



Republic of the Philippines
COURT OF TAX APPEALS
Quezon City

Bids and Awards Committee 1

Bidding Documents

Bid Project No. CTABAC1-2021-1

**Procurement of Information and Communications
Technology (ICT) Equipment**

December 8, 2021

**Court of Tax Appeals
Agham Road, National Government Center, Diliman, Quezon City 1104**

**Sixth Edition
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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

CA – Continuing Appropriations

CDA - Cooperative Development Authority.

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

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

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

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GAA – General Appropriations Act.

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

IB – Invitation to Bid

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

ITB – Instructions to Bidders

LCCA – Local Currency Current Account.

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid

Republic of the Philippines
COURT OF TAX APPEALS
Quezon City

INVITATION TO BID

Bid Project No. CTABAC1-2021-1

**PROCUREMENT OF INFORMATION AND COMMUNICATIONS TECHNOLOGY
(ICT) EQUIPMENT**

1. The Court of Tax Appeals (CTA), through the Government of the Philippines, intends to apply the sum of **Four Million Eight Hundred Eighty-One Thousand Six Hundred Twenty Pesos (₱4,881,620.00) for Lot A and One Million Eight Hundred Forty-Four Thousand Three Hundred Pesos (₱1,844,300.00) for Lot B**, inclusive of all service charges and applicable government taxes and duties, being the ABC to payments under the contract for each lot. Bids received in excess of the ABC for each lot shall be automatically rejected at bid opening.
2. The **CTA** now invites bids for the above Procurement Project. Delivery of the Goods is required within **sixty (60) calendar days** from receipt of **Notice to Proceed**. Bidders should have completed, within **three (3) years** prior from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
4. Prospective Bidders may obtain further information from **CTA Bids and Awards Committee 1 (BAC 1) Secretariat** and inspect the Bidding Documents at the address given below from **Mondays to Fridays, 9:00 A.M. to 3:00 P.M., subject to the condition that the CTA is physically open.**
5. A complete set of Bidding Documents may be acquired by interested Bidders on **December 8, 2021 to January 12, 2022** from the given address below and upon payment of a non-refundable fee for the bidding documents in the amount of **Three Thousand Pesos (₱3,000.00) for Lot A and One Thousand Five Hundred Pesos (₱1,500.00) for Lot B.**

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

6. The CTA will hold a Pre-Bid Conference on **December 16, 2021, at 1:30 P.M.** at the Multi-Purpose Hall (MPH), 5th Floor, CTA Building II, Agham Road, National Government Center, Diliman, Quezon City, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before **January 12, 2022, at 10:00 A.M. (Philippine Standard Time)**. Late bids shall not be accepted.

Electronic submission of bids shall not be accepted.

8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **January 12, 2022, at 1:30 P.M.** at the Multi-Purpose Hall (MPH), 5th Floor at the given address below. Bids will be opened in the presence of the bidder/s or their duly authorized representative/s who choose to attend the activity.
10. The **CTA** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 Revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

Atty. Ma. Johoanna Chan-Te
BAC1 Secretariat Head
Court of Tax Appeals
CTA Building II
Agham Road, National Government Center
Diliman, Quezon City 1104
Telephone No.: (632) 8920-42-49 Loc. 304, 204 and 244
Email address: bac1.cta@judiciary.gov.ph

December 1, 2021

DANILO B. FERNANDO
Chairperson
CTA Bids and Awards Committee 1

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, CTA wishes to receive Bids for the **Procurement of Information and Communications Technology (ICT) Equipment** with identification number **CTABAC1-2021-1**.

The Procurement Project (referred to herein as “Project”) is composed of **two (2) lots**, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for **2021** in the amount of **Six Million Seven Hundred Twenty-Five Thousand Nine Hundred Twenty Pesos (₱6,725,920.00)**.

2.2. The sources of funding are the following:

- a. **NGA, the General Appropriations Act or Special Appropriations, Continuing Appropriations and Local Currency Current Account.**

3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 Revised IRR, including its Generic Procurement Manuals and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or **IB** by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have verified and accepted the general requirements of this Project, including other factors that may affect the cost, duration and execution or implementation of the contract, project, or work, and to have examined all instructions, forms, terms, and project requirements in the Bidding Documents.

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex “I” of the 2016 Revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 Revised IRR of RA No. 9184, the Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC, Adjusted to current prices using the PSA's CPI.
- 5.4. The Bidders shall comply with the eligibility criteria under the applicable provision of Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

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

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in the **BDS**.
 - b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price,

the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.

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

13. Bid and Payment Currencies

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

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

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

14.2. The Bid and bid security shall be valid until *May 12, 2022*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

Each Bidder shall submit two copies of the first and second components of its Bid.

Bidders shall submit their bids through their duly authorized representative using the forms specified in the Bidding Documents in two (2) separate sealed bid envelopes and which shall be submitted simultaneously.

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

16. Deadline for Submission of Bids

The Bidders shall submit on the specified date and time at its physical address as indicated in paragraphs 7 and 11 of the **IB**.

17. Opening and Preliminary Examination of Bids

- 17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 Revised IRR of RA No. 9184 shall prevail.
- 17.2. The preliminary examination of bids shall be governed by Section 30 of the 2016 Revised IRR of RA No. 9184.

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring 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 conditions in the evaluation of Bids under Section 32.2 of the 2016 Revised IRR of RA No. 9184.
- 19.2. Bidders may submit a proposal on any of the lots, and evaluation will be undertaken on a per lot basis. The Bid Security as required by **ITB** Clause 14 shall be submitted for each lot separately.
- 19.3. The descriptions of the lots shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.1.4 of the 2016 Revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots participated in by the prospective Bidder.
- 19.4. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 Revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
12	No further instructions
14.1	The bid security shall be limited to Bid Securing Declaration or Surety Bond of Two Hundred Forty-Four Thousand Eighty-One Pesos [₱244,081.00 (5% of ABC)] for Lot A and Ninety-Two Thousand Two Hundred Fifteen Pesos [₱92,215.00 (5% of ABC)] for Lot B.
20.1	<p>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, Additional licenses, permits and documents required to be submitted are;</p> <ol style="list-style-type: none"> 1. Registration Certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives. 2. Mayor's / Business Permit issued by the City or Municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas. In cases of recently expired Mayor's / Business permits, it shall be accepted together with the official receipt as proof that the bidder has applied for renewal within the period prescribed by the concerned local government unit, provided that the renewed permit shall be submitted as a post-qualification requirement in accordance with Section 34.2 of IRR of R.A. 9184. 3. Tax Clearance per E.O. s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR). 4. Audited Financial Statements for the immediately preceding year 2020 as basis for the computation of NFCC. <p>Note: The latest income and business tax returns are those filed within the last six months preceding the date of bid submission.</p>
21.1	<p>The following documents shall form part of the contract:</p> <ol style="list-style-type: none"> a) Contract Agreement; b) Bidding Documents; c) Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents/statements submitted; d) Performance Security; e) Notice of Award of Contract.

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Terms of Payment

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

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

- 5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 Revised IRR of RA No. 9184.
- 5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1.	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>For Goods supplied from abroad, the delivery terms applicable to the Contract are DDP delivered to the Court of Tax Appeals. In accordance with INCOTERMS.</p> <p>For Goods supplied from within the Philippines, the delivery terms applicable to this Contract are delivered to the Court of Tax Appeals. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is Court of Tax Appeals.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this

Contract; and

e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

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

Spare Parts –

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

Select appropriate requirements and delete the rest.

1. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and

2. in the event of termination of production of the spare parts:

i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and

ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

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

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of three times the warranty period.

Spare parts or components shall be supplied as promptly as possible, but in any case, within three (3) months of placing the order.

Packaging –

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

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

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

Name of the Procuring Entity

Name of the Supplier

Contract Description

Final Destination

Gross weight

Any special lifting instructions

Any special handling instructions

Any relevant HAZCHEM classifications

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

Transportation –

Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract,

	<p>shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
4.	<p>For purposes of this Clause the Procuring Entity’s Representatives at the Project Site are as follows:</p> <ol style="list-style-type: none"> 1. Mr. Rommel A. Landicho (Property and Supply Division) 2. Mr. Jose Marie G. Toribio (Management Information Systems Division) <p>The inspections and tests that will be conducted are:</p> <ol style="list-style-type: none"> 1. Verification of Technical Specifications of Goods; 2. Inspection of completeness of the delivered items;

3. Verification of Goods Performance and Condition; and
4. Further tests and inspection that may be required by the Court.

Section VI. Schedule of Requirements

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
1	Lot A			Within Sixty (60) days from receipt of Notice to Proceed
	Four (4) units Laptop	4		
	Sixty-six (66) units Desktop	66		
2	Lot B			Within Sixty (60) days from receipt of Notice to Proceed
	Six (6) units All-in-One Color Laser Printer	6		
	Nine (9) units Color Laser Printer	9		
	One (1) unit 9-Pin Dot Matrix Printer	1		
	One (1) unit 24-Pin Dot Matrix Printer	1		
	Sixty-six (66) units Monochrome Laser Printer	66		
	Three (3) units Heavy Duty Document Scanner With ADF	3		
	Six (6) units Document Scanner With ADF	6		
	One (1) unit Projector A	1		
	One (1) unit Projector B	1		

Section VII. Technical Specifications

Technical Specifications

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

LOT A:**FOUR (4) UNITS LAPTOP**

DESCRIPTION	REQUIREMENT	COMPLIANCE
Processor & Graphics	11 th Generation Core i7 1165G7 (12MB Cache, up to 4.7GHz) With At least 2GB GDDR5 graphics memory, Trusted Platform Module (TPM)	
Memory	Must have At least 8GB DDR4 3200MHz	
Storage	Must have At least 512GB M.2 NVMe Solid State Drive	
Display	Must have at least 14.0-inch FHD (1980 x 1080) Anti-glare LED Backlight Non-Touch Narrow Border WVA	
Ports and Slots	Must have USB 2.0, Wedge-shaped lock slot, USB 3.2 Gen 1 Type-C, HDMI, Ethernet RJ-45, USB 3.2 Gen 1 Type-A, Headset Jack and Power In	
Trusted Platform Module	Must be supported	
WLAN	Must have a Wi-Fi and Bluetooth	
Camera	Must have At least 1280 x 720P HD	
Battery	Must have At least Three (3) Cells 42Wh	
Software	Preinstalled Windows 10 Professional 64-bit	
Productivity Software	Microsoft Office Home & Business 2019	
Accessories	Must include briefcase (Same brand), power cord, adapter and optical mouse (same brand)	
Warranty	Should be covered by At least One (1) year for the battery And at least Two (2) years for parts and service for the Laptop	

SIXTY-SIX (66) UNITS DESKTOP

DESCRIPTION	REQUIREMENT	COMPLIANCE
Processor & Graphics	Must be 11 th Generation i5 (6 cores, 12 MB Cache, 2.6GHz to 4.4Ghz) Trusted Platform Module (TPM) Support	
Memory	Must have At least 8GB DDR4 2933MHz	
Storage	Must have At least 256GB M.2 PCIe NVMe Solid State Drive + 1TB 7200rpm 3.5" SATA Hard Drive	
Chipset	Must be B560	
Graphics	Must have at least Integrated UHD Graphics	
Ports and Slots	Headset Jack, USB 2.0, USB 3.2 Gen 1 (Type-C), USB 3.2 Gen 1, Power Port, Line-out, HDMI, VGA, Network, Padlock rings	
LAN	Must have Ethernet 1000 Mbit/s	
WLAN	Must have a Wi-Fi and Bluetooth	
Software	Preinstalled Windows 10 Professional 64-bit	
Productivity Software	Microsoft Office Home & Business 2019	
Form Factor	Must be Tower Type	
Monitor	Same brand, at least 24"	
Accessories	Must include Power Cord, HDMI and VGA cord. Keyboard and Optical Mouse (Same brand)	
Energy Star	Must be Compliant	
Power Supply	At least 260W Black EPA chassis	
Warranty	Should be covered by at least Three (3) years for parts and service	
Uninterrupted Power Supply	Must be at least 650VA with One (1) Year Warranty for parts and labor	

LOT B:

SIX (6) ALL-IN-ONE COLOR LASER PRINTER

Description	Requirement	COMPLIANCE
Key Functions	Must be automatic 2-sided Print, Scan, Copy, Fax with Wireless Connectivity and NFC Reader	
Print Functions: Processor Print Speed (A4/Letter) Print Resolution Warm up Time (From Sleep) First Print Out Time (Ready)	Must be Main: Cortex-A9 800MHz; Sub: ARM946 133MHz Must be Up to 24/25 ppm Must be up to 2400 dpi (600 x 2400) quality Must be less than 24 sec Must be less than 14 sec (Mono/Color)	
Copy Functions: Copy Speed Reduction/Enlarge ment (%) Copy Resolution	Must be Up to 24/25 cpm Must be 25% - 400% in 1% increments Must be up to 600 x 600 dpi	
Scan Functions: Scan Speed (Mono/Color) Resolution (Optical) Resolution (Interpolated) Scan Features	Must be Up to 27/21 ipm (A4); 29/22 ipm (Letter) 1,200 x 2,400 dpi 19,200 x 19,200 dpi Must have OCR and One Pass Automatic 2-sided Scanning	
Fax Functions: Modem Speed Speed Dial/Group Dial Out of Paper Reception	Must be 33,600bps (Fax) Must be 200 locations / 20 groups Must be up to 500 pages	
Paper Handling: Paper Input Tray Multi-Purpose Tray Dual CIS Auto Document Feeder Paper Output Media Sizes/ Standard Tray	Must be 250 sheets Must be 30 sheets Must be 50 sheets Must be 150 sheets Face Down Must be A4, Letter and Folio	
Connectivity: Interface	Must have Hi-Speed 2.0, 10Base-T/100Base-TX, IEEE 802.11 b/g/n (Wireless), IEEE 802.11 g/n (Wi-Fi Direct)	

Front USB Direct Print	Must be supported	
Memory	Must have at least 512MB	
Display	Must have at least 3.7" Color LCD Touchscreen	
Operating System Capability	Must support Windows 7, 8, 8.1, and 10 and MacOS Sierra, High Sierra, Mojave, Catalina, Big Sur and Monterey	
Accessories	Must include power cord and adapter and USB cable	
Warranty	Should be covered by at least One (1) year service and hardware warranty.	

NINE (9) COLOR LASER PRINTER

Description	Requirement	COMPLIANCE
Printer Type	Must be Laser	
Print Speed (A4/Letter)	Must be up to 24/25 ppm	
Processor	Must be Cortex-A9 800MHz; Sub: ARM946 133MHz	
Memory	Must have at least 256MB	
Print Resolution	Must be up to 2,400 dpi (600 x 2,400) quality	
Print Features	Automatic 2-sided Printing	
Warm Up Time (From Sleep)	Must be less than 24 sec	
First Print Out Time (Ready)	Must be less than 14 sec (Mono/Color)	
Paper Input Tray	Up to 250 sheets	
Interface	Hi-Speed 2.0, 10Base-T/100Base-TX, IEEE 802.11b/g/n (Wireless), IEEE 802.11g/n (Wi-Fi Direct)	
NFC Tag	Must be supported	
Emulation	PCL6, BR-Script3, PDF Version 1.7, XPS Version 1.0	
Display	2.7" Color LCD Touchscreen	
Power Consumption (Printing/ Deep Sleep)	Approximately 430W / 1.2W	
Noise Level	LpAm = 47 dB(A)	
Accessories	Must include power cord and adapter and USB cable	
System Requirements	Must support Windows 7, 8, 8.1, and 10 and MacOS Sierra, High Sierra, Mojave, Catalina, Big Sur and Monterey	
Warranty	Should be covered by at least One (1) year service and hardware warranty	

ONE (1) 9-Pin DOT MATRIX PRINTER

DESCRIPTION	REQUIREMENT	COMPLIANCE
Printer Technology Printing Method Number of Pins in head Print Direction Control Code	Must be Impact dot matrix Must be Nine (9) Bi-direction with logic seeking ESC/P2, IBM PPDS	
Printer Speed Ultra Speed Draft 10 / 12cpi High Speed Draft 10 / 12cpi Draft 10 / 12cpi NLQ 10 / 12cpi	496cps / 595cps 496cps / 568cps 372cps / 445cps 93cps / 111cps	
Printable Columns Pitch 10cpi	136cpl	
Paper Handling Paper Path Line Spacing	Must be manual insertion (front or rear in, top out), Push Factor (front or rear in, top out), Pull Tractor (front, rear or bottom in, top out) Must be 4.23mm (1/6") or programmable in increments of 0.059mm (1/432")	
Acoustic Noise	56 dB	
Input Data Buffer	128KB	
Interface	USB 2.0, Bi-directional parallel (IEEE-1284 nibble mode supported)	
Ribbon Cartridge Standard Ribbon Life	Fabric Ribbon Cartridge (Black) Approx. 12 million Characters	
Reliability Mean Print Volume Between Failure (MVBF) Mean Time Between Failure (MTBF) Print Head Life	30 million lines (except print head) 15,000 Power On Hours (POH) (25% Duty) 200 million strokes/wire	
Control Panel	6 switches and 10 LEDs	
Supported Operating System Printer Driver	Microsoft Windows 7 / 8 / 10	
Warranty	Should be covered by At least One (1) year service and hardware warranty	

ONE (1) 24-Pin DOT MATRIX PRINTER

DESCRIPTION	REQUIREMENT	COMPLIANCE
Printer Technology Printing Method Number of Pins in head Print Direction Control Code	Must be Impact dot matrix Must be Twenty-four (24) Bi-direction with logic seeking ESC/P2, IBM PPDS emulation	
Printer Speed High Speed Draft 10 / 12 cpi Draft 10 / 12 / 15 cpi Draft Condensed 17 / 20 cpi Letter Quality 10 / 12 / 15 cpi Letter Quality Condensed 17 / 20 cpi	480 / 576 cps 360 / 432 / 540 cps 308 / 360 cps 120 / 144 / 180 cps 205 / 240 cps	
Printable Columns Pitch 10/12/15/17/20 cpi	136/ 163/ 204/ 233/ 272 cpi	
Paper Handling Paper Path Line Spacing	Must be manual insertion (front or rear in, top out), Push Tractor (front or rear in, top out), Pull Tractor (front or rear or bottom in, top out) Must be 4.23mm (1/6") or programmable in increments of 0.0706mm (1/360")	
Acoustic Noise	54 dB	
Input Data Buffer	128 KB	
Interface	Bi-directional parallel interface (IEEE-1284 nibble mode supported), USB 2.0 (Full Speed)	
Ribbon Cartridge Standard Ribbon Life	Fabric Ribbon Cartridge (Black) Approx. 15 million Characters	
Reliability Mean Print Volume Between Failure (MVBF) Mean Time Between Failure (MTBF) Print Head Life	40 million lines (except print head) 20,000 Power On Hours (POH) (25% Duty) 400 million strokes/wire	
Control Panel	6 switches and 10 LEDs	
Supported Operating System Printer Driver	Microsoft Windows 7 / 8 / 10	
Warranty	Should be covered by At least One (1) year service and hardware warranty	

SIXTY-SIX (66) MONOCHROME LASER PRINTER

DESCRIPTION	REQUIREMENT	COMPLIANCE
Printer Type	Must be Laser	
Print Speed First Page out (Ready) First Page out (Sleep)	Must be up to 20 ppm As fast as 7.6 sec As fast as 14 sec	
Processor	Must have at least 500 MHz	
Memory	Must have at least 32 MB	
Display	LED	
Connectivity	Wi-Fi and USB	
Print Resolution	Up to 600 x 600 dpi	
Paper Capacity	Up to 100 sheets	
Sustainable Impact Specifications	Must be Mercury-Free	
Acoustic Power Emissions (Ready)	2.6 B(A)	
Power Consumption	365 Watts (active printing)	
Paper Size	A4, Folio (8.5x13 in), or Legal	
Accessories	Must include power cord and adapter and USB cable	
System Requirements	Windows and Mac OS X	
Warranty	Should be covered by At least One (1) year service and hardware warranty	

THREE (3) HEAVY DUTY DOCUMENT SCANNER WITH ADF

DESCRIPTION	REQUIREMENT	COMPLIANCE
Scanner type	Must be Flatbed with ADF	
Scan Technology	Must be Charge Coupled Device (CCD)	
Scanning Resolution	Up to 600 x 600dpi	
Scan File Format	PDF and JPG	
Connectivity	Must have a USB 2.0	
Memory	Must have at least 768 MB	
Processor Speed	Must have at least 1.3 GHz	
Scanning Document Size	ADF: 8.5 x 34 in (Maximum) 2.75 x 5.8 in (Minimum) Flatbed: 8.5 x 14 in	
ADF Capacity	Must be 100 sheets (Standard)	
Maximum Scanning Speed (ADF)	Must be 50 ppm/100 ipm (b&w, color, grayscale, 200 dpi)	
Scanner Advance Feature	Auto exposure, Auto threshold, Auto detect color, Background smooth/removal, Remove Noise, Auto detect size, Straighten content, Enhance content, Multi-streaming, Auto feed, Multi-feed detection sensor, Auto orient, Multi-color dropout, Channel color dropout, Edge erase, Resize page, Delete blank page, Merge pages, Hole fill, Digital stamps, Metadata capture, PDF permissions, PDF digital signatures, Document separation (Blank page, Barcode)	
Duplex ADF scanning	Must be supported	
Multi feed detection	Must be ultrasonic	
Light source (scanning)	Light Emitting Diode (LED)	
Output resolution (dpi) settings	Up to 600	
Operating Systems	Must support Windows 10	
Accessories	ADF Roller replacement kit Must include power cord and adapter and USB cable	
Warranty	Should be covered by At least One (1) year service and hardware warranty	

SIX (6) DOCUMENT SCANNER WITH ADF

DESCRIPTION	REQUIREMENT	COMPLIANCE
Scanner type	Must be Flatbed with ADF	
Scan Technology	Must be Contact Image Sensor (CIS)	
Scanning Resolution	At least 600 x 600dpi	
Scan File Format	PDF and JPG	
Connectivity	Must have a USB 2.0	
Memory	Must have at least 64 MB	
Processor Speed	Must have at least 120 MHz	
Scanning Document Size	ADF: 8.5 x 122 in (Maximum) 3.5 x 5.8 in (Minimum) Flatbed: 8.5 x 11.7 in	
ADF Capacity	Must be 50 sheets (Standard)	
Maximum Scanning Speed	Must be 20 ppm/40 ipm (b&w, color, grayscale, 300 dpi)	
Scanner Advance Feature	Auto exposure, Auto threshold, Auto detect color, Background smooth/removal, Auto detect size, Straighten content, Enhance content, Auto orient, Multi-color dropout, Edge erase, Delete blank page, Merge pages, Hole fill, Document separation (single page)	
Duplex ADF scanning	Must be supported	
Light source (scanning)	Light Emitting Diode (LED)	
Output resolution (dpi) settings	75; 150; 200; 240; 300; 400; 500; 600; and 1200	
Operating Systems	Must support Windows 10	
Accessories	Must include roller replacement kit power cord and adapter and USB cable	
Warranty	Should be covered by At least One (1) year service and hardware warranty	

One (1) PROJECTOR A

DESCRIPTION	REQUIREMENT	COMPLIANCE
Projection Technology	Must be 3LCD	
LCD Size Resolution	Must be 0.59" (C2 Fine) Must be WXGA	
Lens Type F-Number Focal Length Zoom Ratio Throw Ratio	No Optical Zoom/Focus (Manual) Must be 1.60 Must be 6.4mm Must be 1.0 – 1.35 (Digital Zoom) Must be 0.48 – 0.65 (Wide – Tele)	
Lightsource Type Life	Must be Laser Diode At least 20,000 hours (Normal) / 30,000 hours (Extended)	
Brightness White Light Output (Normal/Eco) Colour Light output (Normal)	At least 3,800lm/2,660lm At least 3,800lm	
Contrast Ratio	Over 2,500,000:1	
Internal Speaker(s) Sound Output	16W Monoaural	
Keystone Correction Vertical / Horizontal Horizontal Slide Keystone Correction	$\pm 5^\circ$ / $\pm 15^\circ$ Must be capable	
Connectivity	Must have D-Sub 15Pin, HDMI, USB Type A and B, RS-232C, Stereo Mini Jack, Network (Wired and Wireless LAN)	
Operating Altitude	From 0 – 3,048 m < 0 – 10,000 ft>	
Dimension (D x W x H)	337 x 325 x 90 mm	
Weight	Not more than 4.5kg	
Fan Noise (Normal / Eco)	Must not more than 36dB / 26dB	
Accessories	Must have HDMI and VGA Cable, Power cable, Ceiling Mounting, Carrying case, Remote Control with batteries	
Screen (Ft)	7' x 12'	
Warranty	Should be covered by at least One (1) year service and hardware warranty	

One (1) PROJECTOR B

DESCRIPTION	REQUIREMENT	COMPLIANCE
Projection Technology	Must be RGB liquid crystal shutter projection system	
LCD Size Resolution	Must be 0.55" (D10) Must be XGA	
Lens Type F-Number Focal Length Zoom Ratio Throw Ratio	Optical Zoom (Manual) / Focus (Manual) Must be 1.49 – 1.72 Must be 16.9 – 20.28 mm Must be 1 – 1.2 Must be 1.48 – 1.77 (Wide – Tele)	
Lamp Type Life (Normal / Eco)	Must be 210W UHE At least 6,000 hours / 10,000 hours	
Brightness White Light Output (Normal/Eco) Colour Light output	At least 3,600lm/2,235lm At least 3,600lm	
Contrast Ratio	Over 15,000:1	
Internal Speaker(s) Sound Output	2W Mono	
Geometric Correction Vertical / Horizontal Horizontal Slide Keystone Correction	$\pm 30^\circ$ / $\pm 30^\circ$ Must be capable	
Connectivity	Must have D-Sub 15Pin, HDMI, USB Type A and B	
Operating Altitude	From 0 – 3,000 m < 0 – 9,843 ft>	
Dimension (D x W x H)	234 x 302 x 77 mm	
Fan Noise (Normal / Eco)	Must not more than 37dB / 28dB	
Accessories	Must have HDMI and VGA Cable, Power cable, Soft Carrying case, Remote Control with batteries	
Screen (Ft)	7' x 12'	
Warranty	Should be covered by at least One (1) year service and hardware warranty	

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

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

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

Technical Documents

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

to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- (j) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
- (k) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);
or
A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

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

II. FINANCIAL COMPONENT ENVELOPE

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

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

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

Section IX. Forms

Bid Form

Date : _____
Project Identification No. : _____

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

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

If our Bid is accepted, we undertake:

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

[Insert this paragraph if Foreign-Assisted Project with the Development Partner:

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

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

_____	_____	_____
_____	_____	_____

(if none, state "None")]

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

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

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

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

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

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

Contract Agreement

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, particularly [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 in specified currency*] (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 as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:
 - i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
 - ii. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents 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;
 - iii. Performance Security;
 - iv. Notice of Award of Contract; and the Bidder’s conforme thereto; and
 - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**
3. In consideration for the sum of [*total contract price in words and figures*] or such other sums as may be ascertained, [*Named of the bidder*] agrees to [*state the object of the contract*] in accordance with his/her/its Bid.

4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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.

[Insert Name and Signature]

[Insert Name and Signature]

[Insert Signatory's Legal Capacity]

[Insert Signatory's Legal Capacity]

for:

for:

[Insert Procuring Entity]

[Insert Name of Supplier]

Acknowledgment

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

Omnibus Sworn Statement (Revised)

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

AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

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]

Bid Securing Declaration Form

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

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

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

I/We, the undersigned, declare that:

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

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

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

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

For Goods Offered from Within the Philippines

Name of Bidder _____ Project ID No. _____ Page ___ of ___

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

Name: _____

Legal Capacity: _____

Signature: _____

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

For Goods Offered from Abroad

Name of Bidder _____ Project ID No. _____ Page ___ of ___

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)

Name: _____

Legal Capacity: _____

Signature: _____

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

