8/8.1/10/ Server 2003/ Server 2008 / Server 2012 / Server 2016		
Supported Operating System (Mac): Mac OS x 10.6.8 or later		
• Weight: 4.1 kg (9.04 lb)		
OTHERS:		
<ul> <li>Warranty: 1 year warranty on parts</li> </ul>		
<ul> <li>Service: Lifetime Free Service warranty with Monthly Preventive Maintenance Services</li> </ul>		
<ul> <li>Supplier must provide Free Delivery, Training and Installation</li> </ul>		

	Conforme:
	Name of Company
Signature	of Bidder or Authorized Representative
_	Name and Decignation
	Name and Designation
	Date

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# **TERMS OF REFERENCE**

Item	Specification	Statement of Compliance		
	I. DURATION OF THE CONTRACT: LEASE/RENTAL			
	<ul> <li>Lease contract shall start from July 2021 to December 2021 unless sooner terminated in writing due to unavoidable circumstances.</li> </ul>			
	II. MAINTENANCE AND SERVICE SCHEDULE			
	There will be an assigned SLP Administrative staff to ensure and maintain the operation of the equipment. Schedule of maintenance shall be provided to SLP as reference and the Service Provider technician shall always be on standby especially during emergencies and sudden breakdown of the rented units. During the call-back services, replacement of equipment parts and other consumables like toners, rollers should be part of the warranty.			
	III. FREQUENCY OF SERVICE:			
	Particulars Frequency of Service			
	Laptop Daily			
	Scanner Daily			
	IV. RENTED UNITS			
	The office equipment should be in good condition, new or refurbished should not be the cause of constant breakdown.			
	V. PAYMENT TERMS			
	The rented office equipment shall be paid on monthly basis during the six (6) month rented contract, with complete attachments as a requirement for payment in accordance with the			

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	accounting rules and regulations	
VI.	TERMINATION OF CONTRACT	•
i	Non-compliance of the terms and conditions stated in the Terms of Reference (TOR) is ground for termination	
VII.	VENDOR REQUIREMENTS	•
5	The service provider shall be a legitimate rental entity providing rental services for at least FIVE (5) years. Any misrepresentation made by the vendor shall be the sole responsibility of the party who misrepresented itself and the DSWD-NCR who is not at fault shall not share any liability or otherwise with the party at fault.	

Conforme:	
Name of Company	
S' (Pill Ad in 19	
Signature of Bidder or Authorized Representative	
Name and Designation	

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# Section VIII. Checklist of Technical and Financial Documents

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# **Checklist of Technical and Financial Documents**

# I. TECHNICAL COMPONENT ENVELOPE

### Class "A" Documents

Legal Do	ocuments
$\Box$ (a)	Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
(u)	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,
(c)	And 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).
Technica	ul 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
(g)	bid; <u>and</u> 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; <u>and</u>
(h)	Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
[] (i)	Original copy of Notarized Bid Securing Declaration; <u>and</u> Conformity with <u>Section VII. Technical Specifications</u> , which may include production/delivery schedule, manpower requirements, and/or aftersales/parts, if applicable;
(j) (k)	Conformity with <u>Section VI. Schedule of Requirements; and</u> 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.
Financia (1)	<u>I Documents</u> The Supplier's Audited Financial Statements for year 2019 and 2018 (in comparative form or separate form):

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(a) (b)

Schedule.



Independent Auditor's Report Balance Sheet (Statement of Financial Position) and Income Statement (Statement of Comprehensive Income) Each of the above statements must have stamped "received" by the Bureau of Internal Revenue (BIR) or its duly accredited institutions. The prospective bidder's computation of Net Financial Contracting Capacity (NFCC); A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation. Class "B" Documents If applicable, a duly signed joint venture agreement (JVA) in case the joint (n) 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. 25 FINANCIAL COMPONENT ENVELOPE Original of duly signed and accomplished Financial Bid Form; and

Original of duly signed and accomplished Price Proposal Form(s)/Price

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# **BIDDING FORMS**

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		Bid Form		
		Invitation to I	Date: Bid No:	21-04-07
Nation	al Capital Regio	OCIAL WELFARE AND DE n arda Street, Manila	VELOPME	ENT
Gentlemen and/	or Ladies:			
the receipt of wire Rental of Lapt Welfare and D Documents for evaluated and Schedules attack but not limited	hich is hereby dultop and Scanner evelopment – No the sum of <i>[tota corrected for content of the sum of the su</i>	ly acknowledged, I/We, the und for Sustainable Livelihood lational Capital Region (DSWall Bid amount in words and inputational errors, and other lamade part of this Bid. The total	dersigned, of Program (STVD-NCR) in figures] or bid modificate bid price in Added Tax	Bulletin Numbers [insert numbers], ffer to render service for the project SLP) of the Department of Social in conformity with the said Bidding the total calculated bid price, as ations in accordance with the Price includes the cost of all taxes, such as (VAT), (ii) Income Tax, (iii) Local in the Price Schedules,
If our I	Bid is accepted, w	e undertake:		
a.		ervices in accordance with the f the Philippine Bidding Docur	-	hedule specified in the Schedule of
b.	to provide a per PBDs;	rformance security in the form,	, amounts, a	and within the times specified in the
c.	•	Bid for the Bid Validity Periodime before the expiration of that	-	in BDS and it shall remain binding
		, if any, paid or to be paid by ontract, are listed below: <sup>2</sup>	us to agents	s relating to this Bid, and to contract
Name a	and address of	Amount and Currency	Purpose of gratuity	Commission or
(if none	e, state "None")			
		prepared and executed, this Bio be binding upon me/us.	d, together v	with your written acceptance thereof
	Contract is prepar Award, shall be bi		ether with y	your written acceptance thereof and
I/We und	erstand that you a	are not bound to accept the Low	est Calculat	ed Bid or any Bid you may receive.
		ve comply with the eligibility re		

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The undersigned is authorized to submit the bid on behalf [name of bidder] as evidence 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 for:
Date:

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# Price Proposal Form/Price Schedule

Date:	
Invitation to Bid No:	21-01-01

Rental of Laptop and Scanner for Sustainable Livelihood Program (SLP) of the Department of Social Welfare and Development – National Capital (DSWD-NCR)

LOT No.	Title of the Project	Approved Budget for the Contract (Php)	Bid Price VAT Inclusive (Php)
1	Rental of Laptop	870,000.00	
2	Rental of Scanner	825,000.00	
	TOTAL	1,695,000.00	

TOTAL BID PRIC	E (Amount in Words):
	Certified Correct:
	Name of Company
	Signature of Bidder or Authorized Representative
	Name and Designation
	Date

PLEASE USE THIS PRESCRIBED FORMAT IN THIS BID FORM

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Annex I

Statement of Single Largest Completed Contract of Similar Nature Within the Last Three (3) Years Prior to the Date of Submission and Receipt of Bids, equivalent to at least fifty percent (50%) of the ABC of this project.

Name of Client and Complete Address	Name of the Contract	Date of the Contract	Kinds of Goods	Amount of Contract	Duration of Contract

Any of the following documents must be attached:

- a. End-user's Acceptance/Completion; or
- b. Copy of official receipt(s) or
- c. Copy of Sales Invoice and Collection Receipt issued for the contract, if completed, which shall be attached to the statements.

{Note: Failure to submit any of the following supporting documents shall be a ground for disqualification}

Certified Correct:
Name of Company
Signature of Bidder or Authorized Representative
Name and Designation
Date

PLEASE USE THIS PRESCRIBED FORMAT IN THIS BID FORM

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#### Annex II

# Statement of All Ongoing Government and Private Contracts (Including Contracts Awarded but not yet Started) Within the Last Three (3) Years

1. All on-going contracts (including contracts awarded but not yet started, *if ANY*)

Name of Client and Complete Address	Name of the Contract	Date and Status of the Contract	Kinds of Goods	Amount of Goods	Value of Outstanding Contracts	Purchase Order No./ or Date of Contracts	Duration of Contract

[Note: The following documents must be available upon request of the Bids and Award Committee (BAC) or designated Technical Working Group (TWG) during Post-Qualification to support this statement: (a) Contract or Purchase Order, (b) Notice of Award and (c) Notice to Proceed]

#### **Instructions:**

- 1. Statement of all on going contracts including those awarded but not yet started (government and private contracts which may be similar or not similar to the project being bid).
- 2. If there is no ongoing contract including those awarded but not yet started as of the aforementioned period, state none or equivalent term.
- 3. The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC).

	Certified Correct:
	Name of Company
Signature	of Bidder or Authorized Representative
-	Name and Designation
	Date
*No attachments required**	

PLEASE USE THE PRESCRIBED FORMAT IN THIS BID FORM



RE CI	PUBLIC OF THE PHILIPPINES )	Annex III
X	Y OF ) S.Sx	
	-SECURING DECLARATION tation to Bid: [Insert reference number]	
То	[Insert name and address of the Procuring Entity]	
I/V	2 <sup>3</sup> , the undersigned, declare that:	
1.	I/We understand that, according to your conditions, bids must be supported by a Bid Secur be in the form of a Bid-Securing Declaration.	ity, which may
2.	I/We accept that: (a) I/we will be automatically disqualified from bidding for any comprocuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (but the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing within fifteen (15) days from receipt of the written demand by the procuring entity for the acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 69.1, except 69.1(f), of the IRR of RA 9184; without prejudice to other legal action the goundertake.	b) I/we will paying Declaration, commission of 34.2, 40.1 and
3. ]	We understand that this Bid-Securing Declaration shall cease to be valid on the following circ	cumstances:
	(a) Upon expiration of the bid validity period, or any extension thereof pursuant to your requ	iest;
	(b) I am/we are declared ineligible or post-disqualified upon receipt of your notice to such I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail or	
	(c) I am/we are declared as the bidder with the Lowest Calculated and Responsive Bid/Hig Responsive Bid <sup>4</sup> , and I/we have furnished the performance security and signed the Contra	
[pl	IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this day of [n ee of execution].	nonth] [year] at
	[Insert NAME OF BIDDER' AUTHORIZED REPRESENTA' [Insert signatory's legal capac Affiant	ΓIVE]
	[Jurat]	
[F	rmat shall be based on the latest Rules on Notarial Practice]	
1 F	rsuant to GPPB Resolution No. 16-2020 dated 16 September 2020	

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Annex IV

# (Bidder's Company Letterhead)

# Rental of Laptop and Scanner for Sustainable Livelihood Program (SLP) of the DSWD-NCR

### Invitation to Bid (ITB) No.21-04-07

Approved Budget for the Contract (ABC) - Php1,695,000.00

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

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

This	is	to certify that our <b>Net Financial Contract</b>	ing Capacity (NFCC) is		
		(Php) which is at least equal	to the total ceiling price we are		
bidding	g. The	e amount is computed as follows:			
CA	=	Current Assets	P		
Less:			-		
CL	=	Current Liabilities	P		
		Sub-Total 1	P		
			X 15		
		Sub-Total 2	P		
Less:	Less: -				
С	=	Value of all outstanding or uncompleted portions of the projects under on-going contracts, including awarded contracts yet to be started coinciding with the contract for this Project			
		NFCC	₽		
Issued this day of, 2021.					
Name of Company					
Signature of Bidder or Authorized Representative					
	Name and Designation				
Note:	Date  *** This document must be attached to the Technical Component Envelope ***  Note:				

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

PLEASE USE THIS PRESCRIBED FORMAT IN THIS BID FORM

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Annex V

#### **Omnibus Sworn Statement**

# 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

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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 following responsibilities as a Bidder:
  - a) Carefully examine all of the Bidding Documents;
  - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
  - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d) Inquire or secure 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],

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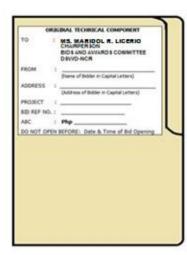


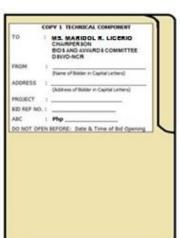
Community Tax Certificate Noi	
Witness my hand and seal this	_day of [month] [year].
	NAME OF NOTARY PUBLIC Serial No. of Commission Notary Public for until Roll of Attorneys No PTR No [date issued], [place issued] IBP No [date issued], [place issued]
Doc. No Page No Book No Series of	

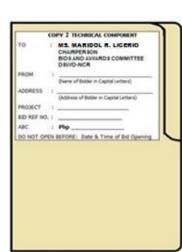
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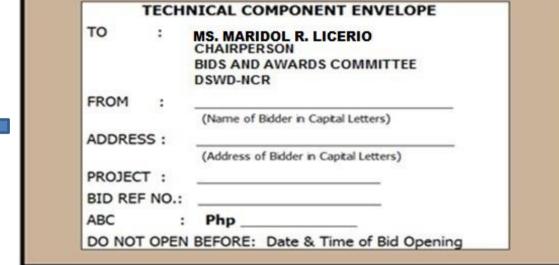


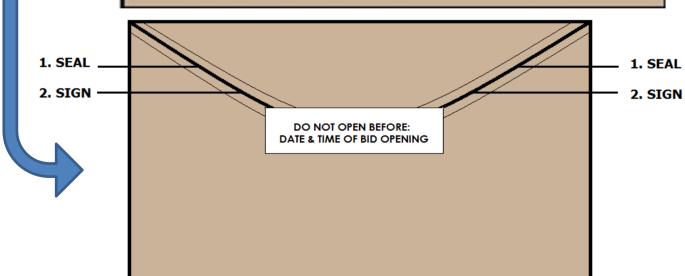
### Annex VI-A











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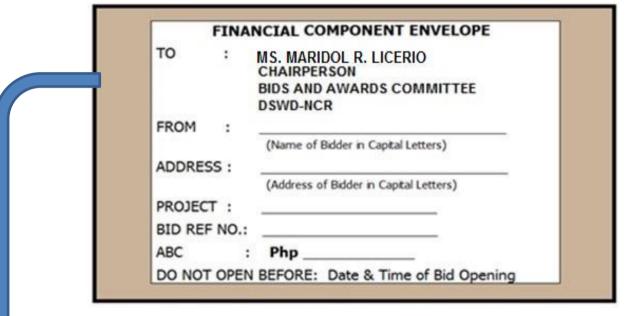


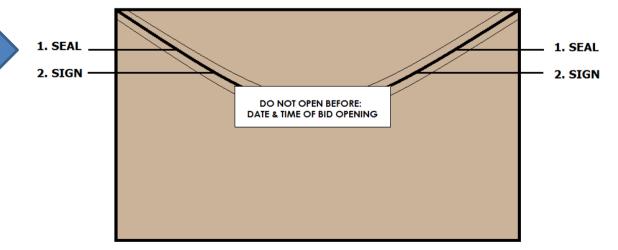
### **Annex VI-B**











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#### Annex VI - C

