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Department of Environment and Natural Resources
ENVIRONMENTAL MANAGEMENT BUREAU XI
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BIDDING DOCUMENTS

Supply, Delivery and Installation of
Various ICT Equipment
Contract ID No. EMBXI2021-02 &
02A

**CHECKLIST OF ELIGIBILITY AND TECHNICAL
DOCUMENTS FOR SUBMISSION
Class “A” Documents**

1. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- PhilGEPS Registration Certificate (Platinum Membership with Annex A)

Note: If PhilGEPS Platinum Certificate of Registration is not available or the Annex A is not updated, the following shall be submitted together with the PhilGEPS Certificate of Registration:

- a) SEC/DTI Registration Certificate
- b) Valid and Current Mayor’s Permit
- c) Valid Tax Clearance Certificate
- d) Latest Audited Financial Statements stamped “received” by the BIR or its duly accredited and authorized institutions, for the preceding calendar year.

* In case of recently expired Mayor’s/Business permit, it shall be accepted together With its official receipt as proof that the bidder has applied for renewal within the period prescribed by the concerned local government unit, provided that the renewed permit shall be submitted after award of contract but before payment in accordance with item 6.2 of ***Government Procurement Policy Board (GPPB) Resolution No. 09-2020.***

In case the PhilGEPS Platinum Certificate of Registration is not available during bid submission, it shall be submitted as a post qualification requirement, in accordance with *Section 34.2 of the 2016 Revised IRR of R.A. No. 9184.***

Technical Documents

- Statement of all Ongoing Private and Government Contracts, Including Awarded but not yet Started, if any

- Statement of Single Largest Completed Contract, which is similar in nature, within three (3) years from the date of submission and receipt of bids.

- Photocopy of Single Largest Completed Contract or Purchase Order (at least 50% of the ABC); or photocopies of at least two (2) similar contracts and the aggregate contract amounts should be equivalent to at least fifty percent (50%) of the ABC to be bid, and the largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required. **(Please see requirements as stated in ITB Clause 5.4 of Section III. Bid Data Sheet).**

- Certificate/s of Completion or Acceptance from the Bidder’s client or all Official Receipts or all sales invoice.

- Bid Security in any of the following forms:
 - Cash or cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank (2% of the ABC); or
 - Surety bond (5% of the ABC) with a Certificate from the Insurance Commission ; or
 - Bid Securing Declaration

Compliance with Section VI. Schedule of Requirements

Compliance with Section VII. Technical Specification

Omnibus Sworn Statement

Authority of the Signatory

* In case of Unnotarized Bid Securing Declaration, it shall be accepted in accordance with item 6.1 of **GPPB Resolution No. 09-2020**.

** In case of Unnotarized Omnibus Sworn Statement, it shall be accepted, provided that the notarized Omnibus Sworn Statement shall be submitted after award of contract but before payment in accordance with item 6.3 of **GPPB Resolution No. 09-2020**.

Financial Documents

Net Financial Contracting Capacity (NFCC) computation or Committed Line Of Credit , and

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

2. FINANCIAL COMPONENT ENVELOPE

Original of duly signed and accomplished Financial Bid Form; **and**

Original of duly signed and accomplished Price Schedule(s).

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 FOR THE SUPPLY, DELIVERY AND INSTALLATION OF VARIOUS ICT EQUIPMENT

1. The *DENR-Environmental Management Bureau XI*, through the *National Expenditures Program (NEP) of CY 2021* intends to apply the sum of Three Million Three Hundred Nineteen Thousand Pesos (P3,319,000.00) being the ABC corresponding to the following projects:

Lot 1	Supply and Delivery of Various ICT Equipment 1.1 Desktop computer for mapping and editing 1.2 Laptop for mapping and editing 1.3 Laptop	Qty/Unit 2 units 1 unit 15 units	Contract Id No. EMXI2021-02	P1,185,000.00
Lot 2	Supply, Delivery and Installation of Various ICT Equipment 2.1 Network Firewall 2.2 Manage POE Switch 2.3 Wifi Access Point 2.4 Network Attached Storage (NAS) 2.5 Drone 2.6 Drone 2.7 Data Rack Cabinet 2.8 Rack mount server 2.9 Network Video Recorder 2.10 Uninterruptible Power Supply 2.11 Server Monitoring Devices 2.12 Power distribution Unit 2.13 Data & Voice Wiring Tester	1 lot 3 units 5 units 1 lot 1 unit 1 unit 1 pc 1 unit 1 unit 1 unit 1 unit	Contract ID No. EMBXI2020-02-A	P2,134,000.00
	Total			P3,319,000.00

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

2. The DENR-EMBXI now invites bids for the above Procurement Project. Delivery of the Goods is required for FY 2021. Bidders should have completed within 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 (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
 - a. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
4. Prospective Bidders may obtain further information from the DENR-EMBXI-Bids and Awards Committee (BAC) Secretariat through the contact details given below and inspect the Bidding Documents as posted on the websites of the DENR-EMBXI and the Philippine Government Electronic Procurement System (PhilGEPS).
5. A complete set of Bidding Documents may be acquired by interested Bidders on from the given address and website below and upon payment of a fee in the amount of Five Thousand Pesos (P5,000.00) .
6. The DENR-EMBXI will hold a Pre-Bid Conference on November 27, 2020, 1:30 p.m., which shall be open to prospective bidders.

To reduce the risks and hazards of community transmission of COVID-19, the BAC shall conduct meetings and conferences via video conferencing until further notice, or until such time that the state of calamity, or implementation of community quarantine or similar government restrictions shall have been lifted by the proper government authorities.

The prospective bidders are advised to first log in to the Office waiting room, and wait for further advice from the BAC Secretariat to join the BAC meeting link, which shall be provided to the prospective bidders before the start of the Pre-bid Conference.

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below and or through electronic submission on or before December 9, 2020, 1:30 p.m. Late bids shall not be accepted.

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

8. Bid opening shall be on December 9, 2020, 1:30 p.m., at the given address below and via video conferencing. Bids will be opened in the presence of the bidders’

representatives who choose to attend the activity. Authorized attendees, including representatives of bidders, who are physically present at the BAC Conference Room, EMBXI 3rd Avenue, corner V. Guzman St. Sta. Ana, Davao City shall likewise join the meeting via video conferencing. Bidders are advised to first log in to the BAC waiting room and wait for further advice from the BAC Secretariat to join the BAC meeting link, which shall be provided to the bidders before the start of bid opening.

9. A. Bidders may submit their electronic documents in any of this file format(document spreadsheet, PDF and image) using EMB-XI Online Submission Electronic Documents (OSD) thru this link: <https://bit.ly/EMBXI-OSD>.


B. Bidders must use a two-factor security procedure consisting of an archive format compression and password protection to ensure the security, integrity and confidentiality of the bids submitted. Bids that could not be opened or corrupted files shall be declared unresponsive.

C. Bidders must allow access to a password-protected Bidding Documents on opening date and time. The passwords for accessing the file will be disclosed by the Bidders only during the actual bid opening which may be done via video conferencing.

10. The DENR-EMBXI 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 Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

For further information, please refer to:

DENR-EMBXI BAC Secretariat
EMBXI -Finance and Administrative Division
3rd Avenue corner V. Guzman St. Sta Ana, Davao City
Email address: embxiprocurement@ewmb.gov.ph
Tel No. (02)234-01-66/234-3989


ROMINA L. DOMINGUEZ
BAC Chairperson

Date of Issue: November 19, 2020

Section II. Instructions to Bidders

1. Scope of Bid

The DENR-EMBXI , wishes to receive Bids for the Procurement of the “Supply , Delivery and Installation of Various ICT Equipment divided into two (2) lots with Contract ID No. EMBXI 2021-02 and EMBXI 2021-02A respectively.

The Supply, Delivery and Installation of Various ICT Equipment is composed of *two (2) lots* , the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for CY 2021 in the amount of Three Million Five Hundred Sixty Nine Thousand Pesos (P3,569,000.00) .

2.2 The source of funding is the FY 2021 General Appropriations Act. For the purpose of early procurement authorized under Section 7.6 of the 2016 Revised IRR of RA No. 9184, the proposed budget under the FY 2021 National Expenditure Program shall be used as basis.

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 or Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. 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.
- 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.
 - 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: [*Select either failure or monopoly of bidding based on market research conducted*]
 - 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

The Procuring Entity has prescribed that subcontracting is not allowed.

8. Pre-Bid Conference

The DENR-EMBXI will hold a Pre-Bid Conference on November 27, 2020, 1:30 p.m., which shall be open to prospective bidders.

To reduce the risks and hazards of community transmission of COVID-19, the BAC shall conduct meetings and conferences via video conferencing until further notice, or until such time that the state of calamity, or implementation of community quarantine or similar government restrictions shall have been lifted by the proper government authorities.

The prospective bidders are advised to first log in the Office waiting room, and wait for further advice from the BAC Secretariat to join the BAC meeting link, which shall be provided to the prospective bidders before the start of the Pre-bid Conference.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

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

11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 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. *[Include if Framework Agreement will be used:]* 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. *[Include if Framework Agreement will be used:]* 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 April 8, 2021 . Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 14.3. *[Include if Framework Agreement will be used:]* 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 Bidder or compliant Bidders and the signing of the Framework Agreement.

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.

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

18.2. *[Include if Framework Agreement will be used:]* 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.

[Include the following options if Framework Agreement will be used:]

- 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 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 one project having several items that shall be awarded as one contract.
- 19.4. 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

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. Refers to the -Supply and Delivery and Installation of Various ICT Equipment b. Have been completed within three (3) years prior to the deadline for the submission and receipt of bids.
7.1	<i>Subcontracting is not allowed.</i>
12	The price of the Goods shall be quoted DDP Davao City or the applicable International Commercial Terms (INCOTERMS) for this Project..
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> a. For Cash or Cashier's Check/Managers check equivalent to 2% of the ABC as follows: 2%- Lot 1 - P23,700.00 2% Lot 2- P42,680.00 2% Both Lot 1 and Lot 2 - P66,380.00 b. For Surety Bond equivalent to 5% of the ABC as follows : 5% -Lot 1- P59,250.00 5% Lot 2- P106,700.00 5%- Both Lot 1 and Lot 2 - P178,450.00
19.3	<p>Lot 1 –Supply and Delivery of Various ICT Equipment- P1,185,000.00 Lot 2- Supply , Delivery and Installation of ICT Equipment-P2,134,000.00</p>
20.2	<p>The Lowest/Single Calculated Bid shall submit ALL of the following</p> <p>Post qualification requirements:</p> <p>1. Latest Income and Business Tax Returns, filed and paid through the Electronic Filing and Payments System (EFPS), consisting of the following:</p> <ul style="list-style-type: none"> i. 2019 Income Tax Return with proof of payment; and ii. VAT Returns (Form 2550M and 2550Q) or Percentage Tax Returns (2551M) with proof of payment covering the months from May 2020 to October 2020. <p>* Failure to submit a copy of the Single Largest Completed Contract with proof of completion is a valid ground for disqualification of the bidder.</p> <p>**In case the PhilGEPS Platinum Certificate of Registration was not available during bid submission, it shall be submitted as a post-qualification requirement, in accordance with Section 34.2 of the 2016 Revised IRR of R.A. No. 9184.</p>

	*** In case the valid Mayor's Permit is not available during bid submission, it shall be submitted after award of contract but before payment in accordance with item 6.2 of GPPB Resolution No. 09-2020.
21.2	Not applicable

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**.

[Include the following clauses if Framework Agreement will be used:]

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 *{[Include if Framework Agreement will be used:]*or Framework Agreement} 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	
1	<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 delivered to DENR-EMBXI, 3rd Avenue corner V. Guzman Sta Ana St. Davao 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 at the Project Site is <i>Anthony Cesar Taunan</i></p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: <i>Select appropriate requirements and delete the rest.</i></p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; 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

- 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 one (1) year upon acceptance.

Spare parts or components shall be supplied as promptly as possible, but in any case, within one (1) month of placing the order.

	<p>Packaging –</p> <p>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.</p> <p>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.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>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</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 –</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	As per Annex D of the Revised IRR of RA 9184
4	The inspections and tests that will be conducted are: Inspection of Equipment specification compliance and test of equipment functionality and installation.

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	Total	Delivered, Weeks/Months
Lot 1	Supply, Delivery of Various Laboratory Equipment			90 days upon receipt of Notice to Proceed
1.2	Desktop Computer for Mapping and Editing	2 units	2	
1.3	Laptop for Mapping and Editing	1 unit	1	
1.4	Laptop	15 units	15	
Lot 2	Supply, Delivery and Installation of Various Equipment			90 days upon receipt of Notice to Proceed
2.1	Network Firewall	1 unit	1	
2.2	Managed POE Switch	3 unit	3	
2.3	Wifi Access Point	5 units	5	
2.4	Network Attached Storage (NAS)	1 unit	1	
2.5	Drone	1 unit	1	
2.6	Drone	1 unit	1	
2.7	Data Rack Cabinet	1 unit	1	
2.8	Rack Mount Server	1 unit	1	
2.9	Network Video Recorder	1 unit	1	
2.10	Uninterrupted Power Supply	1 unit	1	
2.11	Server Monitoring Devices	1 unit	1	
2.12	Power Distribution Unit	1 unit	1	
2.13	Data and Voice Wiring Tester	1 unit	1	

Name of Company / Bidder

Signature of Authorized Representative

Date

Section VII. Technical Specifications

Technical Specifications

Item	Specification	Statement of Compliance (Bidders must state either “Comply” or “Not Comply”)
Lot 1	Supply, Delivery and Installation of Various ICT Equipment	
1.1	<p>Desktop Computer for Mapping and Editing</p> <p>Specifications:</p> <ul style="list-style-type: none"> -OS: Windows 10 Pro -Processor: Intel® Core™ i7-9700K 3.6 GHz (12M Cache, up to 4.9 GHz) -Chipset: Intel® B360 -Motherboard: mATX -NVIDIA® GeForce® GTX 1660 Ti 6GB (2xHDMI, 1DP, 1xDVI) -RAM: 16GB DDR4 at 2666MHz -SSD: M.2 PCIe 256 GB -HDD: 3.5” SATA 7200 rpm 2TB -LAN: Intel® 219-V 10 / 100 / 1000Mbps -Power: 500W 80 Plus power supply (PSU) <p>-Accessories:</p> <ul style="list-style-type: none"> 1 x Keyboard 1 x Mouse 1 x Power cord 1 x Warranty card 1 x Quick manual 	
1.2	<p>Laptop for Mapping and Editing</p> <p>Specifications:</p> <ul style="list-style-type: none"> -Intel Core i7-10875H 2.30GHz (8C/16T, up to 5.10GHz) -16GB DDR4 3200MHz Memory -512GB + 512GB m.2 NVMe SSD -17" FHD IPS 144Hz 3ms Display -NVIDIA Geforce RTX2060 6GB GDDR6 -Windows 10 	

	<ul style="list-style-type: none"> -1st year accidental Damage Protection -With same brand mouse and back pack 	
1.3	<p>Laptop</p> <p>Specifications:</p> <ul style="list-style-type: none"> -Intel® Core™ i5-10210U Processor, 6M Cache, 1.60 GHz up to 4.10 GHz, 10th Generation -8GB RAM -128GB M.2 PCIe NVMe SSD + 1TB HDD -Display Screen: 15" -Windows 10 Pro -Laptop Bag -with wireless mouse -Warranty: 3 Years Parts - 3 Years Labor Only (3-3-0) 	
Lot 2	Supply, Delivery and Installation of Various ICT Equipment	
2.1	<p>Network Firewall</p> <p>Specifications:</p> <ul style="list-style-type: none"> -Firewall, Basic VPN, Wireless Protection, Network I Web Protection and Enhanced Support -Firewall throughput: 35,000 Mbps --Firewall IMIX: 21,200 Mbps --IPS throughput: 7,200 Mbps --Concurrent connections: 10,170,000 -Ethernet interfaces (fixed): 8 GbE copper (incl. 2 bypass pairs) 2 GbE SFP* 2 10 GbE SFP+* <p>-No. of Flexi Port slots: 1</p>	

	<p>-I/O ports: 2 x USB 3.0 (front) 1 x Micro USB (front) 1 x USB 3.0 (rear) 1 x COM (RJ45) (front) 1 x HDMI (rear) Display: Multi-function LCD module</p> <p>--Power supply: Internal auto-ranging 100-240VAC, 50-60 Hz Redundant PSU optional (external)</p> <p>-Mounting: 1U rack mount (2 rackmount ears included)</p>	
<p>2.2</p>	<p>Manage POE Switch</p> <p>Specifications:</p> <p>-Networking Interfaces: ((48) 10/100/1000 Mbps RJ45 Ethernet Ports (2) 1/10 Gbps SFP+ Ethernet Ports (2) 1 Gbps SFP Ethernet Ports</p> <p>-Management Interface: (1) RJ45 Serial Port Out-of-Band, Ethernet In-Band</p> <p>-Total Non-Blocking Throughput: 70 Gbps</p> <p>-Switching Capacity: 140 Gbps</p> <p>-Forwarding Rate: 104.16 Mpps</p> <p>-Maximum VLANs: 255</p> <p>-Power Supply: AC/DC, Internal, 500W DC</p> <p>-Max. Power Consumption: Including PoE Output-500W Excluding PoE Output-64W</p> <p>-LEDs Per Port RJ45 Data Ports- PoE, Speed/Link/Activity SFP Data Ports- Speed/Link/Activity</p> <p>-ESD/EMP Protection: Air: ± 24 kV, Contact: ± 24 kV</p>	

	<ul style="list-style-type: none"> -Certifications: CE, FCC, IC -1U Rack Mount Height -Managed by UniFi Controller 	
2.3	<p>Wifi Access Point</p> <p>Specifications:</p> <ul style="list-style-type: none"> -Networking Interface: (2) 10/100/1000 Ethernet Ports -Antennas: <ul style="list-style-type: none"> (2) 2.4G internal single band antennas, dual polarity (2) 5G internal single band antennas, dual polarity -Wi-Fi Standards: 802.11a/b/g/n/ac/ac-wave2 -Power Method: PoE 802.3at -Maximum Power Consumption: 17W -BSSID: 4 Per Radio -Power Save: Supported -Wireless Security: WEP, WPA-PSK, WPA-Enterprise (WPA/WPA2, TKIP/AES) -Certifications: CE, FCC, IC -Mounting: Wall/Ceiling (Kits Included) -Advanced QoS: Per-User Rate Limiting -Guest Traffic Isolation: Supported -WMM: Supported -Concurrent Clients: 500+ -Managed by UniFi Controller 	
2.4	<p>Network Attached Storage (NAS)</p> <p>Specifications:</p> <ul style="list-style-type: none"> -Intel Celeron J4125 -4-core 2.0 (base) / 2.7 (burst) GHz -System Memory: 8 GB DDR4 non-ECC -Drive Bays: 5 -Maximum Single Volume Size*: 108 TB -Hot Swappable Drive -Fan Speed Mode: Full-Speed Mode, Cool Mode, Quiet Mode -Operating Temperature: 0°C to 40°C (32°F) 	

	<p>to 104°F)</p> <p>-3-year hardware warranty</p>	
2.5	<p>Drone</p> <p>Specifications:</p> <ul style="list-style-type: none"> -12 MP 1/2.3” CMOS Sensor -48 MP Super Resolution Photo -4x Lossless Zoom FHD Video -Dolly Zoom -10-bit Dlog-M color -4K 10-bit HDR support <p>-Lens:</p> <p>FOV: about 83° (24 mm); about 48° (48 mm)</p> <p>35 mm Format Equivalent: 24-48 mm</p> <p>Aperture: f/2.8 (24 mm)–f/3.8 (48 mm)</p> <p>Shooting Range: 0.5 m to ∞</p> <p>-Color Mode: D-Cineline</p> <p>Controller Display:</p> <ul style="list-style-type: none"> -6.7" FHD+ Super AMOLED Plus -Super Steady Video Mode -Snapdragon 730G, 8nm Octa Core -8GB RAM + 128GB Internal Memory -4,500mAh with 25W Fast Charging -Location Technology: GPS, Glonass, Beidou, Galileo 	
2.6	<p>Drone</p> <p>Specifications:</p> <ul style="list-style-type: none"> -12 MP 1/2.3” CMOS Sensor -48 MP Super Resolution Photo -4x Lossless Zoom FHD Video -Dolly Zoom -10-bit Dlog-M color -4K 10-bit HDR support 	

	<p>-Lens: FOV: about 83° (24 mm); about 48° (48 mm) 35 mm Format Equivalent: 24-48 mm Aperture: f/2.8 (24 mm)–f/3.8 (48 mm) Shooting Range: 0.5 m to ∞</p> <p>-Color Mode: D-Cinelike</p> <p>Controller Display: -6.5" FHD+ sAMOLED</p> <p>-ROM 128GB</p> <p>-Octa Core 2.3GHz, 1.7GHz</p> <p>-On-Screen Fingerprint</p> <p>-Location Technology: GPS, Glonass, Beidou, Galileo</p> <p>-Battery Capacity (mAh, Typical): 4000</p>	
<p>2.7</p>	<p>Data Rack Cabinet</p> <p>Specifications: -42 U -W=600mm x D=1200mm x H=1991 mm -Perforated</p>	
<p>2.8</p>	<p>Rack Mount Server</p> <p>Specifications: 2nd Generation Intel® Xeon® Scalable Processor Family -Processor 4214 (12 cores, 2.2GHz, 85W) -Memory: 16GB RDIMM 2R 2933 MT/s -Storage Controller P408i-a/2GB with Smart Storage Battery -1TB SAS 7.2K SFF Hard Drive -Sata DVD Rom Optical Drive -500W Hot Plug Power Supply Kit -1U Gen10 SFF Rail Kit & 1U Gen10 Bezel Kit -HPE OV (3) Year Support -Form Factor 1U Rack -With Mouse & Keyboard</p>	

<p>2.9</p>	<p>Network Video Recorder</p> <p>Specifications:</p> <ul style="list-style-type: none"> -Up to 16 channel IP cameras can be connected -Supports decoding H.265+/H.265/H.264+/H.264 video formats -Up to 4K high-definition live view, storage and playback -Up to 8-ch @ 1080p decoding capacity -Up to 160 Mbps high incoming bandwidth ensures IP cameras can be connected -1 HDMI and 1 VGA interfaces: both interfaces support independent video output -2 HDDs for continuous video recording -Compatible with third-party network cameras -Plug & Play with 16 Power-over-Ethernet (PoE) interfaces 	
<p>2.10</p>	<p>Uninterruptible Power Supply</p> <p>Specifications:</p> <ul style="list-style-type: none"> -1U -Input Phase: Single + G -Output Capacity**: 3000VA/2700W -Battery Number: 6 -Battery Voltage: 72 -Recharge Time (to 90%): 4 hours -Display LCD measures: Volatge / Frequency / Load level / Battery level / Output current / Estimated autonomy -Display Self-Diagnostics: Upon Power-on, Front Panel Setting & Software Control, 24 hours routine check -Alarm: Audible or Visual Line Failure / Battery Low / Transfer to Bypass / System Fault -Full Protection: Overload, Over temperature, Short circuit, Discharge, overcharge -Programmable Outlet: Yes 	

	<ul style="list-style-type: none"> -Operation Temperature: 0~40°C / 32~104°F -Operation Humidity: 20%~95%RH (Without condensing) -Safety: UL1778 -EMC: FCC Class A -Marks: cTUVus, FCC 	
2.11	<p>Server Monitoring Devices</p> <p>Specifications:</p> <ul style="list-style-type: none"> -With country specific detachable power cord, Installation guide, rack mounting brackets, temperature/humidity sensor -Spot Fluid Sensor - 15ft -Smoke sensor - 10 ft -Alarm Beacon -Includes: Installation, configuration and after sales support services 	
2.12	<p>Power Distribution Unit</p> <p>Specifications:</p> <ul style="list-style-type: none"> -Rack type PDU, metered, 1U, 16A, 208/230V, (8) C13 -Cable Type: Coaxial, RJ11, RJ45 	
2.13	<p>Data & Voice Wiring Tester</p> <p>Specifications:</p> <ul style="list-style-type: none"> -Test Type: Ethernet Port Test, Length, PoE Detection, Remote ID Locator -Maximum Cable Length: 1500ft -Tone: Yes -Display Type: LCD -Power Source: Battery -Battery Type: AA 	

	-Displays cable length, wire map, cable ID and distance to fault on one screen -Locates virtually any cable or wire pair with digital and analog toning	
<p><i>Warranty : minimum of one (1) year to all items.</i></p>		

Name of Bidder /Supplier

Signature of Authorized Representative

Date

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

[shall be submitted with the Bid]

Business Name: _____

Business Address: _____

Name of Client/Contact Person/Contact Number/Contact Email Address	Date of the Contract	Kinds of Goods	Value of Outstanding Contracts	Date of Delivery
<u>Government</u>				
<u>Private</u>				

Submitted by : _____

(Printed Name and Signature)

Designation : _____

Date : _____

Instructions:

State all ongoing contracts including those awarded but not yet started (government and private contracts which may be similar or not similar to the project being bid) prior to December 9, 2020.

If there is no ongoing contract including those awarded but not yet started as of the aforementioned period, state none or equivalent term. iii. 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

which is Similar in Nature (indicate only one)

[shall be submitted with the Bid]

Business Name: _____

Business Address: _____

Name of Client/Contact Person/Contact Number/Contact Email Address	Date of the Contract	Kinds of Goods	Amount of Contract	Date of Delivery	End User's Acceptance or Official Receipt(s) Issued for the Contract

Submitted by : _____

(Printed Name and Signature)

Designation : _____

Date : _____

Instructions:

- a. Cut-off date is **December 9, 2020**.
- b. Similar contract shall refer to cleaning services for air conditioning and VRF units.

Bid Securing Declaration Form

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

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

BID SECURING DECLARATION **Project Identification No.: *[Insert number]***

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

I/We, the undersigned, declare that:

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

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

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

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

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.

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

Bid Form for the Procurement of Goods

[shall be submitted with the Bid]

BID FORM

Date : _____

Project Identification No. : EMBXI2021- 02 & 02A

To: DENR-Environmental Management Bureau XI
3rd Avenue corner B. Guzman St. Sta Ana, Davao City

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

<i>Items No.</i>	<i>Item</i>	<i>Quantity</i>	<i>Unit Cost</i>	<i>Total</i>

If our Bid is accepted, we undertake:

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

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

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

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

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

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

Name: _____

Legal capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Date: _____

(JURAT)

Performance Securing Declaration (Revised)

[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]

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

PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
 - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
 - i. Procuring Entity has no claims filed against the contract awardee;
 - ii. It has no claims for labor and materials filed against the contractor; and
 - iii. Other terms of the contract; or
 - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Jurat

Affiant

Checklist of Technical and Financial Documents

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary “pass/fail” criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

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

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

- (j) 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**
- (k) 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

- (l) 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.

I. FINANCIAL COMPONENT ENVELOPE

- (m) Original of duly signed and accomplished Financial Bid Form; **and**
- (n) Original of duly signed and accomplished Price Schedule(s).

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

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

Republic of the Philippines



Government Procurement Policy Board

