DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES

Regional Office III, DMGC, Barangay Maimpis, City of San Fernando, Pampanga

RENTAL OF ICT EQUIPMENT

IB No. DENR-ROIII-2020-GOODS-01

Approved Budget for the Contract: ₱4,745,190.00

BIDS AND AWARDS COMMITTEE

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Section I.
Invitation to Bid

Republic of the Philippines
DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES
Regional Office III, Diosdado Macapagal Government Center
Brgy. Maimpis, City of San Fernando, Pampanga
Tel No.: (045) 455-3455
Email Address: **denrr3gss@yahoo.com**

INVITATION TO BID

Rental of ICT Equipment

1. The DENR, Regional Office III, through the Government Appropriations Act of 2020 intends to apply the sum of Four Million Seven Hundred Forty Five Thousand One Hundred Ninety Pesos (PhP4,745,190.00) being the Approved Budget for the Contract to payments under the contract for the Rental of ICT Equipment. Bids received in excess of the ABC shall be automatically rejected at the bid opening.

2. The DENR, Regional Office III requires the following ICT equipment:

ITEM NO.	DESCRIPTION	QUANTITY	UNIT
1	Desktop Computer	25	sets
2	Laptop	39	units
3	Aerial Drone Camera	3	unit
4	Printer	3	units
5	DSLR Camera	1	unit
6	Tablet	13	units
7	Smart Phone	2	units
8	Projector	2	units
9	Aerial Drone Camera Battery	4	units

3. The DENR, Regional Office III now invites bids for the Rental of ICT Equipment. Term of rental is every 15 days of each month starting from December, 2020 up to January, 2021. Thereafter the said ICT equipment shall be transferred to DENR Regional Office III. Bidders should have completed within two 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.

4. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the "Government Procurement Reform Act".

5. Interested bidders may obtain further information from DENR, Regional Office III, RBAC Secretariat / Procurement Section and inspect the Bidding Documents at the address given above during regular office hours from 8:00 a.m. to 5:00 p.m. Mondays to Fridays.

6. A complete set of Bidding Documents may be purchased by interested Bidders on November 6 - 24, 2020 during regular office hours from 8:00 a.m. to 5:00 p.m. Mondays to Fridays from the address above and upon payment of Bidding Documents in the amount of Five Thousand Pesos (PhP5,000.00).

7. The DENR, Regional Office III will hold a Pre-Bid Conference on November 13, 2020, 10:00 a.m. at DENR, Regional Office III, Diosdado Macapagal Government Center, Brgy. Maimpis, City of San Fernando, Pampanga, Conference Room.

8. Bids must be delivered to the address below on or before November 25, 2020 9:30 a.m. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause (b)18.1.

9. Bid opening shall be on November 25, 2020, 10:00 a.m. at DENR, Regional Office III, Diosdado Macapagal Government Center, Brgy. Maimpis, City of San Fernando, Pampanga, Conference Room. Bids will be opened in the presence of the Bidders' representatives who choose to attend at the address below. Late bids shall not be accepted.

10. The DENR, Regional Office III reserves the right to accept or reject any bid, to annul the bidding process, and to reject all bids at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders.

11. For further information, please refer to the RBAC Secretariat at the address and telephone number given above during regular office hours from 8:00 a.m. to 5:00 p.m. Mondays to Fridays.

(Sgd.)ARTURO E. FADRIQUELA
Chairman, Regional Bids and Awards Committee

Section II.
Instructions to Bidders (ITB)

A. General

1. Scope of Bid

1.1. The Procuring Entity named in the **BDS** invites bids for the supply and delivery of the Goods as described in Section VII. Technical Specifications.

1.2. The name, identification, and number of lots specific to this bidding are provided in the **BDS**. The contracting strategy and basis of evaluation of lots is described in ITB Clause **28.**

2. Source of Funds

The Procuring Entity has a budget or has received funds from the Funding Source named in the **BDS**, and in the amount indicated in the **BDS**. It intends to apply part of the funds received for the Project, as defined in the **BDS**, to cover eligible payments under the contract.

3. Corrupt, Fraudulent, Collusive, and Coercive Practices

3.1 Unless otherwise specified in the **BDS**, 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. In pursuance of this policy, the Procuring Entity:

(a) defines, for purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in RA 3019.

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.

(iii) "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.

(iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their

participation in a procurement process, or affect the execution of a contract;

(v) "obstructive practice" is

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or

(bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.

(b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.

3.2 Further, the Procuring Entity will seek to impose the maximum civil, administrative, and/or criminal penalties available under applicable laws on individuals and organizations deemed to be involved in any of the practices mentioned in ITB Clause (a).

3.3 Furthermore, the Funding Source and the Procuring Entity reserve the right to inspect and audit records and accounts of a bidder or supplier in the bidding for and performance of a contract themselves or through independent auditors as reflected in the GCC Clause **3.**

4. Conflict of Interest

4.1 All Bidders found to have conflicting interests shall be disqualified to participate in the procurement at hand, without prejudice to the imposition of appropriate administrative, civil, and criminal sanctions. A Bidder may be considered to have conflicting interests with another Bidder in any of the events described in paragraphs (a) through (c) below and a general conflict of interest in any of the circumstances set out in paragraphs (d) through (g) below:

(a) A Bidder has controlling shareholders in common with another Bidder;

(b) A Bidder receives or has received any direct or indirect subsidy from any other Bidder;

(c) A Bidder has the same legal representative as that of another Bidder for purposes of this bid;

(d) A Bidder has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder or influence the decisions of the Procuring Entity regarding this bidding process;

(e) A Bidder submits more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid;

(f) A Bidder who participated as a consultant in the preparation of the design or technical specifications of the Goods and related services that are the subject of the bid; or

(g) A Bidder who lends, or temporarily seconds, its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project, if the personnel would be involved in any capacity on the same project.

4.2 In accordance with Section 47 of the IRR of RA 9184, all Bidding Documents shall be accompanied by a sworn affidavit of the Bidder that it is not related to the Head of the Procuring Entity (HoPE), members of the Bids and Awards Committee (BAC), members of the Technical Working Group (TWG), members of the BAC Secretariat, the head of the Project Management Office (PMO) or the end-user unit, and the project consultants, by consanguinity or affinity up to the third civil degree. On the part of the Bidder, this Clause shall apply to the following persons:

(a) If the Bidder is an individual or a sole proprietorship, to the Bidder himself;

(b) If the Bidder is a partnership, to all its officers and members;

(c) If the Bidder is a corporation, to all its officers, directors, and controlling stockholders;

(d) If the Bidder is a cooperative, to all its officers, directors, and controlling shareholders or members; and

(e) If the Bidder is a joint venture (JV), the provisions of items (a), (b), (c), or (d) of this Clause shall correspondingly apply to each of the members of the said JV, as may be appropriate.

Relationship of the nature described above or failure to comply with this Clause will result in the automatic disqualification of a Bidder.

5. Eligible Bidders

5.1 Unless otherwise provided in the **BDS**, the following persons shall be eligible to participate in this bidding:

(a) Duly licensed Filipino citizens/sole proprietorships;

(b) Partnerships duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines;

(c) Corporations duly organized under the laws of the Philippines, and of which at least sixty percent (60%) of the outstanding capital stock belongs to citizens of the Philippines;

(d) Cooperatives duly organized under the laws of the Philippines; and

(e) Persons/entities forming themselves into a Joint Venture (JV), *i.e.*, a group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, that Filipino ownership or interest of the JV concerned shall be at least sixty percent (60%).

5.2 Foreign bidders may be eligible to participate when any of the following circumstances exist, as specified in the **BDS**:

(a) When a Treaty or International or Executive Agreement as provided in Section 4 of RA 9184 and its IRR allow foreign bidders to participate;

(b) Citizens, corporations, or associations of a country, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;

(c) When the Goods sought to be procured are not available from local suppliers; or

(d) When there is a need to prevent situations that defeat competition or restrain trade.

5.3 Government owned or –controlled corporations (GOCCs) may be eligible to participate only if they can establish that they (a) are legally and financially autonomous, (b) operate under commercial law, and (c) are not attached agencies of the Procuring Entity.

5.4 Unless otherwise provided in the **BDS**, the Bidder must have completed a Single Largest Completed Contract (SLCC) similar to the Project and the value of which, adjusted, if necessary, by the Bidder to current prices using the Philippine Statistics Authority (PSA) consumer price index, must be at least equivalent to a percentage of the ABC stated in the **BDS**.

For this purpose, contracts similar to the Project shall be those described in the **BDS**, and completed within the relevant period stated in the Invitation to Bid and ITB Clause 12.1(a)(ii).

5.5 The Bidder must submit a computation of its Net Financial Contracting Capacity (NFCC), which must be at least equal to the ABC to be bid, calculated as follows:

NFCC = [(Current assets minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.

The values of the domestic bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR.

For purposes of computing the foreign bidders' NFCC, the value of the current assets and current liabilities shall be based on their audited financial statements prepared in accordance with international financial reporting standards.

If the prospective bidder opts to submit a committed Line of Credit, it must be at least equal to ten percent (10%) of the ABC to be bid. If issued by a foreign universal or commercial bank, it shall be confirmed or authenticated by a local universal or commercial bank.

6. Bidder's Responsibilities

6.1 The Bidder or its duly authorized representative shall submit a sworn statement in the form prescribed in Section VIII. Bidding Forms as required in ITB Clause 12.1 (b)(iii).

6.2 The Bidder is responsible for the following:

(a) Having taken steps to carefully examine all of the Bidding Documents;

(b) Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;

(c) Having made an estimate of the facilities available and needed for the contract to be bid, if any;

(d) Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin(s) as provided under ITB Clause 10.4.

(e) Ensuring that it is not "blacklisted" or barred from bidding by the GOP or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;

(f) Ensuring that 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;

(g) Authorizing the HoPE or its duly authorized representative/s to verify all the documents submitted;

(h) Ensuring that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Bidder in the bidding, with the duly notarized Secretary's Certificate attesting to such fact, if the Bidder is a corporation, partnership, cooperative, or joint venture;

(i) Complying with the disclosure provision under Section 47 of RA 9184 and its IRR in relation to other provisions of RA 3019;

(j) Complying with existing labor laws and standards, in the case of procurement of services; Moreover, bidder undertakes to:

(i) Ensure the entitlement of workers to wages, hours of work, safety and health and other prevailing conditions of work as established by national laws, rules and regulations; or collective

bargaining agreement; or arbitration award, if and when applicable.

In case there is a finding by the Procuring Entity or the DOLE of underpayment or non-payment of workers' wage and wage-related benefits, bidder agrees that the performance security or portion of the contract amount shall be withheld in favor of the complaining workers pursuant to appropriate provisions of Republic Act No. 9184 without prejudice to the institution of appropriate actions under the Labor Code, as amended, and other social legislations.

(ii) Comply with occupational safety and health standards and to correct deficiencies, if any.

In case of imminent danger, injury or death of the worker, bidder undertakes to suspend contract implementation pending clearance to proceed from the DOLE Regional Office and to comply with Work Stoppage Order; and

(iii) Inform the workers of their conditions of work, labor clauses under the contract specifying wages, hours of work and other benefits under prevailing national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable, through posting in two (2) conspicuous places in the establishment's premises; and

(k) Ensuring that it 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.

Failure to observe any of the above responsibilities shall be at the risk of the Bidder concerned.

6.3 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents.

6.4 It shall be the sole responsibility of the Bidder to determine and to satisfy itself by such means as it considers necessary or desirable as to all matters pertaining to the contract to be bid, including: (a) the location and the nature of this Project; (b) climatic conditions; (c) transportation facilities; and (d) other factors that may affect the cost, duration, and execution or implementation of this Project.

6.5 The Procuring Entity shall not assume any responsibility regarding erroneous interpretations or conclusions by the prospective or eligible bidder out of the data furnished by the procuring entity. However, the Procuring Entity shall ensure that all information in the Bidding Documents, including bid/supplemental bid bulletin/s issued, are correct and consistent.

6.6 Before submitting their bids, the Bidder is deemed to have become familiar with all existing laws, decrees, ordinances, acts and regulations of the Philippines which may affect this Project in any way.

6.7 The Bidder shall bear all costs associated with the preparation and submission of his bid, and the Procuring Entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

6.8 The Bidder should note that the Procuring Entity will accept bids only from those that have paid the applicable fee for the Bidding Documents at the office indicated in the Invitation to Bid.

7. Origin of Goods

Unless otherwise indicated in the **BDS**, there is no restriction on the origin of goods other than those prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, subject to ITB Clause 27.1.

8. Subcontracts

8.1 Unless otherwise specified in the **BDS**, the Bidder may subcontract portions of the Goods to an extent as may be approved by the Procuring Entity and stated in the **BDS**. However, subcontracting of any portion shall not relieve the Bidder from any liability or obligation that may arise from the contract for this Project.

8.2 Subcontractors must submit the documentary requirements under ITB Clause 12 and comply with the eligibility criteria specified in the BDS. In the event that any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Goods shall be disallowed.

8.3 The Bidder may identify the subcontractor to whom a portion of the Goods will be subcontracted at any stage of the bidding process or during contract implementation. If the Bidder opts to disclose the name of the subcontractor during bid submission, the Bidder shall include the required documents as part of the technical component of its bid.

B. Contents of Bidding Documents

9. Pre-Bid Conference

9.1 (a) If so specified in the **BDS**, a pre-bid conference shall be held at the venue and on the date indicated therein, to clarify and address the Bidders' questions on the technical and financial components of this Project.

(b) The pre-bid conference shall be held at least twelve (12) calendar days before the deadline for the submission and receipt of bids, but not earlier than seven (7) calendar days from the posting of the invitation to bid/bidding documents in the PhilGEPS website. If the Procuring Entity determines that, by reason of the method, nature, or complexity of the contract to be bid, or when international participation will be more advantageous to the GOP, a longer period for the preparation of bids is necessary, the pre-bid conference shall be held at least thirty (30) calendar

days before the deadline for the submission and receipt of bids, as specified in the **BDS**.

9.2 Bidders are encouraged to attend the pre-bid conference to ensure that they fully understand the Procuring Entity's requirements. Non-attendance of the Bidder will in no way prejudice its bid; however, the Bidder is expected to know the changes and/or amendments to the Bidding Documents as recorded in the minutes of the pre-bid conference and the Supplemental/Bid Bulletin. The minutes of the pre-bid conference shall be recorded and prepared not later than five (5) calendar days after the pre-bid conference. The minutes shall be made available to prospective bidders not later than five (5) days upon written request.

9.3 Decisions of the BAC amending any provision of the bidding documents shall be issued in writing through a Supplemental/Bid Bulletin at least seven (7) calendar days before the deadline for the submission and receipt of bids.

10. Clarification and Amendment of Bidding Documents

10.1 Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such request must be in writing and submitted to the Procuring Entity at the address indicated in the **BDS** at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10.2 The BAC shall respond to the said request by issuing a Supplemental/Bid Bulletin, to be made available to all those who have properly secured the Bidding Documents, at least seven (7) calendar days before the deadline for the submission and receipt of Bids.

10.3 Supplemental/Bid Bulletins may also be issued upon the Procuring Entity's initiative for purposes of clarifying or modifying any provision of the Bidding Documents not later than seven (7) calendar days before the deadline for the submission and receipt of Bids. Any modification to the Bidding Documents shall be identified as an amendment.

10.4 Any Supplemental/Bid Bulletin issued by the BAC shall also be posted in the PhilGEPS and the website of the Procuring Entity concerned, if available, and at any conspicuous place in the premises of the Procuring Entity concerned. It shall be the responsibility of all Bidders who have properly secured the Bidding Documents to inquire and secure Supplemental/Bid Bulletins that may be issued by the BAC. However, Bidders who have submitted bids before the issuance of the Supplemental/Bid Bulletin must be informed and allowed to modify or withdraw their bids in accordance with ITB Clause 23.

C. Preparation of Bids

11. Language of Bids

The eligibility requirements or statements, the bids, and all other documents to be submitted to the BAC must be in English. If the eligibility requirements or statements, the bids, and all other documents submitted to the BAC are in foreign language other than English, it must be accompanied by a translation of the documents in English. The documents shall be translated by the relevant foreign government agency, the foreign

government agency authorized to translate documents, or a registered translator in the foreign bidder's country; and 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. The English translation shall govern, for purposes of interpretation of the bid.

12. Documents Comprising the Bid: Eligibility and Technical Components

12.1 Unless otherwise indicated in the **BDS**, the first envelope shall contain the following eligibility and technical documents:

(a) **Eligibility Documents –**

Class "A" Documents:

(i) PhilGEPS Certificate of Registration and Membership in accordance with Section 8.5.2 of the IRR, except for foreign bidders participating in the procurement by a Philippine Foreign Service Office or Post, which shall submit their eligibility documents under Section 23.1 of the IRR, provided, that the winning bidder shall register with the PhilGEPS in accordance with section 37.1.4 of the IRR.

(ii) Statement 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

Statement of the Bidder's SLCC similar to the contract to be bid, in accordance with ITB Clause 5.4, within the relevant period as provided in the **BDS.**

The two statements required shall indicate for each contract the following:

(ii.1) name of the contract;

(ii.2) date of the contract;

(ii.3) contract duration;

(ii.4) owner's name and address;

(ii.5) kinds of Goods;

(ii.6) For Statement of Ongoing Contracts – amount of contract and value of outstanding contracts;

(ii.7) For Statement of SLCC – amount of completed contracts, adjusted by the Bidder to current prices using PSA's

consumer price index, if necessary for the purpose of meeting the SLCC requirement;

(ii.8) date of delivery; and

(ii.9) end user's acceptance or official receipt(s) or sales invoice issued for the contract, if completed, which shall be attached to the statements.

(iii) NFCC computation in accordance with ITB Clause 5.5 or a committed Line of Credit from a universal or commercial bank.

Class "B" Document:

(iv) If applicable, the Joint Venture Agreement (JVA) in case the joint venture is already in existence, or duly notarized statements from all the potential joint venture partners in accordance with Section 23.1(b) of the IRR.

(b) **Technical Documents –**

(i) Bid security in accordance with ITB Clause 18. If the Bidder opts to submit the bid security in the form of:

(i.1) a bank draft/guarantee or an irrevocable letter of credit issued by a foreign bank, it shall be accompanied by a confirmation from a Universal or Commercial Bank; or

(i.2) a surety bond, it shall be accompanied by a certification by the Insurance Commission that the surety or insurance company is authorized to issue such instruments;

(ii) Conformity with technical specifications, as enumerated and specified in Sections VI and VII of the Bidding Documents; and

(iii) Sworn statement in accordance with Section 25.3 of the IRR of RA 9184 and using the form prescribed in Section VIII Bidding Forms.

(iv) For foreign bidders claiming eligibility by reason of their country's extension of reciprocal rights to Filipinos, a certification from the relevant government office of their country stating that Filipinos are allowed to participate in their government procurement activities for the same item or product.

13. Documents Comprising the Bid: Financial Component

13.1 Unless otherwise stated in the **BDS**, the financial component of the bid shall contain the following**:**

(a) Financial Bid Form, which includes bid prices and the applicable Price Schedules, in accordance with ITB Clauses 15.1 and 15.4;

(b) If the Bidder claims preference as a Domestic Bidder, a certification from the DTI issued in accordance with ITB Clause 27, unless otherwise provided in the **BDS**; and

(c) Any other document related to the financial component of the bid as stated in the **BDS**.

13.2 (a)Unless otherwise stated in the BDS, all bids that exceed the ABC shall not be accepted.

(b) Unless otherwise indicated in the BDS, for foreign-funded procurement, a ceiling may be applied to bid prices provided the following conditions are met:

(i) Bidding Documents are obtainable free of charge on a freely accessible website. If payment of Bidding Documents is required by the procuring entity, payment could be made upon the submission of bids.

(ii) The procuring entity has procedures in place to ensure that the ABC is based on recent estimates made by the responsible unit of the procuring entity and that the estimates reflect the quality, supervision and risk and inflationary factors, as well as prevailing market prices, associated with the types of works or goods to be procured.

(iii) The procuring entity has trained cost estimators on estimating prices and analyzing bid variances.

(iv) The procuring entity has established a system to monitor and report bid prices relative to ABC and engineer's/procuring entity's estimate.

(v) The procuring entity has established a monitoring and evaluation system for contract implementation to provide a feedback on actual total costs of goods and works.

14. Alternative Bids

14.1 Alternative Bids shall be rejected. For this purpose, alternative bid is an offer made by a Bidder in addition or as a substitute to its original bid which may be included as part of its original bid or submitted separately therewith for purposes of bidding. A bid with options is considered an alternative bid regardless of whether said bid proposal is contained in a single envelope or submitted in two (2) or more separate bid envelopes.

14.2 Each Bidder shall submit only one Bid, either individually or as a partner in a JV. A Bidder who submits or participates in more than one bid (other than as a subcontractor if a subcontractor is permitted to participate in more than one bid)

will cause all the proposals with the Bidder's participation to be disqualified. This shall be without prejudice to any applicable criminal, civil and administrative penalties that may be imposed upon the persons and entities concerned.

15. Bid Prices

15.1 The Bidder shall complete the appropriate Schedule of Prices included herein, stating the unit prices, total price per item, the total amount and the expected countries of origin of the Goods to be supplied under this Project.

15.2 The Bidder shall fill in rates and prices for all items of the Goods described in the Schedule of Prices. Bids not addressing or providing all of the required items in the Bidding Documents including, where applicable, Schedule of Prices, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a zero (0) or a dash (-) for the said item would mean that it is being offered for free to the Government, except those required by law or regulations to be accomplished.

15.3 The terms Ex Works (EXW), Cost, Insurance and Freight (CIF), Cost and Insurance Paid to (CIP), Delivered Duty Paid (DDP), and other trade terms used to describe the obligations of the parties, shall be governed by the rules prescribed in the current edition of the International Commercial Terms (INCOTERMS) published by the International Chamber of Commerce, Paris.

15.4 Prices indicated on the Price Schedule shall be entered separately in the following manner:

(a) For Goods offered from within the Procuring Entity's country:

(i) The price of the Goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable);

(ii) The cost of all customs duties and sales and other taxes already paid or payable;

(iii) The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and

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

(b) For Goods offered from abroad:

(i) Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted 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, listed in the **BDS**.

(c) For Services, based on the form which may be prescribed by the Procuring Entity, in accordance with existing laws, rules and regulations

15.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or price escalation on any account. A bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to ITB Clause 24.

All bid prices for the given scope of work in the contract as awarded shall be considered as fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances. Upon the recommendation of the Procuring Entity, price escalation may be allowed in extraordinary circumstances as may be determined by the National Economic and Development Authority in accordance with the Civil Code of the Philippines, and upon approval by the GPPB. Nevertheless, in cases where the cost of the awarded contract is affected by any applicable new laws, ordinances, regulations, or other acts of the GOP, promulgated after the date of bid opening, a contract price adjustment shall be made or appropriate relief shall be applied on a no loss-no gain basis.

16. Bid Currencies

16.1 Prices shall be quoted in the following currencies:

(a) For Goods that the Bidder will supply from within the Philippines, the prices shall be quoted in Philippine Pesos.

(b) For Goods that the Bidder will supply from outside the Philippines, the prices may be quoted in the currency(ies) stated in the **BDS**. 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 *Bangko Sentral ng Pilipinas*(BSP) reference rate bulletin on the day of the bid opening.

16.2 If so allowed in accordance with ITB Clause 16.1, the Procuring Entity for purposes of bid evaluation and comparing the bid prices will convert the amounts in various currencies in which the bid price is expressed to Philippine Pesos at the foregoing exchange rates.

16.3 Unless otherwise specified in the BDS, payment of the contract price shall be made in Philippine Pesos.

17. Bid Validity

17.1 Bids shall remain valid for the period specified in the **BDS** which shall not exceed one hundred twenty (120) calendar days from the date of the opening of bids.

17.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Procuring Entity may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. The bid security described in ITB Clause 18 should also be extended corresponding to the extension of the bid validity period at the least. A Bidder may refuse the

request without forfeiting its bid security, but his bid shall no longer be considered for further evaluation and award. A Bidder granting the request shall not be required or permitted to modify its bid.

18. Bid Security

18.1 The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount stated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the following schedule:

Form of Bid Security	Amount of Bid Security (Not Less than the Percentage of the ABC)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank. *For biddings conducted by LGUs, the Cashier's/Manager's Check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.*	Two percent (2%)
(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank. *For biddings conducted by LGUs, Bank Draft/Guarantee, or Irrevocable Letter of Credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.*	
(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Five percent (5%)

The Bid Securing Declaration mentioned above is an undertaking which states, among others, that the Bidder shall enter into contract with the procuring entity and furnish the performance security required under ITB Clause 33.2, within ten (10) calendar days from receipt of the Notice of Award, and commits to pay the corresponding amount as fine, and be suspended for a period of time from being qualified to participate in any government procurement activity in the

event it violates any of the conditions stated therein as provided in the guidelines issued by the GPPB.

18.2 The bid security should be valid for the period specified in the **BDS**. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

18.3 No bid securities shall be returned to Bidders after the opening of bids and before contract signing, except to those that failed or declared as post-disqualified, upon submission of a written waiver of their right to file a request for reconsideration and/or protest, or upon the lapse of the reglementary period to file a request for reconsideration or protest. Without prejudice on its forfeiture, bid securities shall be returned only after the Bidder with the Lowest Calculated Responsive Bid (LCRB) has signed the contract and furnished the performance security, but in no case later than the expiration of the bid security validity period indicated in ITB Clause 18.2.

18.4 Upon signing and execution of the contract pursuant to ITB Clause 32, and the posting of the performance security pursuant to ITB Clause 33, the successful Bidder's bid security will be discharged, but in no case later than the bid security validity period as indicated in the ITB Clause 18.2.

18.5 The bid security may be forfeited:

(a) **if a Bidder:**

(i) withdraws its bid during the period of bid validity specified in ITB Clause 17;

(ii) does not accept the correction of errors pursuant to ITB Clause 28.3 (b);

(iii) has a finding against the veracity of any of the documents submitted as stated in ITB Clause 29.2;

(iv) submission of eligibility requirements containing false information or falsified documents;

(v) submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding;

(vi) allowing the use of one's name, or using the name of another for purposes of public bidding;

(vii) withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the LCRB;

(viii) refusal or failure to post the required performance security within the prescribed time;

(ix) refusal to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification;

(x) any documented attempt by a Bidder to unduly influence the outcome of the bidding in his favor;

(xi) failure of the potential joint venture partners to enter into the joint venture after the bid is declared successful; or

(xii) all other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.

(b) if the successful Bidder:

(i) fails to sign the contract in accordance with ITB Clause 32; or

(ii) fails to furnish performance security in accordance with ITB Clause 33.

19. Format and Signing of Bids

19.1 Bidders shall submit their bids through their duly authorized representative using the appropriate forms provided in Section VIII. Bidding Forms on or before the deadline specified in the ITB Clauses 21 in two (2) separate sealed bid envelopes, and which shall be submitted simultaneously. The first shall contain the technical component of the bid, including the eligibility requirements under ITB Clause 12.1, and the second shall contain the financial component of the bid. This shall also be observed for each lot in the case of lot procurement.

19.2 Forms as mentioned in ITB Clause 19.1 must be completed without any alterations to their format, and no substitute form shall be accepted. All blank spaces shall be filled in with the information requested.

19.3 The Bidder shall prepare and submit an original of the first and second envelopes as described in ITB Clauses 12 and 13. In addition, the Bidder shall submit copies of the first and second envelopes. In the event of any discrepancy between the original and the copies, the original shall prevail.

19.4 Each and every page of the Bid Form, including the Schedule of Prices, under Section VIII hereof, shall be signed by the duly authorized representative/s of the Bidder. Failure to do so shall be a ground for the rejection of the bid.

19.5 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder.

20. Sealing and Marking of Bids

20.1 Bidders shall enclose their original eligibility and technical documents described in ITB Clause 12 in one sealed envelope marked “ORIGINAL – TECHNICAL COMPONENT”, and the original of their financial component in another sealed envelope marked “ORIGINAL – FINANCIAL COMPONENT”, sealing them all in an outer envelope marked “ORIGINAL BID”.

20.2 Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as "COPY NO. ___ - TECHNICAL COMPONENT" and "COPY NO. ___ – FINANCIAL COMPONENT" and the outer envelope as "COPY NO. ___", respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope.

20.3 The original and the number of copies of the Bid as indicated in the BDS shall be typed or written in ink and shall be signed by the Bidder or its duly authorized representative/s.

20.4 All envelopes shall:

(a) contain the name of the contract to be bid in capital letters;

(b) bear the name and address of the Bidder in capital letters;

(c) be addressed to the Procuring Entity's BAC in accordance with ITB Clause 1.1;

(d) bear the specific identification of this bidding process indicated in the ITB Clause **1.2**; and

(e) bear a warning "DO NOT OPEN BEFORE…" the date and time for the opening of bids, in accordance with ITB Clause 21.

20.5 Bid envelopes that are not properly sealed and marked, as required in the bidding documents, shall not be rejected, but the Bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The BAC or the Procuring Entity shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked bid, or for its premature opening.

D. Submission and Opening of Bids

21. Deadline for Submission of Bids

Bids must be received by the Procuring Entity's BAC at the address and on or before the date and time indicated in the **BDS**.

22. Late Bids

Any bid submitted after the deadline for submission and receipt of bids prescribed by the Procuring Entity, pursuant to ITB Clause 21, shall be declared "Late" and shall not be accepted by the Procuring Entity. The BAC shall record in the minutes of bid submission and opening, the Bidder's name, its representative and the time the late bid was submitted.

23. Modification and Withdrawal of Bids

23.1 The Bidder may modify its bid after it has been submitted; provided that the modification is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Bidder shall not be allowed to retrieve its original bid, but shall be allowed to submit another bid equally sealed and

properly identified in accordance with ITB Clause 20, linked to its original bid marked as "TECHNICAL MODIFICATION" or "FINANCIAL MODIFICATION" and stamped "received" by the BAC. Bid modifications received after the applicable deadline shall not be considered and shall be returned to the Bidder unopened.

23.2 A Bidder may, through a Letter of Withdrawal, withdraw its bid after it has been submitted, for valid and justifiable reason; provided that the Letter of Withdrawal is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Letter of Withdrawal must be executed by the duly authorized representative of the Bidder identified in the Omnibus Sworn Statement, a copy of which should be attached to the letter.

23.3 Bids requested to be withdrawn in accordance with ITB Clause 23.1 shall be returned unopened to the Bidders. A Bidder, who has acquired the bidding documents, may also express its intention not to participate in the bidding through a letter which should reach and be stamped by the BAC before the deadline for submission and receipt of bids. A Bidder that withdraws its bid shall not be permitted to submit another bid, directly or indirectly, for the same contract.

23.4 No bid may be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Financial Bid Form. Withdrawal of a bid during this interval shall result in the forfeiture of the Bidder's bid security, pursuant to ITB Clause 18.5, and the imposition of administrative, civil and criminal sanctions as prescribed by RA 9184 and its IRR.

24. Opening and Preliminary Examination of Bids

24.1 The BAC shall open the bids in public, immediately after the deadline for the submission and receipt of bids, as specified in the **BDS**. In case the Bids cannot be opened as scheduled due to justifiable reasons, the BAC shall take custody of the Bids submitted and reschedule the opening of Bids on the next working day or at the soonest possible time through the issuance of a Notice of Postponement to be posted in the PhilGEPS website and the website of the Procuring Entity concerned.

24.2 Unless otherwise specified in the BDS, the BAC shall open the first bid envelopes and determine each Bidder's compliance with the documents prescribed in ITB Clause 12, using a non-discretionary "pass/fail" criterion. If a Bidder submits the required document, it shall be rated "passed" for that particular requirement. In this regard, bids that fail to include any requirement or are incomplete or patently insufficient shall be considered as "failed". Otherwise, the BAC shall rate the said first bid envelope as "passed".

24.3 Unless otherwise specified in the BDS, immediately after determining compliance with the requirements in the first envelope, the BAC shall forthwith open the second bid envelope of each remaining eligible bidder whose first bid envelope was rated "passed". The second envelope of each complying bidder shall be opened within the same day. In case one or more of the requirements in

the second envelope of a particular bid is missing, incomplete or patently insufficient, and/or if the submitted total bid price exceeds the ABC unless otherwise provided in ITB Clause 13.2, the BAC shall rate the bid concerned as "failed". Only bids that are determined to contain all the bid requirements for both components shall be rated "passed" and shall immediately be considered for evaluation and comparison.

24.4 Letters of Withdrawal shall be read out and recorded during bid opening, and the envelope containing the corresponding withdrawn bid shall be returned to the Bidder unopened.

24.5 All members of the BAC who are present during bid opening shall initial every page of the original copies of all bids received and opened.

24.6 In the case of an eligible foreign bidder as described in ITB Clause (**a)5**, the following Class "A" Documents may be substituted with the appropriate equivalent documents, if any, issued by the country of the foreign Bidder concerned, which shall likewise be uploaded and maintained in the PhilGEPS in accordance with Section 8.5.2 of the IRR:

(a) Registration certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or CDA for cooperatives;

(b) Mayor's/Business permit issued by the local government where the principal place of business of the bidder is located; and

(c) Audited Financial Statements showing, among others, the prospective bidder's total and current assets and liabilities stamped "received" by the Bureau of Internal Revenue or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two years from the date of bid submission.

24.7 Each partner of a joint venture agreement shall likewise submit the requirements in ITB Clause 12.1(a)(i). Submission of documents required under ITB Clauses 12.1(a)(ii) to 12.1(a)(iii) by any of the joint venture partners constitutes compliance.

24.8 The Procuring Entity shall prepare the minutes of the proceedings of the bid opening that shall include, as a minimum: (a) names of Bidders, their bid price (per lot, if applicable, and/or including discount, if any), bid security, findings of preliminary examination, and whether there is a withdrawal or modification; and (b) attendance sheet. The BAC members shall sign the abstract of bids as read.

24.9 The bidders or their duly authorized representatives may attend the opening of bids. The BAC shall ensure the integrity, security, and confidentiality of all submitted bids. The Abstract of Bids as read and the minutes of the bid opening shall be made available to the public upon written request and payment of a specified fee to recover cost of materials.

24.10 To ensure transparency and accurate representation of the bid submission, the BAC Secretariat shall notify in writing all bidders whose bids it has received

through its PhilGEPS-registered physical address or official e-mail address. The notice shall be issued within seven (7) calendar days from the date of the bid opening.

E. Evaluation and Comparison of Bids

25. Process to be Confidential

25.1 Members of the BAC, including its staff and personnel, as well as its Secretariat and TWG, are prohibited from making or accepting any kind of communication with any bidder regarding the evaluation of their bids until the issuance of the Notice of Award, unless otherwise allowed in the case of ITB Clause 26.

25.2 Any effort by a bidder to influence the Procuring Entity in the Procuring Entity's decision in respect of bid evaluation, bid comparison or contract award will result in the rejection of the Bidder's bid.

26. Clarification of Bids

To assist in the evaluation, comparison, and post-qualification of the bids, the Procuring Entity may ask in writing any Bidder for a clarification of its bid. All responses to requests for clarification shall be in writing. Any clarification submitted by a Bidder in respect to its bid and that is not in response to a request by the Procuring Entity shall not be considered.

27. Domestic Preference

27.1 Unless otherwise stated in the **BDS**, the Procuring Entity will grant a margin of preference for the purpose of comparison of bids in accordance with the following:

(a) The preference shall be applied when the lowest Foreign Bid is lower than the lowest bid offered by a Domestic Bidder.

(b) For evaluation purposes, the lowest Foreign Bid shall be increased by fifteen percent (15%).

(c) In the event that the lowest bid offered by a Domestic Bidder does not exceed the lowest Foreign Bid as increased, then the Procuring Entity shall award the contract to the Domestic Bidder at the amount of the lowest Foreign Bid.

(d) If the Domestic Bidder refuses to accept the award of contract at the amount of the Foreign Bid within two (2) calendar days from receipt of written advice from the BAC, the Procuring Entity shall award to the bidder offering the Foreign Bid, subject to post-qualification and submission of all the documentary requirements under these Bidding Documents.

27.2 A Bidder may be granted preference as a Domestic Bidder subject to the certification from the DTI that the Bidder is offering unmanufactured articles, materials or supplies of the growth or production of the Philippines, or manufactured articles, materials, or supplies manufactured or to be

manufactured in the Philippines substantially from articles, materials, or supplies of the growth, production, or manufacture, as the case may be, of the Philippines.

28. Detailed Evaluation and Comparison of Bids

28.1 The Procuring Entity will undertake the detailed evaluation and comparison of bids which have passed the opening and preliminary examination of bids, pursuant to ITB Clause 24, in order to determine the Lowest Calculated Bid.

28.2 The Lowest Calculated Bid shall be determined in two steps:

(a) The detailed evaluation of the financial component of the bids, to establish the correct calculated prices of the bids; and

(b) The ranking of the total bid prices as so calculated from the lowest to the highest. The bid with the lowest price shall be identified as the Lowest Calculated Bid.

28.3 The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all bids rated "passed," using non-discretionary pass/fail criteria. The BAC shall consider the following in the evaluation of bids:

(a) Completeness of the bid. Unless the **BDS** allows partial bids, bids not addressing or providing all of the required items in the Schedule of Requirements including, where applicable, Schedule of Prices, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a zero (0) or a dash (-) for the said item would mean that it is being offered for free to the Procuring Entity, except those required by law or regulations to be provided for; and

(b) Arithmetical corrections. Consider computational errors and omissions to enable proper comparison of all eligible bids. It may also consider bid modifications. Any adjustment shall be calculated in monetary terms to determine the calculated prices.

28.4 Based on the detailed evaluation of bids, those that comply with the above-mentioned requirements shall be ranked in the ascending order of their total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, to identify the Lowest Calculated Bid. Total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, which exceed the ABC shall not be considered, unless otherwise indicated in the **BDS**.

28.5 The Procuring Entity's evaluation of bids shall be based on the bid price quoted in the Bid Form, which includes the Schedule of Prices.

28.6 Bids shall be evaluated on an equal footing to ensure fair competition. For this purpose, all bidders shall be required to include in their bids the cost of all taxes, such as, but not limited to, value added tax (VAT), income tax, local taxes, and other fiscal levies and duties which shall be itemized in the bid form and

reflected in the detailed estimates. Such bids, including said taxes, shall be the basis for bid evaluation and comparison.

28.7 If so indicated pursuant to ITB Clause 1.2, Bids are being invited for individual lots or for any combination thereof, provided that all Bids and combinations of Bids shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid prices quoted shall correspond to all items specified for each lot and to all quantities specified for each item of a lot. Bid Security as required by ITB Clause 18 shall be submitted for each contract (lot) separately. The basis for evaluation of lots is specified in BDS Clause 28.3.

29. Post-Qualification

29.1 The BAC shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the Lowest Calculated Bid complies with and is responsive to all the requirements and conditions specified in ITB Clauses 5, 12, and 13.

29.2 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.

29.3 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.

29.4 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted pursuant to ITB Clauses 12 and 13, as well as other information as the Procuring Entity deems necessary and appropriate, using a non-discretionary "pass/fail" criterion, which shall be completed within a period of twelve (12) calendar days.

29.5 If the BAC determines that the Bidder with the Lowest Calculated Bid passes all the criteria for post-qualification, it shall declare the said bid as the LCRB, and recommend to the HoPE the award of contract to the said Bidder at its submitted price or its calculated bid price, whichever is lower.

29.6 A negative determination shall result in rejection of the Bidder's Bid, in which event the Procuring Entity shall proceed to the next Lowest Calculated Bid with a fresh period to make a similar determination of that Bidder's capabilities to perform satisfactorily. If the second Bidder, however, fails the post qualification, the procedure for post qualification shall be repeated for the Bidder with the next Lowest Calculated Bid, and so on until the LCRB is determined for recommendation for contract award.

29.7 Within a period not exceeding fifteen (15) calendar days from the determination by the BAC of the LCRB and the recommendation to award the contract, the

HoPE or his duly authorized representative shall approve or disapprove the said recommendation.

29.8 In the event of disapproval, which shall be based on valid, reasonable, and justifiable grounds as provided for under Section 41 of the IRR of RA 9184, the HoPE shall notify the BAC and the Bidder in writing of such decision and the grounds for it. When applicable, the BAC shall conduct a post-qualification of the Bidder with the next Lowest Calculated Bid. A request for reconsideration may be filed by the bidder with the HoPE in accordance with Section 37.1.3 of the IRR of RA 9184.

30. Reservation Clause

30.1 Notwithstanding the eligibility or post-qualification of a Bidder, the Procuring Entity concerned reserves the right to review its qualifications at any stage of the procurement process if it has reasonable grounds to believe that a misrepresentation has been made by the said Bidder, or that there has been a change in the Bidder's capability to undertake the project from the time it submitted its eligibility requirements. Should such review uncover any misrepresentation made in the eligibility and bidding requirements, statements or documents, or any changes in the situation of the Bidder which will affect its capability to undertake the project so that it fails the preset eligibility or bid evaluation criteria, the Procuring Entity shall consider the said Bidder as ineligible and shall disqualify it from submitting a bid or from obtaining an award or contract.

30.2 Based on the following grounds, the Procuring Entity reserves the right to reject any and all bids, declare a Failure of Bidding at any time prior to the contract award, or not to award the contract, without thereby incurring any liability, and make no assurance that a contract shall be entered into as a result of the bidding:

(a) If there is *prima facie* evidence of collusion between appropriate public officers or employees of the Procuring Entity, or between the BAC and any of the Bidders, or if the collusion is between or among the bidders themselves, or between a Bidder and a third party, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition;

(b) If the Procuring Entity's BAC is found to have failed in following the prescribed bidding procedures; or

(c) For any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the GOP as follows:

(i) If the physical and economic conditions have significantly changed so as to render the project no longer economically, financially or technically feasible as determined by the HoPE;

(ii) If the project is no longer necessary as determined by the HoPE; and

(iii) If the source of funds for the project has been withheld or reduced through no fault of the Procuring Entity.

30.3 In **addition, the Procuring Entity may likewise declare a failure of bidding when:**

(a) No bids are received;

(b) All prospective Bidders are declared ineligible;

(c) All bids fail to comply with all the bid requirements or fail post-qualification; or

(d) The bidder with the LCRB refuses, without justifiable cause to accept the award of contract, and no award is made in accordance with Section 40 of the IRR of RA 9184.

F. Award of Contract

31. Contract Award

31.1 Subject to ITB Clause 29, the HoPE or its duly authorized representative shall award the contract to the Bidder whose bid has been determined to be the LCRB.

31.2 Prior to the expiration of the period of bid validity, the Procuring Entity shall notify the successful Bidder in writing that its bid has been accepted, through a Notice of Award duly received by the Bidder or its representative personally or sent by registered mail or electronically, receipt of which must be confirmed in writing within two (2) days by the Bidder with the LCRB and submitted personally or sent by registered mail or electronically to the Procuring Entity.

31.3 Notwithstanding the issuance of the Notice of Award, award of contract shall be subject to the following conditions:

(a) Submission of the following documents within ten (10) calendar days from receipt of the Notice of Award:

(i) Valid JVA, if applicable; or

(ii) In the case of procurement by a Philippine Foreign Service Office or Post, the PhilGEPS Registration Number of the winning foreign Bidder;

(b) Posting of the performance security in accordance with ITB Clause 33;

(c) Signing of the contract as provided in ITB Clause 32; and

(d) Approval by higher authority, if required, as provided in Section 37.3 of the IRR of RA 9184.

31.4 At the time of contract award, the Procuring Entity shall not increase or decrease the quantity of goods originally specified in Section VI. Schedule of Requirements.

32. Signing of the Contract

32.1 At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Contract Form to the

Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.

32.2 Within ten (10) calendar days from receipt of the Notice of Award, the successful Bidder shall post the required performance security, sign and date the contract and return it to the Procuring Entity.

32.3 The Procuring Entity shall enter into contract with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.

32.4 The following documents shall form part of the contract:

(a) Contract Agreement;

(b) Bidding Documents;

(c) Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.,* bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

(d) Performance Security;

(e) Notice of Award of Contract; and

(f) Other contract documents that may be required by existing laws and/or specified in the **BDS**.

33. Performance Security

33.1 To guarantee the faithful performance by the winning Bidder of its obligations under the contract, it shall post a performance security within a maximum period of ten (10) calendar days from the receipt of the Notice of Award from the Procuring Entity and in no case later than the signing of the contract.

33.2 The Performance Security shall be denominated in Philippine Pesos and posted in favor of the Procuring Entity in an amount not less than the percentage of the total contract price in accordance with the following schedule:

Form of Performance Security	Amount of Performance Security (Not less than the Percentage of the Total Contract Price)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank. *For biddings conducted by the LGUs, the Cashier's/Manager's Check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.*	Five percent (5%)

(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank. *For biddings conducted by the LGUs, the Bank Draft/ Guarantee or Irrevocable Letter of Credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.*	
(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Thirty percent (30%)

33.3 Failure of the successful Bidder to comply with the above-mentioned requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security, in which event the Procuring Entity shall have a fresh period to initiate and complete the post qualification of the second Lowest Calculated Bid. The procedure shall be repeated until the LCRB is identified and selected for recommendation of contract award. However if no Bidder passed post-qualification, the BAC shall declare the bidding a failure and conduct a re-bidding with re-advertisement, if necessary.

34. Notice to Proceed

Within seven (7) calendar days from the date of approval of the contract by the appropriate government approving authority, the Procuring Entity shall issue the Notice to Proceed (NTP) together with a copy or copies of the approved contract to the successful Bidder. All notices called for by the terms of the contract shall be effective only at the time of receipt thereof by the successful Bidder.

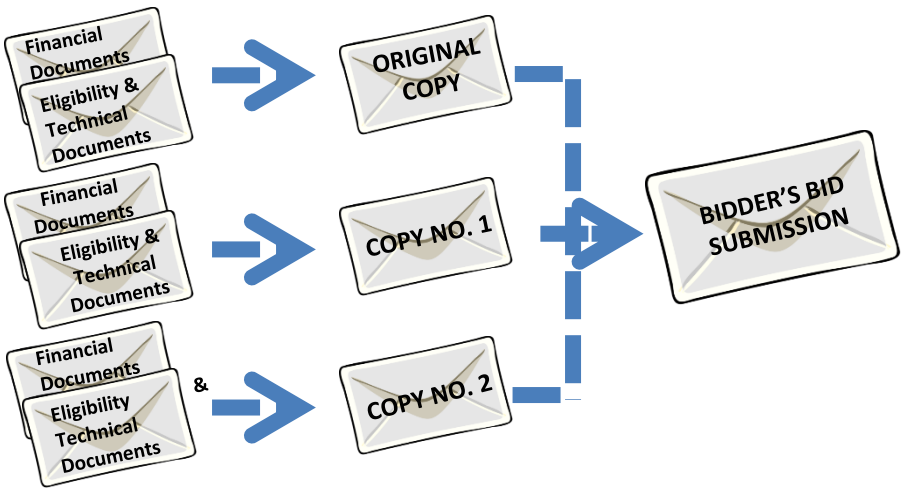
35. Protest Mechanism

Decisions of the procuring entity at any stage of the procurement process may be questioned in accordance with Section 55 of the IRR of RA 9184.

Section III.
Bid Data Sheet (BDS)

Bid Data Sheet (BDS)

ITB Clause	
1.1	The Procuring Entity is the **Department of Environment and Natural Resource (DENR)**
1.2	The name of the Contract is ***RENTAL OF ICT EQUIPMENT*** The identification number is: **IB No. DENR-ROIII-2020-GOODS-01**
2.0	The Funding Source is: The Government of the Philippines (GOP) through the 2020 GAA in the amount of **Pesos: 4,745,190.00.** The name of the project is: **RENTAL OF ICT EQUIPMENT**
3.1	No further instructions.
5.1	No further instructions.
5.2	Foreign bidders, except those falling under ITB Clause 5.2 (b) *Citizens, corporations, or associations of a country, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines*, may not participate in this Project.
5.4	*The Bidder must have completed a single contract of similar nature within the last five (5) years equivalent to at least fifty percent (50%) of the ABC.*
7	No further instructions.
8.1	Subcontracting not allowed.
8.2	Not applicable
9.1	The Procuring Entity will hold a Pre-bid Conference for this Project on **13 November 2020, 10:00 AM at the Conference Room, 2nd Floor, DENR Regional Office III, Diosdado Macapagal Government Center, Barangay Maimpis, City of San Fernando, Pampanga**
10.1	The procuring Entity's address is: **THE CHAIRPERSON** **Bids and Awards Committee** **Department of Environment and Natural Resources (DENR)** **Regional Office III, Diosdado Macapagal Government Center,** **Barangay Maimpis, City of San Fernando, Pampanga** **E-mail Address: denrr3gss@yahoo.com** **Telefax: (045) 455 3455**
12.1 (a)	No further instructions.
12.1 (a)(ii)	Bidder's Statement of Single Largest Completed Contract of similar nature must be within the last five (5) years from date of submission and receipt of bids equivalent to at least fifty (50%) of the total ABC.
13.1	*No additional requirements.*
13.1 (b)	*No further instruction.*
13.1 9 (c)	Completed and signed Financial Bid Form. Bidder must use, accomplish and submit Financial Bid Forms (**Annex VI) and** Detailed Financial Breakdown **(Annex VI-A).** The ABC is inclusive of VAT. Any proposal with a financial component exceeding the ABC shall not be accepted.

<table>
<tr><td></td><td>Further, the sum of bid indicated in the Detailed Financial Breakdown per Annex VI-A must be equal to the signed and submitted Bid Form per Annex VI.</td></tr>
<tr><td>13.2 (a)</td><td>The ABC is ₱ 4,745,190.00 inclusive of VAT. Any bid with a financial exceeding the ABC shall not be accepted.</td></tr>
<tr><td>15.4 (a)(iv)</td><td>No incidental services are required.</td></tr>
<tr><td>15.4 (b)</td><td>Not applicable.</td></tr>
<tr><td>16.1 (b)</td><td>The Bid Prices for Services rendered from outside the Philippines shall be quoted in the Philippine Pesos.</td></tr>
<tr><td>16.3</td><td>Payment shall be made in Philippine Pesos.</td></tr>
<tr><td>17.1</td><td>The bids will be valid for one hundred twenty (120) calendar days from the date of opening of bids.</td></tr>
<tr><td>18.1</td><td>The bid security must be in any of the following forms issued in favor of the DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES (DENR):
<table>
<tr><th>Project ABC (₱)</th><th>Bid Security: Cash, Cashier's/ Manager's Check, Bank Draft / Guarantee, Irrevocable Letter of Credit (2%) (₱)</th><th>Bid Security: Surety Bond (5%) (₱)</th><th>Bid Securing Declaration</th></tr>
<tr><td>4,745,190.00</td><td>94,903.80</td><td>237,259.50</td><td>No required percentage</td></tr>
</table></td></tr>
<tr><td>18.2</td><td>The bid security shall be valid for one hundred twenty (120) calendar days from the date of opening of bids.</td></tr>
<tr><td>20.3</td><td>Each Bidder shall submit ONE (1) original containing eligibility/technical and financial documentary requirements and TWO (2) copies, marked “copy 1” and “copy 2” containing the same requirements. The bidders are advised to make use of table of contents and tabs for easy reference.
Please see illustration below for reference:
 
</td></tr>
<tr><td>20.4</td><td>All envelopes shall:
(a) contain the name of the contract to be bid in capital letters;
(b) bear the name and address of the Bidder in capital letters;
(c) be addressed to the Procuring Entity's BAC in accordance with ITB Clause 1.1;
(d) bear the specific identification of this bidding process indicated in the ITB Clause 1.2; and
(e) bear a warning “DO NOT OPEN BEFORE…” the date and time for the opening of bids, in accordance with ITB Clause 21.</td></tr>
</table>

	TO : **THE BIDS AND AWARDS COMMITTEE** **DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES** FROM : _____ (*Name of Bidder in Capital Letters)* ADDRESS : _____ (Address of Bidder in Capital Letters) PROJECT : **RENTAL OF ICT** BID REF NO: **IB NO. DENR-ROIII-2020-GOODS-01** (In Capital Letters, Indicate the Phrase): "DO NOT OPEN BEFORE: **25 November 2020, 10:00 AM"**
21	The address for submission of bids is ***Department of Environment and Natural Resources, BAC Secretariat Office/Procurement Section, Ground Floor, DENR Regional Office III, Diosdado Macapagal, Government Center, Barangay Maimpis, City of San Fernando, Pampanga*** The deadline for submission of bids : ***25 November 2020, 9:30 AM***
24.1	The place of bid opening is ***Department of Environment and Natural Resources, Conference Room, 2nd Floor, DENR Regional Office III, Diosdado Macapagal, Government Center, Barangay Maimpis, City of San Fernando, Pampanga*** The date and time of bid opening: ***25 November 2020, 10:00 AM***
24.2	*No further instructions.*
24.3	*No further instructions.*
27.1	*No further instructions.*
28.3	Partial bid is not allowed. The goods are grouped in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.
28.4	*No further instructions.*
29.2	**Post Qualification:** Within a non-extendible period of **five (5) calendar days** from receipt by the supplier of the Notice from the BAC that the supplier has the Single/Lowest Calculated Bid (S/LCB), the Supplier shall submit and/or present the following requirements for post qualification: **1. For Eligibility Documents:** A. Present original copy of the following Class "A" eligibility documents: i. Registration certificate from SEC, Department of Trade and Industry (DTI) for sole proprietorship, or CDA for cooperatives; ii. Valid Business/Mayor's permit for CY 2020 issued to bidder by the city or municipality where the principal place of business of the bidder is located or the equivalent document for Exclusive Economic Zones or Areas; iii. Current and valid Tax Clearance per E.O. 398, series of 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR); iv. Audited Financial Statements (AFS) for CY 2019 with stamped "received" by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions dated CY 2019; B. Present original copy of the **Certificate of PhilGEPS Registration (Platinum Membership)**. ***(In case of Joint Venture between local companies, both partners must present/submit the Class "A" eligibility documents. In case of foreign partner, item "1.A.i" is not applicable, but must submit any equivalent document.)*** **2. Present original copy and submit certified true copy of the following:** a) 2019 Annual Income Tax Return and Latest Income Tax Returns per Revenue Regulations 3-2005; *Tax returns filed through the Electronic Filing and Payments System (EFPS). The latest income and business tax returns are those within the last six*

	*months preceding the date of bid submission (including copy of VAT returns and corresponding payments for the last 6 months)***;** b) PO's or Contracts for all Ongoing Contracts as listed per submitted Annex I; ***(In case of Joint Venture between local companies, both partners must present/submit above item a. In case of foreign partner, must present/submit Corporate Financial Statement or Annual Report)*** **3. Submit original copy of the following:** a) Company Profile (per **Annex VIII).** Company printed brochure may be included b) Vicinity map/location of the business ***(In case of Joint Venture, both partners must present/submit items a and b)*** **4. Present original copy of the** End-User's Acceptance or Official Receipt/Sales Invoice relative to Single Largest Completed Contract per submitted Annex I-A. Failure of the supplier, declared as Single/Lowest Calculated Bid (S/LCB), to duly submit the above requirements or a finding against the veracity of such shall be ground for forfeiture of the bid security and disqualify the Supplier for award.
32.4 (f)	*No additional requirements.*

Section IV.
General Conditions of Contract (GCC)

1. Definitions

1.1. In this Contract, the following terms shall be interpreted as indicated:

(a) "The Contract" means the agreement entered into between the Procuring Entity and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

(b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.

(c) "The Goods" means all of the supplies, equipment, machinery, spare parts, other materials and/or general support services which the Supplier is required to provide to the Procuring Entity under the Contract.

(d) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.

(e) "GCC" means the General Conditions of Contract contained in this Section.

(f) "SCC" means the Special Conditions of Contract.

(g) "The Procuring Entity" means the organization purchasing the Goods, as named in the **SCC**.

(h) "The Procuring Entity's country" is the Philippines.

(i) "The Supplier" means the individual contractor, manufacturer distributor, or firm supplying/manufacturing the Goods and Services under this Contract and named in the **SCC**.

(j) The "Funding Source" means the organization named in the **SCC**.

(k) "The Project Site," where applicable, means the place or places named in the **SCC**.

(l) "Day" means calendar day.

(m) The "Effective Date" of the contract will be the date of signing the contract, however the Supplier shall commence performance of its obligations only upon receipt of the Notice to Proceed and copy of the approved contract.

(n) "Verified Report" refers to the report submitted by the Implementing Unit to the HoPE setting forth its findings as to the existence of grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.

2. Corrupt, Fraudulent, Collusive, and Coercive Practices

2.1 Unless otherwise provided in the **SCC**, the Procuring Entity as well as the bidders, contractors, or suppliers shall observe the highest standard of ethics during the procurement and execution of this Contract. In pursuance of this policy, the Procuring Entity:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position

in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the Government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019.

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.

(iii) "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.

(iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;

(v) "obstructive practice" is

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or

(bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.

(b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.

2.2 Further the Funding Source, Borrower or Procuring Entity, as appropriate, will seek to impose the maximum civil, administrative and/or criminal penalties available under the applicable law on individuals and organizations deemed to be involved with any of the practices mentioned in GCC Clause 2.1 (a).

3. Inspection and Audit by the Funding Source

The Supplier shall permit the Funding Source to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Funding Source, if so required by the Funding Source.

4. Governing Law and Language

4.1 This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines.

4.2 This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All correspondence and other documents pertaining to this Contract exchanged by the parties shall be written in English.

5. Notices

1.1 Any notice, request, or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request, or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the **SCC**, which shall be effective when delivered and duly received or on the notice's effective date, whichever is later.

1.2 A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the **SCC** for GCC Clause 1.1.

6. Scope of Contract

6.1 The Goods and Related Services to be provided shall be as specified in Section VI. Schedule of Requirements.

6.2 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. Any additional requirements for the completion of this Contract shall be provided in the **SCC**.

7. Subcontracting

7.1 Subcontracting of any portion of the Goods, if allowed in the BDS, does not relieve the Supplier of any liability or obligation under this 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.

7.2 If subcontracting is allowed, the Supplier may identify its subcontractor during contract implementation. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract. In either case, subcontractors must submit the documentary requirements under ITB Clause 12 and comply with the eligibility criteria specified in the BDS. In the event that any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Goods shall be disallowed.

8. Procuring Entity's Responsibilities

8.1 Whenever the performance of the obligations in this Contract requires that the Supplier obtain permits, approvals, import, and other licenses from local public authorities, the Procuring Entity shall, if so needed by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.

8.2 The Procuring Entity shall pay all costs involved in the performance of its responsibilities in accordance with GCC Clause **6**.

9. Prices

9.1 For the given scope of work in this Contract as awarded, all bid prices are considered fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances and upon prior approval of the GPPB in accordance with Section 61 of R.A. 9184 and its IRR or except as provided in this Clause.

9.2 Prices charged by the Supplier for Goods delivered and/or services performed under this Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any change in price resulting from a Change Order issued in accordance with GCC Clause 29.

10. Payment

10.1 Payments shall be made only upon a certification by the HoPE to the effect that the Goods have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted. Except with the prior approval of the President no payment shall be made for services not yet rendered or for supplies and materials not yet delivered under this Contract. Ten percent (10%) of the amount of each payment shall be retained by the Procuring Entity to cover the Supplier's warranty obligations under this Contract as described in GCC Clause 17.

10.2 The Supplier's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and/or Services performed, and by documents submitted pursuant to the SCC provision for GCC Clause 6.2, and upon fulfillment of other obligations stipulated in this Contract.

10.3 Pursuant to GCC Clause 10.2, payments shall be made promptly by the Procuring Entity, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier. Payments shall be in accordance with the schedule stated in the SCC.

10.4 Unless otherwise provided in the SCC, the currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.

10.5 Unless otherwise provided in the SCC, payments using Letter of Credit (LC), in accordance with the Guidelines issued by the GPPB, is allowed. For this purpose, the amount of provisional sum is indicated in the SCC. All charges for the opening of the LC and/or incidental expenses thereto shall be for the account of the Supplier.

11. Advance Payment and Terms of Payment

11.1 Advance payment shall be made only after prior approval of the President, and shall not exceed fifteen percent (15%) of the Contract amount, unless otherwise directed by the President or in cases allowed under Annex "D" of RA 9184.

11.2 All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.

11.3 For Goods supplied from abroad, unless otherwise indicated in the SCC, the terms of payment shall be as follows:

(a) On Contract Signature: Fifteen Percent (15%) of the Contract Price shall be paid within sixty (60) days from signing of the Contract and upon submission of a claim and a bank guarantee for the equivalent amount valid until the Goods are delivered and in the form provided in Section VIII. Bidding Forms.

(b) On Delivery: Sixty-five percent (65%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the **SCC** provision on Delivery and Documents.

(c) On Acceptance: The remaining twenty percent (20%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the Procuring Entity's authorized representative. In the event that no inspection or acceptance certificate is issued by the Procuring Entity's authorized representative within forty five (45) days of the date shown on the delivery receipt, the Supplier shall have the right to claim payment of the remaining twenty percent (20%) subject to the Procuring Entity's own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the **SCC** provision on Delivery and Documents.

12. Taxes and Duties

The Supplier, whether local or foreign, shall be entirely responsible for all the necessary taxes, stamp duties, license fees, and other such levies imposed for the completion of this Contract.

13. Performance Security

13.1 Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any the forms prescribed in the ITB Clause 33.2.

13.2 The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the winning bidder is in default in any of its obligations under the contract.

13.3 The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.

13.4 The performance security may be released by the Procuring Entity and returned to the Supplier after the issuance of the Certificate of Final Acceptance subject to the following conditions:

(a) There are no pending claims against the Supplier or the surety company filed by the Procuring Entity;

(b) The Supplier has no pending claims for labor and materials filed against it; and

(c) Other terms specified in the **SCC**.

13.5 In case of a reduction of the contract value, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

14. Use of Contract Documents and Information

14.1 The Supplier shall not, except for purposes of performing the obligations in this Contract, without the Procuring Entity's prior written consent, disclose this Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

14.2 Any document, other than this Contract itself, enumerated in GCC Clause 14.1 shall remain the property of the Procuring Entity and shall be returned (all copies) to the Procuring Entity on completion of the Supplier's performance under this Contract if so required by the Procuring Entity.

15. Standards

The Goods provided under this Contract shall conform to the standards mentioned in the Section VII. Technical Specifications; and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the institution concerned.

16. Inspection and Tests

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

16.2 If applicable, the inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity. The Supplier shall provide the Procuring Entity with results of such inspections and tests.

16.3 The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in this Clause provided that the Procuring Entity shall bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

16.4 The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to GCC Clause **5**.

16.5 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, shall release the Supplier from any warranties or other obligations under this Contract.

17. Warranty

17.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in

design and materials, except when the technical specifications required by the Procuring Entity provides otherwise.

17.2 The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

17.3 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier for a minimum period specified in the **SCC**. The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to at least one percent (1%) of every progress payment, or a special bank guarantee equivalent to at least one percent (1%) of the total Contract Price or other such amount if so specified in the **SCC**. The said amounts shall only be released after the lapse of the warranty period specified in the **SCC;** provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.

17.4 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, within the period specified in the **SCC** and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Procuring Entity.

17.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in GCC Clause 17.4, the Procuring Entity may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract and under the applicable law.

18. Delays in the Supplier's Performance

18.1 Delivery of the Goods and/or performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in Section VI. Schedule of Requirements.

18.2 If at any time during the performance of this Contract, the Supplier or its Subcontractor(s) should encounter conditions impeding timely delivery of the Goods and/or performance of Services, the Supplier shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, and upon causes provided for under GCC Clause 22, the Procuring Entity shall evaluate the situation and may extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of Contract.

18.3 Except as provided under GCC Clause 22, a delay by the Supplier in the performance of its obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 19, unless an extension of time is agreed upon pursuant to GCC Clause 29 without the application of liquidated damages.

19. Liquidated Damages

Subject to GCC Clauses 18 and 22, if the Supplier fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the Procuring Entity shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. The maximum deduction shall be ten percent (10%) of the amount of contract. Once the maximum is reached,

the Procuring Entity may rescind or terminate the Contract pursuant to GCC Clause 23, without prejudice to other courses of action and remedies open to it.

20. Settlement of Disputes

20.1 If any dispute or difference of any kind whatsoever shall arise between the Procuring Entity and the Supplier in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

20.2 If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

20.3 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under this Contract.

20.4 In the case of a dispute between the Procuring Entity and the Supplier, the dispute shall be resolved in accordance with Republic Act 9285 ("R.A. 9285"), otherwise known as the "Alternative Dispute Resolution Act of 2004."

20.5 Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Procuring Entity shall pay the Supplier any monies due the Supplier.

21. Liability of the Supplier

21.1 The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines, subject to additional provisions, if any, set forth in the **SCC**.

21.2 Except in cases of criminal negligence or willful misconduct, and in the case of infringement of patent rights, if applicable, the aggregate liability of the Supplier to the Procuring Entity shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

22. Force Majeure

22.1 The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the Supplier's delay in performance or other failure to perform its obligations under the Contract is the result of a *force majeure*.

22.2 For purposes of this Contract the terms "force majeure" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or force majeure shall be interpreted to mean an event which the Supplier could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Supplier. Such events may include, but not limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

22.3 If a force majeure situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by

the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure.

23. Termination for Default

23.1 The Procuring Entity shall terminate this Contract for default when any of the following conditions attends its implementation:

(a) Outside of *force majeure*, the Supplier fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contact price;

(b) As a result of *force majeure*, the Supplier is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days after receipt of the notice from the Procuring Entity stating that the circumstance of force majeure is deemed to have ceased; or

(c) The Supplier fails to perform any other obligation under the Contract.

23.2 In the event the Procuring Entity terminates this Contract in whole or in part, for any of the reasons provided under GCC Clauses 23 to 26, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Entity for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of this Contract to the extent not terminated.

23.3 In case the delay in the delivery of the Goods and/or performance of the Services exceeds a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the Supplier, the Procuring Entity may terminate this Contract, forfeit the Supplier's performance security and award the same to a qualified Supplier.

24. Termination for Insolvency

The Procuring Entity shall terminate this Contract if the Supplier is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Supplier.

25. Termination for Convenience

25.1 The Procuring Entity may terminate this Contract, in whole or in part, at any time for its convenience. The HoPE may terminate a contract for the convenience of the Government if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and national government policies.

25.2 The Goods that have been delivered and/or performed or are ready for delivery or performance within thirty (30) calendar days after the Supplier's receipt of Notice to

Terminate shall be accepted by the Procuring Entity at the contract terms and prices. For Goods not yet performed and/or ready for delivery, the Procuring Entity may elect:

(a) to have any portion delivered and/or performed and paid at the contract terms and prices; and/or

(b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed and/or performed goods and for materials and parts previously procured by the Supplier.

25.3 If the Supplier suffers loss in its initial performance of the terminated contract, such as purchase of raw materials for goods specially manufactured for the Procuring Entity which cannot be sold in open market, it shall be allowed to recover partially from this Contract, on a quantum merit basis. Before recovery may be made, the fact of loss must be established under oath by the Supplier to the satisfaction of the Procuring Entity before recovery may be made.

26. Termination for Unlawful Acts

26.1 The Procuring Entity may terminate this Contract in case it is determined *prima facie* that the Supplier has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:

(a) Corrupt, fraudulent, and coercive practices as defined in ITB Clause (a)3**(a)**;

(b) Drawing up or using forged documents;

(c) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and

(d) Any other act analogous to the foregoing.

27. Procedures for Termination of Contracts

27.1 The following provisions shall govern the procedures for termination of this Contract:

(a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;

(b) Upon recommendation by the Implementing Unit, the HoPE shall terminate this Contract only by a written notice to the Supplier conveying the termination of this Contract. The notice shall state:

(i) that this Contract is being terminated for any of the ground(s) afore-mentioned, and a statement of the acts that constitute the ground(s) constituting the same;

(ii) the extent of termination, whether in whole or in part;

(iii) an instruction to the Supplier to show cause as to why this Contract should not be terminated; and

(iv) special instructions of the Procuring Entity, if any.

(c) The Notice to Terminate shall be accompanied by a copy of the Verified Report;

(d) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the HoPE a verified position paper stating why this Contract should not be terminated. If the Supplier fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the HoPE shall issue an order terminating this Contract;

(e) The Procuring Entity may, at any time before receipt of the Supplier's verified position paper described in item (d) above withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Supplier's receipt of the notice;

(f) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the HoPE shall decide whether or not to terminate this Contract. It shall serve a written notice to the Supplier of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Supplier of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate;

(g) The HoPE may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the HoPE; and

(h) The Supplier must serve a written notice to the Procuring Entity of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The Contract is deemed terminated if it is not resumed in thirty (30) calendar days after the receipt of such notice by the Procuring Entity.

28. Assignment of Rights

The Supplier shall not assign his rights or obligations under this Contract, in whole or in part, except with the Procuring Entity's prior written consent.

29. Contract Amendment

Subject to applicable laws, no variation in or modification of the terms of this Contract shall be made except by written amendment signed by the parties.

30. Application

These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of this Contract.

Section V.
Special Conditions of Contract (SCC)

Special Conditions of Contract (SCC)

GCC Clause	
1.1 (g)	The Procuring Entity is ***DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES (DENR)***
1.1 (i)	Authorized Philippine Suppliers/Distributors/Dealers for the **RENTAL OF ICT EQUIPMENT**
1.1 (j)	The Funding Source is the **Department of Environment and Natural Resources (DENR)** per Fund 101 GAA 2020 and/or continuing appropriations in the amount of Pesos: **Php4,745,190.00**
1.1 (k)	The Project Sites: Department of Environment and Natural Resources (DENR) Regional Office III Diosdado Macapagal Government Center Barangay Maimpis City of San Fernando, Pampanga
2.1	No further instructions.
5.1	The Procuring Entity's addressee, address and contact person for Notices is: **ARTURO E. FADRIQUELA** ARD for Management Services Department of Environment and Natural Resources, Regional Office III
6.2	**Delivery** • Delivery of Services shall be made by the Service Provider in accordance with the terms specified in Section VI. Schedule of Requirements. **Incidental Services** • The Training Provider is required to provide all of the services, including additional services, if any, specified in Section VI. Schedule of Requirements: • The Contract price for the Services shall include the prices charged by the Service Provider for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
10.4	The currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.
10.5	Payment using Letter of Credit is not allowed.
11.3	Maintain the GCC Clause.
13.4 (c)	No further instructions.
16.1	Applicable inspection and testing shall be conducted as specified in the Terms of Reference.
17.3	Not applicable. *(Note: GPPB NPM 064-2013 dated 27 June 2013 clarifies that requirement for the **posting of warranty security** under Section 62.1 of the IRR of RA 9184 applies only in the case of contracts involving expendable and non-expendable supplies, GCC Clause 17 of the PBDs for the Procurement of Goods **does not apply in cases of contracts solely for performance of general support services.**)*
17.4	The period for correction of defects in the warranty period is within ten (10) calendar days after receipt of Notice of Defects.
21.1	All partners entering into a joint venture agreement shall be jointly and severally liable to the DENR as the Procuring Entity."

Section VI.
Schedule of Requirements

PLEASE USE THIS BID FORM. DO NOT RETYPE OR ALTER

Instruction to Bidders: ***Please fill up the form accordingly and sign the Bidder's Undertaking. Failure to conform will result in a rating of "FAILED".***

I. TERMS OF REFERENCE

I. Background

The Terms of Reference (TOR) was prepared in preparation for the procurement and supply of ICT equipment for official use of the Department of Environment and Natural Resources, Regional Office III and to support alternative work arrangement and shift to virtual platform under 'New Normal'. The mode to be adopted will be rental basis.

II. Duration

The rental of the ICT Equipment will cover a total of two months. Term of rental is every 15 days of each month from December, 2020 up to January, 2021. Thereafter the said ICT equipment shall be transferred to DENR Regional Office III.

III. Requirements for Quotation

The Department of Environment and Natural Resources, Regional Office III requires the following ICT equipment:

ITEM NO.	DESCRIPTION	QUANTITY	UNIT
1	Desktop Computer	25	sets
2	Laptop	39	units
3	Aerial Drone Camera	3	unit
4	Printer	3	units
5	DSLR Camera	1	unit
6	Tablet	13	units
7	Smart Phone	2	units
8	Projector	2	units
9	Aerial Drone Camera Battery	4	units

IV. Specification and Setting Requirements

RPAO

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT
1	Desktop Computer	1	unit
	Specifications:		
	Processor: Intel I7 (8th Generation)		
	Memory: 16GB DDR4, upgrdable to 32GB 2x Memory Slots		
	Storage/Hard Disk: 1TB SSD		
	Motherboard		
	Graphics/Video Processor: 4GB Dedicate d Graphics		
	Operating System: Windows 10 Professional 64-bit		
	Mouse & Keyboard Combo		
	Monitor: LED Monitor 24"		
	UPS 625va		
	Casing w/ Power Supply		
2	Laptop Computer	1	unit
	Specifications:		
	Processor: Intel i7 (9th Generation)		
	RAM: 8GB, upgradable to 32GB		
	VRAM: 6GB DDR6		
	Storage: 1TB SSD		
	Front Camera: 720p		
	15.6 Full HD 1920 x 1080		
	Gigabit Ethernet 10/100/1000		
	Wireless LAN 802.11 AC		
	Bluetooth		
3	Aerial Drone Camera (Sensor: 1" CMOS	1	unit
	Effective Pixels: 20 million; Lens: FOV: about		
	77˚, 35mm Format Equivalent: 28mm		
	Aperture: f/2.8-f/11, Shooting Range: 1m to ∞;		
	ISO Range: Video: 100-6400; Photo: 100-3200		
	(auto), 100-12800 (manual); Video resolution:		
	4k: 3840 x 2160 24/25/30p, 2.7K: 2688 x 1512		
	24/25/30/48/50/60p		
	FHD: 1920x1080 24/25/30/48/50/60/120p)		
4	Multi Function Inkjet Printer	1	unit
	Print, Copy, Scan, Network, Auto Duplex;		
	35ppm (Mono), 25ppm (Colored);		
	9,600 x 600 DPI Resolution; A3 Maximum Paper Size		
5	DSLR Camera w/ 18-55mm Kit Lens	1	unit

ARD MS

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT
1	Tablet	1	unit
	Specifications:		
	Display Size: Atleast 10"		
	RAM: atleast 4GB (A12Z / Qualcomm SM8250 Snapdragon 865+)		
	Internal Storage: 128GB		
	Rear Camera: atleast 12MP		
	Front Camera: atleast 5MP		
	Battery: atleast 7,000mah, Fast Charging		
2	Smartphone	1	unit
	Specifications		
	Display Size: Atleast 6.5"		
	RAM: Atleast 6GB		
	Internal Storage: Atleast 128GB		
	Rear Camera: Atlast 64MP		
	Front Camera: Atleast 32MP		
	Battery: Atleast 7,000MAH		
3	Smartphone	1	unit
	Dual Sim, 3G, 4G, VoLTE, Wi-Fi. Octa Core, 2.73 GHz Processor. 8 GB RAM, 256 GB inbuilt. 4000 mAh Battery with Fast Charging. 6.7 inches, 1440 x 3040 px Display. 108 MP Quad Rear & 12 MP + 8 MP Dual Front Camera. Memory Card Supported, upto 512 GB. Android v9.0 (Pie)		

ADMINISTRATIVE DIVISION

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT
1	Desktop Computer	6	units
	Specifications:		
	Processor: Intel I7 (8th Generation)		
	RAM: 16GB DDR4, upgradable to 32GB 2x Memory Slots		
	Storage/Hard Disk: 256 M.2 SSD + 1TB SATA3 7200RPM		
	Motherboard		
	Graphics/Video Processor: 4GB Dedicated Graphics		
	Operating System: Windows 10 Professional 64-bit		
	Mouse & Keyboard Combo		
	Monitor: LED Monitor 24"		
	UPS 625va		
	Casing w/ Power Supply		
2	Laptop Computer	3	units
	Specifications:		
	Processor: Intel i5 (Latest Generation)		
	Display: 15.6" FHD (1920 x 1080)		
	RAM: 8GB DDR4		
	Video Card: 2GB		
	OS: Windows 10 Home		
	Storage: 256GB SSD + 1TB HDD		
3	Projector Heavy Duty HD with White Screen	1	unit
	White & Color Brightness at 3,600lm		
	WXGA Resolution		

	High Contrast ratio 15,000:1		
	Horizontal Keystone Slider		
	10,000 hours lamp life		
	HDMI: 1 (MHL supported)		
	2 RCA (White/Red): 1		
	60" Screen 1.68 - 2.02m		

LEGAL DIVISION

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT
1	Desktop Computer (Monitor w/ Built-in CPU)	4	units
	Specifications:		
	Processor: Intel i5 (7th Generation)		
	RAM: 4GB DDR4		
	Storage: 1TB HDD		
	Motherboard		
	Monitor: Full HD 21.5" 1920 x 1080		
	LED Display (Non-Touch)		
	VRAM: Nvidia GeForce 930MX 2GB GDDR3		
	802.11 WiFi + BT		
	Webcam		
	Card Reader, HDMI Port		
	USB 3.0 Port		
	OS: Windows 10 64-bit		
2	Laptop Computer	3	units
	Specifications:		
	Processor: Intel i5 (10th Generation)		
	Display: 15.6 FHD 1920 x 1080 Resolution		
	RAM: 4GB DDR4 (upgradable up to 20GB)		
	Video Card: 2GB		
	OS: Windows 10 64-bit		
	Storage: 256 NVMe SSD + 1TB HDD		
3	Desktop Computer	1	unit
	Specifications:		
	Processor: Intel i7 (8th Generation)		
	RAM: 8GB DDR4		
	Storage: 1TB HDD + 128GB SSD		
	Motherboard		
	Monitor: FHD Monitor 27" 1920 x 1080 Display		
	VRAM: Nvidia GF MX 150 2GB GDDR5		
	802.11AC WiFi + Bluetooth		
	OS: Windows 10 64-bit		
	Keyboard & Mouse Combo		

FINANCE DIVISION

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT
1	Desktop Computer	5	units
	Specifications:		
	Processor: Intel I7 8700 (10th Generation)		
	RAM: 16GB DDR4, upgradable to 32GB 2x Memory Slots		
	Storage/Hard Disk: 256 M.2 SSD + 1TB SATA3 7200RPM		
	Motherboard		

	Graphics/Video Card: 4GB Dedicated Graphics		
	Operating System: Windows 10 Professional 64-bit		
	Mouse & Keyboard Combo		
	Monitor: LED Monitor 24"		
	UPS 625va		
	Casing w/ Power Supply		
2	Laptop Computer	1	unit
	Specifications:		
	Processor: Intel i5 (10th Generation)		
	Display: 15.6 FHD 1920 x 1080 Resolution		
	RAM: 4GB DDR4 (upgradable up to 20GB)		
	Video Card: 2GB		
	OS: Windows 10 64-bit		
	Storage: 256 NVMe SSD + 1TB HDD		

PMD

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT
1	Laptop Computer	5	units
	Specifications:		
	Processor: i5 (8th Generation)		
	OS: Windows 10 Home		
	RAM: 4GB DDR4 2400MHz SDRAM Onboard Memory, 1 x 50-DIMM socket for expansion		
	Display: 15.6" FHD (1920 x 1080)		
	VRAM: 2GB GDDR5		
	Storage: 256GB SATA 3.0 M.2 SSD + 1TB HDD 5400rpm		
	HD Webcam		
	Integrated WiFi 5 (802.11ac)		
	Bluetooth 4.1		
2	Laptop Computer	1	unit
	Specifications:		
	Processor: AMD Ryzen 5 (3rd Generation)		
	OS: Windows 10 Home		
	RAM: 8GB DDR4 2400MHz SDRAM		
	Display: 15.6" FHD (1920 x 1080)		
	VRAM: Nvidia GeForce GTX 1650, w/ 4GB GDDR5		
	Storage: 256GB PCIe Gen3 SSD + 1TB HDD 5400rpm		
	HD Webcam		
	Integrated Wifi (802.11 ac) Bluetooth 5.0		
3	Wireless Portable Printer	1	unit
	Printing Technology: 4-color (CMYK) drop-on-demand MicroPiezo® inkjet technology Maximum Print Resolution: 5760 x 1440 optimized dpi ISO Print Speed: AC Power Black: 6.7 ISO ppm† Color: 3.8 ISO ppm† Battery power Black: 3.5 ISO ppm† Color: 2.0 ISO ppm† Minimum Ink Droplet Size: 3 droplet sizes, as small as 3 picoliters		

	Photo Print Speed: 4" x 6" borderless photo in as fast as 77 sec (max.)‡		
4	LCD Projector	1	unit
	White & Color Brightness at 3,600lm		
	WXGA Resolution		
	High Contrast ratio 15,000:1		
	Horizontal Keystone Slider		
	10,000 hours lamp life		
	HDMI: 1 (MHL supported)		
	2 RCA (White/Red): 1		
	60" Screen 1.68 - 2.02m		
5	Tablet	6	units
	Atleast 10" diagonal LED backlit Multi-Touch Display with IPS Technology		
	Atleast 8MP Rear Camera, 1.2MP Front Camera		
	f/2.4 aperture		
	Stereo Speakers		
	Dual microphiones for calls, video recording and audio recording		
	Wifi 802.11a/b/g/n/ac, dual band 2.4Ghz and 5Ghz HT80 with MIMO		
	Bluetooth 4.2 technology		
	A12 Bionic Chip with 64 Bit Architecture / Octa-Core Processor		
6	All in One Printer	1	unit
	128 X 3 nozzles Black, 128 nozzles, each colour (Cyan, Magenta, Yellow) 5760 x 1440 dpi (with Variable-Sized Droplet Technology) 360 x 360 dpi. 2 pl. 1200 dpi x 2400 dpi. 216 x 297mm (8.5 x 11.7") 1.1 msec/line, 3.0 msec/line. 1.9 msec/line, 5.8 msec/line.		

ENFORCEMENT DIVISION

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT
1	Laptop Computer	2	units
	Specifications:		
	Intel i7 (10th Generation)		
	RAM: 16GB DDR4, upgradable to 32GB		
	Two (2) Memory Slots		
	Front Camera: 720p		
	15.6 Full HD 1920 x 1080		
	2GB NVIDIA GeForce MX230 GDDR5		
	Gigabit Ethernet 10/100/1000		
	Wireless LAN 802.11 AC		
	Bluetooth		
2	Tablet	1	unit
	Specifications:		
	Internal Storage: Atleast 128GB		
	Display: Atleast 7.9" (Diagonal) LED Backlit Multi Touch Display		

	RAM: Atleast 4GB (A12 Bionic Chip/ Qualcomm Snapdragon 855)		
	Rear Camera: Atleast 8MP		
	Front Camera: Atleast 4MP		
	Battery: Atleast 5,000mah		
3	Laptop Computer (Netbook)	1	unit
	Specifications:		
	Display: 14", 1920 x 1080		
	Processor: AMD Ryzen 5 (4th Generation)		
	RAM: 16GB DDR4		
	Graphics Card: AMD Radeon graphics		
	Camera: 1MP (720P HD)		
	Storage: 512GB PCIe NVME SSD		

LPDD

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT
1	Laptop Computer	5	units
	Specifications:		
	Processor: Intel Core i5 (Latest Generation)		
	RAM: 4GB DDR4 (upgradable up to 20GB)		
	Storage: 256GB SSD + 1TB HDD SATA		
	Display: Atleast 15.6" FHD 1920 x 1080 Resolution		
	Video Card: NVIDIA GeForce MX230 w/ 2GB GDDR5 VRAM		

CDD

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT
1	Desktop Computer	6	units
	Specifications:		
	Processor: Intel i5 (Latest Generation)		
	RAM: 8GB RAM		
	Storage: 256GB SSD + 1TB HDD		
	Motherboard		
	DVD Writer		
	Monitor: 21.5 LED Monitor		
	OS: Windows 10 64-bit		
	UPS 625va		
	Casing w/ Power Supply		
2	Laptop Computer	12	units
	Specifications:		
	Display: 15.6" FHD LED		
	Processor: Intel i7 (Latest Gen)		
	Graphics: 4GB DDR5 AMD Radeon 530		
	RAM: 8GB DDR4 2400MHz		
	Ports: Type C, 3.5mm audio, microSD, 3 USB, HDMI, RJ 45 LAN		
	Wireless: 802.11ac		
	Storage: 2TB 5400rpm SATA		
3	Tablet	5	units
	Specifications:		
	Internal Storage: Atleast 256GB		
	Display: Atleast 7.9" (Diagonal) LED Backlit Multi Touch Display		

	RAM: Atleast 3GB (A12 Bionic Chip/ Qualcomm Snapdragon 855)		
	Rear Camera: Atleast 8MP		
	Front Camera: Atleast 4MP		
	Battery: Atleast 5,000mah		
4	Projector	1	unit
	Specifications:		
	3LCD Technology, RGB Liquid Crystal shutter		
	2,200A Lumen - 1,500A LumenA (Economy)		
	In accordance w/ IDMS15.4		
	2,200A Lumen - 1,500A LumenA (Economy)		
	In accordance w/ ISO 21118:2012		
	Full HD 1080p x 1080, 16:9		
	Clinch audio in, MHL, Stereo mini jack audio out, Composite in, HDMI in (2x), VGA in, USB 2.0 Type Mini-B, USB 2.0 Type A, Wifi Direct		

NGP

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT
1	Desktop Computer	2	unit
	Specifications:		
	Processor: Intel i5 (Latest Generation)		
	RAM: 8GB		
	Storage: 256 SSD + 1TB HDD		
	Motherboard		
	DVD Writer		
	Monitor: 21.5 LED Monitor		
	OS: Windows 10 64-bit		
	UPS 625va		
	Casing w/ Power Supply		
2	Laptop Computer	2	unit
	Specifications:		
	Display: 15.6" FHD LED		
	Processor: Intel i7 (Latest Generation)		
	VRAM: 4GB DDR5 AMD Radeon 530		
	Storage: 2TB SATA HDD 5400rpm		
	RAM: 8GB DDR4 2400MHz		
	Ports: Type C, 3.5mm audio, micro SD, 3 USB, HDM, RJ45 LAN		
	WAN: 802.11ac		

FMP

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT
1	Laptop Computer	3	units
	Specifications:		
	Display: 15.6" Full HD IPS		
	Processor: AMD Ryzen 7 (2nd Generation)		
	VRAM: AMD Radeon RX 560X 4GB GDDR5		
	Storage: 128GB SSD + 1TB HDD		
	WAN: 802.11 a/b/g/n/ac		
	Bluetooth 5.0, LAN, Gigabit Ethernet		

Manila Bay

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT
1	Aerial Drone Camera	2	units
	Specifications:		
	Hassleblad 20MP/UHD 4K Gimbal Camera		
	1" CMOS + f/2.8-f/11 Adjustable Aperture		
	Smart Controller included		
	10-bit Dlog-M + 10-bit HDR Video		
	OcuSync 2.0 Transmission Technology		
	Upto 31 Minutes Flight Time		
	Omnidirectional Obstacle Sensing		
	Hyperlapse Time-Lapse Mode		
	Top Speed of 44.7mph		
	Enhanced HDR Photos with 14EV		
2	Aerial Drone Camera Intellegent Flight Battery	4	units
	3850mAh/59.29Wh Capacity		
	Provides upto 31mins of flight time		
	Four-cell, High-Capacity LiPo Battery		

V. Manuals and Documents

Each unit shall include the following:

1. Operating and maintenance manual in English
2. Disk containing installer applications and utilities

VI. Submittals

The following shall be included in the Technical Submittal

- The Supplier shall submit the certificate attesting or authorizing or reseller of Laptop and Desktop Computers to supply and provide warranty of the Laptop and Desktop Computers to be delivered. The Certificate should be in a form of Authorize Dealership.

- The Bidder / Supplier shall submit and must have Brand or Product manufacturer local parts center / service hub depot in the Philippines by Manufacturer.

VII. Other Consideration

- The Bidder / Supplier must have local store of ICT equipment in the province of Pampanga.

- The Bidder / Supplier must delivered all ICT equipment within ten (10) days after receiving the Notice of Award / Notice to Proceed.

- Warranty period of one (1) year for laptop & desktop computer parts shall commence on the date delivered.

- All ICT equipment that becomes defective or have failed or malfunctioned within seven (7) days of date delivered must replace as a whole unit.

- Warranty and maintenance support for the duration of the lease period shall be provided with adequate supply of parts which must be readily available on short notice.

- In case a unit malfunctioned, maintenance support services must be immediately available upon official request by the DENR Regional Office III.

- The Contractor shall provide adequate time to conduct orientation including trainings on the User's Manual to facilitate smooth operation for the ICT equipment.

- DENR R-III reserves the right not to accept any equipment which does not comply with the prescribed technical specifications and setting requirements under item IV of the Terms of Reference (TOR).

VIII. Approved Budget for the Contract (ABC)

The procurement of the aforementioned ICT equipment has an approved budget of **PhP 4,745,190.00** inclusive of taxes.

IX. Payment

The contractor must issue a billing statement every 15 days of each month. Payment shall be made after a week upon receipt of the billing statement and shall be subjected to 7% withholding tax.

X. Termination of the Contract

The ICT equipment shall be transferred to the DENR R-III upon termination of the contract.

Prepared by:

(Sgd.)LORENZO C. VISDA, JR.
Member, TWG

(Sgd.)IVY M. TORRES
Member, TWG

(Sgd.)KARL KEVIN D. TALLORIN
Member, TWG

(Sgd.)ARNOLFO T. VALIENTE
Head, TWG

Recommending Approval:

(Sgd.)ARTURO E. FADRIQUELA
ARD for Management Services

Approved by:

(Sgd.)ENGR. PAQUITO T. MORENO, JR., CESO III
Regional Executive Director

II. OTHER REQUIREMENTS

1. Bidder has no overdue deliveries or unperformed services intended for DENR.
2. Bidder did not participate as a consultant in the preparation of the design or technical specification of the GOODS subject of the bid.

BIDDER'S UNDERTAKING

I/We, the undersigned bidder, having examined the Bidding Documents including Bid Bulletins, as applicable, hereby BID to (supply/deliver/perform/comply) the above Terms of Reference

I/We undertake, if our bid is accepted, to deliver the goods/services in accordance with the terms and conditions contained in the bid documents, including the posting of the required performance security within ten (10) calendar days from receipt of the Notice of Award.

Until a formal contract/order confirmation is prepared and signed, this Bid is binding on us.

_____

Name of Company (in print)

_____

Signature of Company Authorized Representative

_____

Name & Designation (in print)

_____

Date

Section VII.
Technical Specifications

PLEASE USE THIS BID FORM. DO NOT RETYPE OR ALTER

Technical Specifications

Instruction to Bidders: ***Please fill up the form accordingly and sign the Bidder's Undertaking. DO NOT LEAVE ANY BLANK. A "Yes" or "No" entry will not be accepted. Failure to conform will result in a rating of "FAILED".***

PROJECT REQUIREMENTS:

Project Requirements	Bidder's Statement of Compliance*
RENTAL OF ICT EQUIPMENT per TERMS OF REFERENCE	

I hereby certify to comply with the above Technical Specifications.

Name of Company (in print)

_____

Signature of Company Authorized Representative

_____

Name & Designation (in print)

_____

Date

**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 Bidders 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 provisions of ITB a(ii) and/or GCC Clause (iii).*

Section VIII.
BIDDING FORMS

Annex I

(Bidder's Company Letterhead)

RENTAL OF ICT EQUIPMENT

Statement of All Ongoing Government and Private Contracts, including contracts awarded but not yet started, if any, within the Last Five (5) Years

NAME OF CLIENT	NAME OF THE CONTRACT	DATE AND STATUS OF THE CONTRACT	KINDS OF GOODS	AMOUNT OF CONTRACT	VALUE OF OUTSTANDING CONTRACTS	DATE OF DELIVERY	PURCHASE ORDER NUMBER/S OR DATE OF CONTRACT/S

CERTIFIED CORRECT:

_____
Name & Signature of Authorized Representative

_____
Position

_____
Date

Annex I-A

(Bidder's Company Letterhead)

RENTAL OF ICT EQUIPMENT

Statement of Single Largest Completed Contract/s of Similar Nature within the Last Five (5) Years from date of submission and receipt of bids

Single completed contract of similar nature amounting to at least fifty percent (50%) of the ABC;

NAME OF CLIENT	NAME OF THE CONTRACT	DATE OF THE CONTRACT	KINDS OF GOODS	AMOUNT OF CONTRACT	DATE OF DELIVERY	SALES INVOICE/OFFICIAL RECEIPT NO. & DATE OR END USER'S ACCEPTANCE DATE (Please attach)

CERTIFIED CORRECT:

_____
Name & Signature of Authorized Representative

_____
Position

_____
Date

Annex II

(Bidder's Company Letterhead)

RENTAL OF ICT EQUIPMENT

CERTIFICATE OF NET FINANCIAL CONTRACTING CAPACITY
(Please show figures at how you arrived at the NFCC)

This is to certify that our **Net Financial Contracting Capacity (NFCC**) is **Philippine Pesos _____(P_____)** which is at least equal to the total ceiling price we are bidding. The amount is computed as follows:

CA	**=**	Current Assets	₱
LESS			-
CL	**=**	Current Liabilities	₱
		Sub-total 1	₱
			X 15
		Sub-total 2	₱
LESS			-
C	**=**	Value of all outstanding or uncompleted portions of the project under on-going contracts, including awarded contracts yet to be started coinciding with the contract for this Project	₱
NET FINANCIAL CONTRACTING CAPACITY			**₱**

Issued this _____day of _____, 2020.

_____
Name & Signature of Authorized Representative

_____
Position / Date

Notes:

1) *The value of the bidder's 2017 current assets and current liabilities must be based on the latest Audited Financial Statements submitted to the BIR.*
2) *The value of all outstanding or uncompleted contracts refers to those listed in Annex I*
3) *The detailed computation using the required formula must be shown as provided for in Annex II.*
4) *The NFCC computation must at least be equal to the ABC of the project.*

RENTAL OF ICT EQUIPMENT

PROTOCOL/UNDERTAKINGOF AGREEMENT TO ENTER INTO JOINT VENTURE

This **PROTOCOL/UNDERTAKINGOF AGREEMENT TO ENTER INTO JOINT VENTURE**, executed by:

…….a sole proprietorship/partnership/corporation duly organized and existing under and by virtue of the laws of the Philippines, with offices located at ……..., ……., represented herein by its ……..., ……..., hereinafter referred to as "……..";

-and-

……. a sole proprietorship/partnership/corporation duly organized and existing under and by virtue of the laws of the Philippines, with offices located at ……..., ……., represented herein by its ……..., ……..., hereinafter referred to as "……..";

For submission to the **Bids and Awards Committee** of the **Department of Environment and Natural Resources,** pursuant to **Section 23.1 (b)** of the Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

WITNESSETH That:

WHEREAS, the Parties desire to participate as a joint venture in the public bidding that will be conducted by the **Department of Environment and Natural Resources** pursuant to Republic Act No. 9184 and its implementing rules and regulations, with the following particulars:

Bid Reference No.	
Name/Title of Procurement Project	
Approved Budget for the Contract	

NOW THEREFORE, in consideration of the foregoing, the Parties undertake to enter into a **JOINT VENTURE** and sign a **Joint Venture Agreement** relative to their joint cooperation for this bid project, in the event that their bid is successful, furnishing the **DENR BAC** a duly signed and notarized copy thereof within **ten (10) calendar days** from receipt of Notice from the BAC that our bid has the lowest calculated responsive bid or highest rated responsive bid (as the case may be).

For purposes of this bid project, and unless modified by the terms of the Joint Venture Agreement, the following party shall be the authorized representative of the JV:

JV Partner (Name of Company):

_____

Authorized Representative of the JV Partner: (Per attached Secretary's Certificate)

_____

Name

_____

Designation

That furthermore, the parties agree to be bound jointly and severally under the said Joint Venture Agreement;

THAT Finally, failure on our part of enter into the Joint Venture and/or sign the Joint Venture Agreement for any reason after the Notice of Award has been issued by shall be a ground for non-issuance by DENR of the Notice to Proceed, forfeiture of our bid security and such other administrative and/or civil liabilities as may be imposed by DENR under the provisions of R.A. 9184 and its Revised IRR, without any liability on the part of DENR.

This Undertaking shall form an integral part of our Eligibility documents for the above-cited project.

IN WITNESS WHEREOF, the parties have signed this Protocol/Undertaking on the date first above-written.

_____

JV Partner 1's Representative/Authorized Signatory

_____

JV Partner 2's Representative/Authorized Signatory

[JURAT]

SUBSCRIBED AND SWORN TO BEFORE ME this _____day of _____at _____, Philippines. Affiant exhibited to me his/her competent Evidence of Identity (as defined by 2004 Rules on Notarial Practice issued _____at _____, Philippines.

Doc. No. _____
Page No._____
Book No._____
Series of_____

RENTAL OF ICT EQUIPMENT

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

BID-SECURING DECLARATION

To: DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES (DENR)

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 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[1], within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1 (b), 34.2, 40.1, and 69.1, except 69.1 (f) of the IRR of RA 9184; without prejudice to the other legal action the government may undertake.

3. I/We understand that this Bid-Securing Declaration shall cease to be valid on the following circumstances:

   (a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;

   (b) I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;

   (c) I am/we are declared as the bidder with the Single/Lowest Calculated and Responsive Bid, and I/we have furnished the performance security and signed the Contract.

---

1 Issued by the GPPB through GPPB Resolution 03-2012 on 27 January 2012.

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

[Insert NAME OF BIDDER'S AUTHORIZED EPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME this _____day of _____at _____, Philippines. Affiant exhibited to me his/her competent Evidence of Identity (as defined by 2004 Rules on Notarial Practice issued _____at _____, Philippines.

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 ____.

Omnibus Sworn Statement

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

A F F I D A V I T

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;

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 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.

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

_____
Bidder's Representative/Authorized Signatory

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

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

NAME OF NOTARY PUBLIC
Serial No. of Commission _____
Notary Public for _____ until _____
Roll of Attorneys No. _____
PTR No. _____ *[date issued], [place issued]*
IBP No. _____ *[date issued], [place issued]*

Doc. No. _____
Page No. _____
Book No. _____
Series of _____

BID FORM

RENTAL OF ICT EQUIPMENT

To: ***DENR Bids and Awards Committee***
DENR-Regional Office III
Diosdado Macapagal Government Center
Barangay Maimpis, City of San Fernando, Pampanga

Gentlemen and/or Ladies:

I/We, having examined the Bidding Documents including the Bid Bulletin, *if any*, hereby offer to perform and provide the **Rental of ICT Equipment** in conformity with the said Bidding Documents:

Description	Qty.	Total ABC (₱)	Total Financial Bid (₱) (VAT Inclusive)
Rental of ICT Equipment	1 Lot		
TOTAL BID PRICE (Amount in Words): _____ _____			

Note: Please indicate "0" or "-" for item/s offered for free to the DENR. Incomplete financial proposal shall be considered non-responsive and thus, automatically disqualified in accordance with Clause 28.3 (a), ITB of the Bidding Documents.

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

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within ten (10) calendar days from Receipt of the Notice of Award.

I/We agree to abide by this Bid for the Bid Validity Period specified in **BDS** provision for **ITB** Clause 17.1 and it shall remain binding upon us and may be accepted 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.

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

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

I/We likewise certify/confirm that the undersigned, has the full power and authority to participate, submit the bid, and to sign and execute the ensuing contract for the ***RENTAL OF ICT EQUIPMENT under IB No. _____.***

I/We acknowledge that failure to sign each and every page of this Bid Form shall be a ground for the rejection of our bid.

_____
Name of Company (in print)

_____
Signature of Company Authorized Representative

_____
Name & Designation (in print)

_____
Date

ANNEX VII

DETAILED FINANCIAL BREAKDOWN

RENTAL OF ICT EQUIPMENT

RPAO

ITEM NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
1	Desktop Computer	1	unit		
	Specifications:				
	Processor: Intel I7 (8th Generation)				
	Memory: 16GB DDR4, upgradable to 32GB 2x Memory Slots				
	Storage/Hard Disk: 1TB SSD				
	Motherboard				
	Graphics/Video Processor: 4GB Dedicate d Graphics				
	Operating System: Windows 10 Professional 64-bit				
	Mouse & Keyboard Combo				
	Monitor: LED Monitor 24"				
	UPS 625va				
	Casing w/ Power Supply				
2	Laptop Computer	1	unit		
	Specifications:				
	Processor: Intel i7 (9th Generation)				
	RAM: 8GB, upgradable to 32GB				
	VRAM: 6GB DDR6				
	Storage: 1TB SSD				
	Front Camera: 720p				
	15.6 Full HD 1920 x 1080				
	Gigabit Ethernet 10/100/1000				
	Wireless LAN 802.11 AC				
	Bluetooth				
3	Aerial Drone Camera (Sensor: 1" CMOS	1	unit		
	Effective Pixels: 20 million; Lens: FOV: about				
	77˚, 35mm Format Equivalent: 28mm				
	Aperture: f/2.8-f/11, Shooting Range: 1m to ∞;				
	ISO Range: Video: 100-6400; Photo: 100-3200				
	(auto), 100-12800 (manual); Video resolution:				
	4k: 3840 x 2160 24/25/30p, 2.7K: 2688 x 1512				
	24/25/30/48/50/60p				

	FHD: 1920x1080 24/25/30/48/50/60/120p)				
4	Multi Function Inkjet Printer	1	unit		
	Print, Copy, Scan, Network, Auto Duplex;				
	35ppm (Mono), 25ppm (Colored);				
	9,600 x 600 DPI Resolution; A3 Maximum Paper Size				
5	DSLR Camera w/ 18-55mm Kit Lens	1	unit		
SUB – TOTAL (RPAO)					

ARD MS

ITEM NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
1	Tablet	1	unit		
	Specifications:				
	Display Size: Atleast 10"				
	RAM: atleast 4GB (A12Z / Qualcomm SM8250 Snapdragon 865+)				
	Internal Storage: 128GB				
	Rear Camera: atleast 12MP				
	Front Camera: atleast 5MP				
	Battery: atleast 7,000mah, Fast Charging				
2	Smartphone	1	unit		
	Specifications				
	Display Size: Atleast 6.5"				
	RAM: Atleast 6GB				
	Internal Storage: Atleast 128GB				
	Rear Camera: Atlast 64MP				
	Front Camera: Atleast 32MP				
	Battery: Atleast 7,000MAH				
3	Smartphone	1	unit		
	Dual Sim, 3G, 4G, VoLTE, Wi-Fi. Octa Core, 2.73 GHz Processor. 8 GB RAM, 256 GB inbuilt. 4000 mAh Battery with Fast Charging. 6.7 inches, 1440 x 3040 px Display. 108 MP Quad Rear & 12 MP + 8 MP Dual Front Camera. Memory Card Supported, upto 512 GB. Android v9.0 (Pie)				
SUB – TOTAL (ARD MS)					

ADMINISTRATIVE DIVISION

ITEM NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
1	Desktop Computer	6	units		
	Specifications:				
	Processor: Intel I7 (8th Generation)				
	RAM: 16GB DDR4, upgradable to 32GB 2x Memory Slots				
	Storage/Hard Disk: 256 M.2 SSD + 1TB SATA3 7200RPM				
	Motherboard				
	Graphics/Video Processor: 4GB Dedicated Graphics				
	Operating System: Windows 10 Professional 64-bit				
	Mouse & Keyboard Combo				
	Monitor: LED Monitor 24"				
	UPS 625va				
	Casing w/ Power Supply				
2	Laptop Computer	3	units		
	Specifications:				
	Processor: Intel i5 (Latest Generation)				
	Display: 15.6" FHD (1920 x 1080)				
	RAM: 8GB DDR4				
	Video Card: 2GB				
	OS: Windows 10 Home				
	Storage: 256GB SSD + 1TB HDD				
3	Projector Heavy Duty HD with White Screen	1	unit		
	White & Color Brightness at 3,600lm				
	WXGA Resolution				
	High Contrast ratio 15,000:1				
	Horizontal Keystone Slider				
	10,000 hours lamp life				
	HDMI: 1 (MHL supported)				
	2 RCA (White/Red): 1				
	60" Screen 1.68 - 2.02m				
SUB – TOTAL (ADMINISTRATIVE DIVISION)					

LEGAL DIVISION

ITEM NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
1	Desktop Computer (Monitor w/ Built-in CPU)	4	units		
	Specifications:				
	Processor: Intel i5 (7th Generation)				
	RAM: 4GB DDR4				
	Storage: 1TB HDD				
	Motherboard				
	Monitor: Full HD 21.5" 1920 x 1080				
	LED Display (Non-Touch)				
	VRAM: Nvidia GeForce 930MX 2GB GDDR3				
	802.11 WiFi + BT				
	Webcam				
	Card Reader, HDMI Port				
	USB 3.0 Port				
	OS: Windows 10 64-bit				
2	Laptop Computer	3	units		
	Specifications:				
	Processor: Intel i5 (10th Generation)				
	Display: 15.6 FHD 1920 x 1080 Resolution				
	RAM: 4GB DDR4 (upgradable up to 20GB)				
	Video Card: 2GB				
	OS: Windows 10 64-bit				
	Storage: 256 NVMe SSD + 1TB HDD				
3	Desktop Computer	1	unit		
	Specifications:				
	Processor: Intel i7 (8th Generation)				
	RAM: 8GB DDR4				
	Storage: 1TB HDD + 128GB SSD				
	Motherboard				
	Monitor: FHD Monitor 27" 1920 x 1080 Display				
	VRAM: Nvidia GF MX 150 2GB GDDR5				
	802.11AC WiFi + Bluetooth				
	OS: Windows 10 64-bit				
	Keyboard & Mouse Combo				
SUB – TOTAL (LEGAL DIVISION)					

FINANCE DIVISION

ITEM NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
1	Desktop Computer	5	units		
	Specifications:				
	Processor: Intel I7 8700 (10th Generation)				
	RAM: 16GB DDR4, upgradable to 32GB 2x Memory Slots				
	Storage/Hard Disk: 256 M.2 SSD + 1TB SATA3 7200RPM				
	Motherboard				
	Graphics/Video Card: 4GB Dedicated Graphics				
	Operating System: Windows 10 Professional 64-bit				
	Mouse & Keyboard Combo				
	Monitor: LED Monitor 24"				
	UPS 625va				
	Casing w/ Power Supply				
2	Laptop Computer	1	unit		
	Specifications:				
	Processor: Intel i5 (10th Generation)				
	Display: 15.6 FHD 1920 x 1080 Resolution				
	RAM: 4GB DDR4 (upgradable up to 20GB)				
	Video Card: 2GB				
	OS: Windows 10 64-bit				
	Storage: 256 NVMe SSD + 1TB HDD				
SUB – TOTAL (FINANCE DIVISION)					

PMD

ITEM NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
1	Laptop Computer	5	units		
	Specifications:				
	Processor: i5 (8th Generation)				
	OS: Windows 10 Home				
	RAM: 4GB DDR4 2400MHz SDRAM Onboard Memory, 1 x 50-DIMM socket for expansion				
	Display: 15.6" FHD (1920 x 1080)				
	VRAM: 2GB GDDR5				
	Storage: 256GB SATA 3.0 M.2 SSD + 1TB HDD 5400rpm				
	HD Webcam				
	Integrated WiFi 5 (802.11ac)				
	Bluetooth 4.1				
2	Laptop Computer	1	unit		
	Specifications:				
	Processor: AMD Ryzen 5 (3rd Generation)				
	OS: Windows 10 Home				

	RAM: 8GB DDR4 2400MHz SDRAM				
	Display: 15.6" FHD (1920 x 1080)				
	VRAM: Nvidia GeForce GTX 1650, w/ 4GB GDDR5				
	Storage: 256GB PCIe Gen3 SSD + 1TB HDD 5400rpm				
	HD Webcam				
	Integrated Wifi (802.11 ac) Bluetooth 5.0				
3	Wireless Portable Printer	1	unit		
	Printing Technology: 4-color (CMYK) drop-on-demand MicroPiezo® inkjet technology Maximum Print Resolution: 5760 x 1440 optimized dpi ISO Print Speed: AC Power Black: 6.7 ISO ppm† Color: 3.8 ISO ppm† Battery power Black: 3.5 ISO ppm† Color: 2.0 ISO ppm† Minimum Ink Droplet Size: 3 droplet sizes, as small as 3 picoliters Photo Print Speed: 4" x 6" borderless photo in as fast as 77 sec (max.)‡				
4	LCD Projector	1	unit		
	White & Color Brightness at 3,600lm				
	WXGA Resolution				
	High Contrast ratio 15,000:1				
	Horizontal Keystone Slider				
	10,000 hours lamp life				
	HDMI: 1 (MHL supported)				
	2 RCA (White/Red): 1				
	60" Screen 1.68 - 2.02m				
5	Tablet	6	units		
	Atleast 10" diagonal LED backlit Multi-Touch Display with IPS Technology				
	Atleast 8MP Rear Camera, 1.2MP Front Camera				
	f/2.4 aperture				
	Stereo Speakers				
	Dual microphiones for calls, video recording and audio recording				
	Wifi 802.11a/b/g/n/ac, dual band 2.4Ghz and 5Ghz HT80 with MIMO				
	Bluetooth 4.2 technology				
	A12 Bionic Chip with 64 Bit Architecture / Octa-Core Processor				
6	All in One Printer	1	unit		

	128 X 3 nozzles Black, 128 nozzles, each colour (Cyan, Magenta, Yellow) 5760 x 1440 dpi (with Variable-Sized Droplet Technology) 360 x 360 dpi. 2 pl. 1200 dpi x 2400 dpi. 216 x 297mm (8.5 x 11.7") 1.1 msec/line, 3.0 msec/line. 1.9 msec/line, 5.8 msec/line.				
SUB – TOTAL (PMD)					

ENFORCEMENT DIVISION

ITEM NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
1	Laptop Computer	2	units		
	Specifications:				
	Intel i7 (10th Generation)				
	RAM: 16GB DDR4, upgradable to 32GB				
	Two (2) Memory Slots				
	Front Camera: 720p				
	15.6 Full HD 1920 x 1080				
	2GB NVIDIA GeForce MX230 GDDR5				
	Gigabit Ethernet 10/100/1000				
	Wireless LAN 802.11 AC				
	Bluetooth				
2	Tablet	1	unit		
	Specifications:				
	Internal Storage: Atleast 128GB				
	Display: Atleast 7.9" (Diagonal) LED Backlit Multi Touch Display				
	RAM: Atleast 4GB (A12 Bionic Chip/ Qualcomm Snapdragon 855)				
	Rear Camera: Atleast 8MP				
	Front Camera: Atleast 4MP				
	Battery: Atleast 5,000mah				
3	Laptop Computer (Netbook)	1	unit		
	Specifications:				
	Display: 14", 1920 x 1080				
	Processor: AMD Ryzen 5 (4th Generation)				
	RAM: 16GB DDR4				
	Graphics Card: AMD Radeon graphics				
	Camera: 1MP (720P HD)				
	Storage: 512GB PCIe NVME SSD				
SUB – TOTAL (ENFORCEMENT DIVISION)					

LPDD

ITEM NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
1	Laptop Computer	5	units		
	Specifications:				
	Processor: Intel Core i5 (Latest Generation)				
	RAM: 4GB DDR4 (upgradable up to 20GB)				
	Storage: 256GB SSD + 1TB HDD SATA				
	Display: Atleast 15.6" FHD 1920 x 1080 Resolution				
	Video Card: NVIDIA GeForce MX230 w/ 2GB GDDR5 VRAM				
SUB – TOTAL (LPDD)					

CDD

ITEM NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
1	Desktop Computer	6	units		
	Specifications:				
	Processor: Intel i5 (Latest Generation)				
	RAM: 8GB RAM				
	Storage: 256GB SSD + 1TB HDD				
	Motherboard				
	DVD Writer				
	Monitor: 21.5 LED Monitor				
	OS: Windows 10 64-bit				
	UPS 625va				
	Casing w/ Power Supply				
2	Laptop Computer	12	units		
	Specifications:				
	Display: 15.6" FHD LED				
	Processor: Intel i7 (Latest Gen)				
	Graphics: 4GB DDR5 AMD Radeon 530				
	RAM: 8GB DDR4 2400MHz				
	Ports: Type C, 3.5mm audio, microSD, 3 USB, HDMI, RJ 45 LAN				
	Wireless: 802.11ac				
	Storage: 2TB 5400rpm SATA				
3	Tablet	5	units		
	Specifications:				
	Internal Storage: Atleast 256GB				
	Display: Atleast 7.9" (Diagonal) LED Backlit Multi Touch Display				
	RAM: Atleast 3GB (A12 Bionic Chip/ Qualcomm Snapdragon 855)				
	Rear Camera: Atleast 8MP				
	Front Camera: Atleast 4MP				

	Battery: Atleast 5,000mah				
4	Projector	1	unit		
	Specifications:				
	3LCD Technology, RGB Liquid Crystal shutter				
	2,200A Lumen - 1,500A LumenA (Economy)				
	In accordance w/ IDMS15.4				
	2,200A Lumen - 1,500A LumenA (Economy)				
	In accordance w/ ISO 21118:2012				
	Full HD 1080p x 1080, 16:9				
	Clinch audio in, MHL, Stereo mini jack audio out, Composite in, HDMI in (2x), VGA in, USB 2.0 Type Mini-B, USB 2.0 Type A, Wifi Direct				
SUB – TOTAL (CDD)					

NGP

ITEM NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
1	Desktop Computer	2	unit		
	Specifications:				
	Processor: Intel i5 (Latest Generation)				
	RAM: 8GB				
	Storage: 256 SSD + 1TB HDD				
	Motherboard				
	DVD Writer				
	Monitor: 21.5 LED Monitor				
	OS: Windows 10 64-bit				
	UPS 625va				
	Casing w/ Power Supply				
2	Laptop Computer	2	unit		
	Specifications:				
	Display: 15.6" FHD LED				
	Processor: Intel i7 (Latest Generation)				
	VRAM: 4GB DDR5 AMD Radeon 530				
	Storage: 2TB SATA HDD 5400rpm				
	RAM: 8GB DDR4 2400MHz				
	Ports: Type C, 3.5mm audio, micro SD, 3 USB, HDM, RJ45 LAN				
	WAN: 802.11ac				
SUB – TOTAL (NGP)					

FMP

ITEM NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
1	Laptop Computer	3	units		
	Specifications:				
	Display: 15.6" Full HD IPS				
	Processor: AMD Ryzen 7 (2nd Generation)				
	VRAM: AMD Radeon RX 560X 4GB GDDR5				
	Storage: 128GB SSD + 1TB HDD				
	WAN: 802.11 a/b/g/n/ac				
	Bluetooth 5.0, LAN, Gigabit Ethernet				
SUB – TOTAL (FMP)					

Manila Bay

ITEM NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
1	Aerial Drone Camera	2	units		
	Specifications:				
	Hassleblad 20MP/UHD 4K Gimbal Camera				
	1" CMOS + f/2.8-f/11 Adjustable Aperture				
	Smart Controller included				
	10-bit Dlog-M + 10-bit HDR Video				
	OcuSync 2.0 Transmission Technology				
	Upto 31 Minutes Flight Time				
	Omnidirectional Obstacle Sensing				
	Hyperlapse Time-Lapse Mode				
	Top Speed of 44.7mph				
	Enhanced HDR Photos with 14EV				
2	Aerial Drone Camera Intellegent Flight Battery	4	units		
	3850mAh/59.29Wh Capacity				
	Provides upto 31mins of flight time				
	Four-cell, High-Capacity LiPo Battery				
SUB – TOTAL (MANILA BAY)					

SUMMARY

RENTAL OF ICT EQUIPMENT

SECTION / DIVISION	TOTAL AMOUNT
RPAO	
ARD MS	
ADMINISTRATIVE DIVISION	
LEGAL DIVISION	
FINANCE DIVISION	
PMD	
ENFORCEMENT DIVISION	
LPDD	
CDD	
NGP	
FMP	
MANILA BAY	
GRAND TOTAL	

Name of Company (in print)

_____

Signature of Company Authorized Representative

_____

Name & Designation (in print)

_____

Date

Annex VIII

(Bidder's Company Letterhead)

COMPANY PROFILE

COMPANY NAME	:	
ADDRESS		
HEAD OFFICE	:	
BRANCH	:	
TELEPHONE NUMBER/S		
HEAD OFFICE	:	
BRANCH	:	
FAX NUMBER/S		
HEAD OFFICE	:	
BRANCH	:	
E-mail Address/es	:	
NUMBER OF YEARS IN BUSINESS	:	
NUMBER OF EMPLOYEES		
LIST OF MAJOR STOCKHOLDERS	:	
LIST OF BOARD OF DIRECTORS	:	
LIST OF KEY PERSONNEL (NAME & DESIGNATION WITH SIGNATURE) AS AUTHORIZED CONTACT PERSONS FOR THIS PROJECT [at least THREE (3)]	:	

CERTIFIED CORRECT:

_____

Name & Signature of Authorized Representative

_____

Position

_____

Date

Annex IX

Contract Agreement Form

THIS AGREEMENT made the _____ day of _____ 20_____ between *[name of PROCURING ENTITY]* of the Philippines(hereinafter called "the Entity") of the one part and *[name of Supplier]* of *[city and country of Supplier]* (hereinafter called "the Supplier") of the other part:

WHEREAS the Entity invited Bids for certain goods and ancillary services, viz., *[brief description of goods and services]* and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

    (a) the Supplier's Bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.* bidder's response to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity's bid evaluation;
    (b) the Schedule of Requirements;
    (c) the Technical Specifications;
    (d) the General Conditions of Contract;
    (e) the Special Conditions of Contract;
    (f) the Performance Security; and
    (g) the Entity's Notice of Award.

3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract

4. The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

Signed, sealed, delivered by _____ the _____ (for the Entity)

Signed, sealed, delivered by _____ the _____ (for the Supplier).

Annex X

Bank Guarantee Form for Advance Payment

To: *[name and address of PROCURING ENTITY]*
[name of Contract]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause 10 of the General Conditions of Contract to provide for advance payment, *[name and address of Supplier]* (hereinafter called the "Supplier") shall deposit with the PROCURING ENTITY a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[bank or financial institution]*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the PROCURING ENTITY on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding *[amount of guarantee in figures and words]*.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the PROCURING ENTITY and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

_____
[name of bank or financial institution]

_____
[address]

_____
[date]

Section IX.
Checklist of Requirements

DENR BIDS AND AWARDS COMMITTEE
CHECKLIST OF REQUIREMENTS FOR BIDDERS

Name of Company: _____

Project: **RENTAL OF ICT EQUIPMENT**

Bid Ref. No. **IB No. DENR-ROIII-2020-GOODS-01**

APPROVED BUDGET FOR THE CONTRACT: ₱4,745,190.00

Ref. No.		Particulars	
ENVELOPE 1: ELIGIBILITY AND TECHNICAL DOCUMENTS			
In accordance with Clause 19.4 of the Instructions to Bidders, the bid, except for the unamended printed literature, shall be signed, and each and every page thereof shall be initialed, by the duly authorized representative/s of the Bidder.			
12.1 (a)		***(a) ELIGIBILITY DOCUMENTS***	
		CLASS "A" DOCUMENTS	
		(a.1.) LEGAL DOCUMENTS	
	(i)	Valid and current **Certificate of PhilGEPS Registration (Platinum Membership)** with the "Annex A" issued to bidder. In the event that Class "A" documents earlier submitted with PhilGEPS **already expired**, must also attached a **valid and current Class "A" documents**; The following **Class "A" eligibility documents**: a) Registration certificate from SEC, Department of Trade and Industry (DTI) for sole proprietorship, or CDA for cooperatives; b) Valid Business/Mayor's permit for CY 2020 issued to bidder by the city or municipality where the principal place of business of the bidder is located or the equivalent document for Exclusive Economic Zones or Areas c) Current and valid Tax Clearance per E.O. 398, series of 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR); d) Audited Financial Statements (AFS) for CY 2019 with stamped "received" by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions dated CY 2019;	
		(a.2.) TECHNICAL DOCUMENTS	
	(ii)	Statement 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 (per **Annex I**);	
	(iii)	Statement of the Bidder's Single Largest Completed Contract (SLCC) of similar nature within the last five (5) years from date of submission and receipt of bids equivalent to at least fifty (50%) of the total ABC (per **Annex I-A**) Any of the following documents must be submitted/attached corresponding to listed completed largest contracts per Annex I-A: (a) Copy of End User's Acceptance; or (b) Copy of Official Receipt/s or Sales Invoice	

(a.3.) FINANCIAL DOCUMENTS

(iv) Net Financial Contracting Capacity (NFCC) computation**,** in accordance with ITB Clause 5.5, (per **Annex II).**

The NFCC computation must be equal to the ABC of this project. The detailed computation using the required formula must be provided.

OR

Original copy of Committed Line of Credit (CLC) issued by a Local Universal or Local Commercial Bank at least equal to ten percent (10%) of the ABC of this project.

In case of Joint Venture, the partner responsible to submit the NFCC shall likewise submit the Statement of all its ongoing contracts and the Latest Audited Financial Statements.

Class "B" Document: (For Joint Venture)

Class "B" Document: (For Joint Venture if applicable)

The participating entities entering a Joint Venture Agreement (JVA) are to be treated as a single entity and shall be jointly and severally responsible or liable for the obligations and liabilities incurred by any partner to the JV pertinent to the project requirements.

Hence, any Blacklisting Order and/or overdue deliveries intended for end-user or DENR shall apply to the JVA as the JV is deemed as one bidder.

For Joint Ventures, Bidder to submit either:

(i) Copy of the JOINT VENTURE AGREEMENT (JVA) in case the joint venture is already in existence, or

(ii) Copy of Protocol/Undertaking of Agreement to Enter into Joint Venture (Annex III) signed by 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 and must be in accordance with Section 23.1 (b) of the IRR

In case the joint venture is not yet in existence, the submission of a valid JVA shall be within ten (10) calendar days from receipt by the bidder of the notice from the BAC that the bidder is the Lowest Calculated and Responsive Bid [Sec 37.1.4 (a) (i)]

The JVA or the Protocol/Undertaking of Agreement to Enter into Joint Venture (per **Annex III) must include/specify the company/partner and the name of the office designated as authorized representative of the Joint Venture.**

(b) TECHNICAL DOCUMENTS

(i) Original Bid Security must be issued in favor of the **DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES (DENR)** (must be valid for at least 120 calendar days from the date of bid opening); any one of the following forms:

Project ABC (₱)	Bid Security: Cash, Cashier's/ Manager's Check, Bank Draft / Guarantee, Irrevocable Letter of Credit (2%) (₱)	Bid Security: Surety Bond (5%) (₱)	Bid Securing Declaration
4,745,190.00	94,903.80	237,259.50	No required percentage

1. Bid Securing Declaration per **Annex IV**;
2. The Cashier's/Manager's Check shall be issued by a Local, Universal or Commercial Bank
3. The Bank Draft/Guarantee or Irrevocable Letter of Credit shall be issued by a Local Universal or Commercial Bank; or
4. Should bidder opt to submit a Surety Bond as Bid Security, the surety bond must be callable on demand and must be issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such bond. Together with the surety bond, a certification from Insurance Commission must be submitted by the bidder which must state that the surety or insurance company is specifically authorized to issue surety bonds.

		5. <u>For submission of Bank Draft/Guarantee or Irrevocable Letter of Credit or Surety Bond,</u> the following must be stated/specified in the Bid Security pursuant to Section III, ITB Clause 18.5, to wit: *The following are the grounds for forfeiture of Bid Security* ▪ **IF A BIDDER:** a) Withdraws its bid during the period of bid validity. b) Does not accept the correction of errors pursuant to Section 32.2.1 of the IRR of RA 9184. c) Fails to submit the Post Qualification requirements within the prescribed period or a finding against their veracity thereof. d) Submission of eligibility requirements containing false information or falsified documents. e) Submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding. f) Allowing the use of one's name, or using the name of another for purposes of public bidding. g) Withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the Lowest Calculated and Responsive Bid. h) Refusal or failure to post the required performance security within the prescribed time. i) Refusal to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification. j) Any documented unsolicited attempt by a bidder to unduly influence the outcome of the bidding in his favor. k) Failure of the potential joint venture partners to enter into the joint venture after the bid is declared as successful. l) All other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons. ▪ **IF THE SUCCESSFUL BIDDER:** (i) fails to sign the contract in accordance with Section 40 of the Revised IRR of RA 9184; or (ii) fails to furnish performance security in accordance with Section 40 of the Revised IRR of RA 9184.	
	(ii)	Conformity with Schedule of Requirements and Technical Specifications, as enumerated and specified in **Sections VI and VII** of the Bidding Documents	
	(iii)	Sworn statement in accordance with Section 25.3 of the IRR of RA 9184 and using the form prescribed attached as **Annex V** with attached **<u>Proof of Authority of the bidder's authorized representative/s</u>**: 1. **FOR SOLE PROPRIETORSHIP (IF OWNER OPTS TO APPOINT A REPRESENTATIVE):** Duly notarized Special Power of Attorney 2. **FOR CORPORATIONS, COOPERATIVE OR THE MEMBERS OF THE JOINT VENTURE:** Duly notarized Secretary's Certificate/Board Resolution evidencing the authority of the designated representative/s. IN THE CASE OF UNINCORPORATED JOINT VENTURE: **Each member shall submit a separate Special Power of Attorney and/or Secretary's Certificate/Board Resolution evidencing the authority of the designated representative/s.**	

ENVELOPE 2: FINANCIAL DOCUMENTS		
13.1	Completed and signed Financial Bid Form. Bidder must use, accomplish and submit Financial Bid Forms (**Annex VI) and** Detailed Financial Breakdown **(Annex VI-A).** The ABC is inclusive of VAT. Any proposal with a financial component exceeding the ABC shall not be accepted. Further, the sum of bid indicated in the Detailed Financial Breakdown per **Annex VI-A** must be equal to the signed and submitted Bid Form per **Annex VI**.	
Note: In case of inconsistency between the Checklist of Requirements for Bidders and the provisions in the Instruction to Bidders/Bid Data Sheet, the Instruction to Bidders/Bid Data Sheet shall prevail.		

Bidding Process Schedule

Rental of ICT Equipment

CY 2020

Activities / Milestones	Date / Time	Responsible Person/s
Pre-Procurement Conference	November 5, 2020, 9AM Thursday	BAC Secretariat TWG End-User
Advertisement / Posting of Invitation to Bid / Request for Expression of Interest	November 6, 2020 Friday	Secretariat
Issuance and Availability of Bidding Documents	November 6-24, 2020	Secretariat
Pre-Bid Conference	November 13, 2020 10:00 AM Friday	BAC Secretariat TWG End-User Bidders Observers
Deadline Submission of Bids	November 25, 2020 9:30 AM Wednesday	Secretariat
Opening of Bids	November 25, 2020 10:00 AM Wednesday	BAC Secretariat TWG End-User Bidders Observers
Bid Evaluation	November 26, 2020 Thursday	BAC Secretariat TWG
Post-Qualification	November 27, 2020 Friday	BAC Secretariat TWG
Approval of Resolution / Issuance of Notice to Award	December 1, 2020 Tuesday	BAC Secretariat Signing Official
Contract Preparation and Signing	December 2, 2020 Wednesday	BAC Secretariat Signing Official
Approval of Contract by Higher Authority / HOPE	December 2, 2020 Wednesday	Signing Official
Issuance of Notice to Proceed	December 3, 2020 Thursday	BAC Secretariat Signing Official

Prepared by:

(Sgd.)DOLORES P. CASTRO
Head RBAC Secretariat

Approved by:

(Sgd.)ARTURO E. FADRIQUELA
RBAC Chairman