

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Procurement of GOODS

Government of the Republic of the
Philippines

Sixth Edition
July, 2020

Preface

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

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

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

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

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

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

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Glossary of Acronyms, Terms, and Abbreviations

ABC –Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – Free Carrier” shipping point.

FOB – Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects,

irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid

Notes on the Invitation to Bid

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria (*e.g.*, the application of a margin of preference in bid evaluation).

The IB should be incorporated in the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.



Republic of the Philippines
Department of Education
NATIONAL CAPITAL REGION
SCHOOLS DIVISION OFFICE OF MUNTINLUPA CITY

**INVITATION TO BID FOR THE PROCUREMENT OF
GADGET - TABLETS FOR LEARNERS**

1. The *Schools Division Office-Muntinlupa City*, through the *Fiscal Year (FY) 2021 General Appropriations Act (GAA) 11518 with Sub-Allotment Release Order (Sub-ARO) No. NCR-21-08-0732, NCR-21-09-792, and NCR-21-06-0651* intends to apply the sum of *Seven Million Six Hundred Thirty Six Thousand Four Hundred Pesos (Php7,636,400.00)* being the ABC to payments under the contract for the *Procurement of Gadget-Tablet for Learners/ Project No. 2022-002*. Bids received in excess of the ABC shall be automatically rejected at the bid opening.
2. The *Schools Division Office-Muntinlupa City* now invites bids for the above Procurement Project Delivery of the Goods which is required on the following delivery schedules: **March 30, 2022**. Bidders should have completed, within 5 years from the date of the 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 procedure 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 *Schools Division Office-Muntinlupa City* and inspect the Bidding Documents at the address given below from **8:00 am – 5:00 pm**.

5. A Complete set of Bidding Documents may be acquired by interested Bidders on **February 15, 2022** from the **BAC Secretariat at the Student Center for Life Skills Building (SCLS), Centennial Avenue, Laguerta, Tunasan, Muntinlupa City** upon payment of the applicable fee for the Bidding Documents pursuant to the latest guidelines issued by the GPPB, upon payment in cash of a non-refundable fee by the interested bidders **in the amount of Five Thousand Pesos (₱5,000.00).**

The Schedule and Venue of the procuring activities are as follows:

Activity	Date	Venue
Posting	February 15-22, 2022	PhilGEPS
Issuance of Bidding Documents	February 15, 2022 - March 4, 2022 (8:00 am to 5:00 pm – Regular Office)	Schools Division Office Muntinlupa City or thru the official email of SDO-Muntinlupa BAC
Pre-Bid Conference	February 23, 2022, Wednesday, 1:30 pm	Invitation shall be sent by the BAC Secretariat to the email address of the bidders
Submission and Opening of Bids	March 8, 2022, Tuesday, 1:30 pm	Schools Division Office Muntinlupa City (SCLS Bldg. 4th floor Activity Center)

6. The **Schools Division Office-Muntinlupa City** will hold a Pre-Bid Conference on¹ **February 23, 2022, Wednesday, 1:30 pm** via Zoom, which shall be open to prospective bidders. Prospective Bidders shall obtain the Zoom ID from the authorized personnel of SDO-Muntinlupa City Bids and Awards Committee Secretariat.
7. Bids (in printed copies) must be duly received by the BAC Secretariat through manual submission to the office address indicated below, or thru any courier on or before **March 8, 2022, Tuesday 1:30 pm**. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening (face-to-face) shall be on **March 8, 2022, Tuesday, 1:30 p.m.** at the **Schools Division Office-Muntinlupa City (SCLS Bldg. 4th floor Activity Center), Centennial Ave., Laguerta, Tunasan, Muntinlupa**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The **Schools Division Office-Muntinlupa City** 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

Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

11. For further information, please refer to:

Ms. Phoebe R. Arroyo

BAC Secretariat-Chair

SDO Muntinlupa City

Centennial Avenue, Laguerta, Tunasan, Muntinlupa City

(02) 805-9938 / (02) 805-9940 loc. 120

sdomuntinlupabacsec@gmail.com

Ms. Lourdes V. Rodilla

BAC Secretariat-Member

SDO Muntinlupa City

Centennial Avenue, Laguerta, Tunasan, Muntinlupa City

(02) 805-9938 / (02) 805-9940 loc. 224

sdomuntinlupabacsec@gmail.com

12. You may visit the website: <http://depedmuntinlupa.ph> for the downloading of the Bidding Documents.

NERISSA R. LOMEDA PhD

BAC Chair

February 15, 2022

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

This Section on the Instruction to Bidders (IB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

1. Scope of Bid

The Procuring Entity, *Schools Division Office-Muntinlupa City* wishes to receive Bids for the *Procurement of Gadget-Tablet for Learners*, with identification number *Project No. 2022-002*.

2. Funding Information

1. The GOP through the source of funding as indicated below *Fiscal Year (FY) 2021 General Appropriations Act (GAA) 11518 with Sub-Allotment Release Order (Sub-ARO) No. NCR-21-08-0732, NCR-21-09-792, and NCR-21-06-0651* in the amount of *Seven Million Six Hundred Thirty Six Thousand Four Hundred Pesos (PhP7,636,400.00)*.
2. The source of funding is NGA, the General Appropriations Act or Special Appropriations.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
- a. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.
 - b. For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding: the Bidder should comply with the following requirements: *[Select either failure or monopoly of bidding based on market research conducted]*
 - i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least *fifty percent (50%) in the case of non-expendable supplies and services or twenty-five percent (25%) in the case of expendable supplies* of the ABC for this Project; and
 - ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

1. Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on **February 23, 2022, Wednesday, 1:30 pm via Zoom** 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

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)**.
2. The Bidder's SLCC as indicated in **IB** Clause 5.3 should have been completed within **5 years** prior to the deadline for the submission and receipt of bids.
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

1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
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.
3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

5. Financial proposals for single or multi-year Framework Agreement shall be submitted before the deadline of submission of bids as prescribed in the **IB**. For multi-year Framework Agreement, evaluation of the financial proposal during this stage is for purposes of determining eligibility and whether or not such financial proposal is within the ABC.

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in e.
- 12.2. For Framework Agreement, the following should also apply in addition to Clause 12.1:
 - a. For a single year Framework Agreement, the prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.
 - b. For a multi-year Framework Agreement, the prices quoted by the Bidder during submission of eligibility documents shall be the ceiling and the price quoted during mini-competition must not exceed the initial price offer. The price quoted during call for mini-competition shall be fixed during the Bidder's performance of that Call-off and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.

13. Bid and Payment Currencies

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

14. Bid Security

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**.
2. The Bid and bid security shall be valid until **December 31, 2022**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
3. In the case of Framework Agreement, other than the grounds for forfeiture under the 2016 revised IRR, the bid security may also be forfeited if the successful bidder fails to sign the Framework Agreement, or fails to furnish the performance security or performance securing declaration. Without prejudice on its forfeiture, bid securities shall be returned only after the posting of performance security or performance securing declaration, as the case may be, by the winning Bidder or compliant Bidders and the signing of the Framework Agreement.

15. Sealing and Marking of Bids

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

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

16. Deadline for Submission of Bids

- 16.1. The Bidders shall submit (physical or through courier) on the specified date and time to its physical address indicated in paragraph 5 of the **IB**.
- 16.2. For multi-year Framework Agreement, the submission of bids shall be for the initial evaluation of their technical and financial eligibility. Thereafter, those declared eligible during the said initial eligibility evaluation and entered into a Framework Agreement with the Procuring Entity shall submit anew their best financial offer at the address and on or before the date and time indicated in the Call for each mini-competition.

¹ In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

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

19. Detailed Evaluation and Comparison of Bids

1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

- a. In the case of single-year Framework Agreement, the Lowest Calculated Bid shall be determined outright after the detailed evaluation;

- b. For multi-year Framework Agreement, the determination of the eligibility and the compliance of bidders with the technical and financial aspects of the projects shall be initially made by the BAC, in accordance with Item 7.4.2 of the Guidelines on the Use of Framework Agreement.

2. The Project shall be awarded by Lot.

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

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

20. Post-Qualification

- 20.1. For multi-year Framework Agreement, all bidders initially determined to be eligible and financially compliant shall be subject to initial post-qualification. The BAC shall then recommend the execution of a Framework Agreement among all eligible, technically and financially compliant bidders and the Procuring Entity and shall be issued by HOPE a Notice to Execute Framework Agreement. The determination of the Lowest Calculated Bid (LCB) shall not be performed by the BAC until a Mini-Competition is conducted among the bidders who executed a Framework Agreement. When a Call for Mini-Competition is made, the BAC shall allow the bidders to submit their best financial proposals on such pre-scheduled date, time and place to determine the bidder with the LCB.

- 20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, or in the case of multi-year Framework Agreement, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant, the Bidder shall submit its latest income and business tax returns filed and paid either manually or through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**. For every mini-competition in Framework Agreement, the LCB shall likewise submit the required documents for final Post Qualification.

21. Signing of the Contract

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

- 21.2. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Framework Agreement Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.

- 21.3. Within ten (10) calendar days from receipt of the Notice to Execute Framework Agreement with the Procuring Entity, the successful Bidder or its duly authorized representative shall formally enter into a Framework Agreement with the procuring entity for an amount of One Peso to be paid to the procuring entity as a consideration for the option granted by the procuring entity to procure the items in the Framework Agreement List when the need arises.

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

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the IB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

- a. Information that specifies and complements provisions of the IB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the IB as necessitated by the circumstances of the specific procurement, must also be incorporated.

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. Supply and Delivery of Tablet b. completed within 5 years prior to the deadline for the submission and receipt of bids.
7.1	Not Applicable – Subcontracting is not allowed
12	The price of the goods shall be quoted DDP
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> a. The amount of not less than P 152,728.00 if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than P 381,820.00 if bid security is in Surety Bond.
19.3	Not Applicable

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract.

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

- 2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.
- 2.3. For a single-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier in its bid.
- 2.4. For multi-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier during conduct of Mini-Competition.

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184. *In the case of Framework Agreement*, the Bidder may opt to furnish the performance security or a Performance Securing Declaration as defined under the Guidelines on the Use of Framework Agreement.

4. Inspection and Tests

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

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

5. Warranty

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.
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

Notes on the Special Conditions of Contract

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

Special Conditions of Contract

GCC Clause																																																																												
1	Delivery and Documents –																																																																											
	<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>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">NAME</th> <th style="text-align: center;">Position/ Designation</th> <th style="text-align: center;">School/Office</th> </tr> </thead> <tbody> <tr> <td colspan="3" style="text-align: center;">SCHOOL PRINCIPALS / OFFICERS-IN-CHARGE</td> </tr> <tr> <td colspan="3">ELEMENTARY SCHOOLS</td> </tr> <tr> <td colspan="3">District I</td> </tr> <tr> <td>MA. AURORA S. BARTOLABA, Ed. D.</td> <td>Principal IV</td> <td>Muntinlupa Elem. Sch.</td> </tr> <tr> <td>EDIZER C. LAQUEO</td> <td>Principal II</td> <td>Bayanan Elem. School Main</td> </tr> <tr> <td>ANTONIO C. GAGALA</td> <td>Principal III</td> <td>Itaas Elem. School</td> </tr> <tr> <td>RAUL T. FELIX</td> <td>Principal IV</td> <td>Poblacion Elementary School</td> </tr> <tr> <td>FELIPE W. MARAPAO</td> <td>Asst. Principal II</td> <td>Putatan Elem. School</td> </tr> <tr> <td>JENNIFER JOSON</td> <td>Principal II</td> <td>Tunasan Elem. School</td> </tr> <tr> <td>MARIA HAZEL B. HERNANDEZ</td> <td>Principal II</td> <td>Victoria Homes Elem. School</td> </tr> <tr> <td>NOEMI B. ZARATE</td> <td>Principal II</td> <td>Soldiers' Hills Elem. School</td> </tr> <tr> <td>REYNALDO O. COMISARIO</td> <td>OIC - Principal</td> <td>F. De Mesa Elem. School</td> </tr> <tr> <td colspan="3"> </td> </tr> <tr> <td colspan="3">District II</td> </tr> <tr> <td>SHELLA C. NAVARRO, Ed. D.</td> <td>Principal IV</td> <td>Alabang Elem. School</td> </tr> <tr> <td>OLIVIA G. ELLOSO</td> <td>OIC - Principal</td> <td>Filinvest Alabang Elem. School</td> </tr> <tr> <td>EDEN G. CADO</td> <td>OIC - Principal</td> <td>Bagong Silang Elem. School</td> </tr> <tr> <td>BUENA A. DELA CRUZ, Ed. D.</td> <td>Principal II</td> <td>Bayanan Elem. School Unit I</td> </tr> <tr> <td>HILARIO O. CANASA</td> <td>Principal I</td> <td>Buli Elementary School</td> </tr> <tr> <td>RHODORA V. MANDAP</td> <td>Principal III</td> <td>Cupang Elementary School</td> </tr> <tr> <td>MARY ANN C. ESMERIA</td> <td>OIC - Principal</td> <td>Cupang Elem. School Annex</td> </tr> <tr> <td>JANE MAY C. VALBUENA</td> <td>Principal IV</td> <td>Sucacat Elementary School</td> </tr> <tr> <td>JAIME A. BAUTISTA</td> <td>OIC - Principal</td> <td>Sucacat Elem. Sch. Zone 3 Annex</td> </tr> <tr> <td>ALMA O. BITUIN</td> <td>OIC - Principal</td> <td>Sucacat Elem. Sch. Zone 4 Annex</td> </tr> </tbody> </table>	NAME	Position/ Designation	School/Office	SCHOOL PRINCIPALS / OFFICERS-IN-CHARGE			ELEMENTARY SCHOOLS			District I			MA. AURORA S. BARTOLABA, Ed. D.	Principal IV	Muntinlupa Elem. Sch.	EDIZER C. LAQUEO	Principal II	Bayanan Elem. School Main	ANTONIO C. GAGALA	Principal III	Itaas Elem. School	RAUL T. FELIX	Principal IV	Poblacion Elementary School	FELIPE W. MARAPAO	Asst. Principal II	Putatan Elem. School	JENNIFER JOSON	Principal II	Tunasan Elem. School	MARIA HAZEL B. HERNANDEZ	Principal II	Victoria Homes Elem. School	NOEMI B. ZARATE	Principal II	Soldiers' Hills Elem. School	REYNALDO O. COMISARIO	OIC - Principal	F. De Mesa Elem. School	 			District II			SHELLA C. NAVARRO, Ed. D.	Principal IV	Alabang Elem. School	OLIVIA G. ELLOSO	OIC - Principal	Filinvest Alabang Elem. School	EDEN G. CADO	OIC - Principal	Bagong Silang Elem. School	BUENA A. DELA CRUZ, Ed. D.	Principal II	Bayanan Elem. School Unit I	HILARIO O. CANASA	Principal I	Buli Elementary School	RHODORA V. MANDAP	Principal III	Cupang Elementary School	MARY ANN C. ESMERIA	OIC - Principal	Cupang Elem. School Annex	JANE MAY C. VALBUENA	Principal IV	Sucacat Elementary School	JAIME A. BAUTISTA	OIC - Principal	Sucacat Elem. Sch. Zone 3 Annex	ALMA O. BITUIN	OIC - Principal	Sucacat Elem. Sch. Zone 4 Annex
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	SCHOOL PRINCIPALS / OFFICERS-IN-CHARGE		
	SECONDARY SCHOOLS		
	District I		
	ANTONIO B. ROCHA, Ed. D.	Principal IV	Muntinlupa National HS
	ADOR B. QUERUBIN, Ed. D.	Principal IV	Tunasan National High School
	DAVID T. LIBAO	Principal II	Poblacion National High School
	FLORANTE C. MARMETO, Ed.D.	Principal IV	Muntinlupa Science HS
	District II		
	EDEN B. BINADAY	Principal III	Pedro E. Diaz High School
	VILMA S. VILORIA	Principal II	Muntinlupa Business HS
	ROCHELLE A. JIMENEZ	OIC - Principal	Munt. Business HS Sucat Annex
	INTEGRATED SCHOOL		
	District I		
	ROSENDO E. SANGALANG, Ed. D.	Principal IV	Lakeview Integrated School (former: LES/ PEDHS Lakeview Annex)

Payment

Payment 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 duly 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.

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 the documents submitted pursuant to the SCC provision for GCC Clause 6.2, and upon fulfilment of other obligations stipulated in this Contract.

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.

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

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 the 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.

Incidental Services

The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:

- 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.

Packaging

The Supplier shall provide such packaging of the goods as 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: Please refer to the attached Purchase Request.

Final Destination: Schools Division Office

Any special handling instructions: Properly sealed and keep it dry.

Fragile/Handle with Care

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

Transportation

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

Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.

Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.

The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.

Intellectual Property Rights

The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.

Section VI. Schedule of Requirements

The delivery schedule expressed as weeks stipulates hereafter a delivery date which is the date of delivery to the project site.

Item Description	Qty	Unit Cost	Total Cost
Procurement of Gadget-Tablet for Learners	1,123	₱ 6,800.00	₱ 7,636,400.00
<p>PROCESSOR: Quad - MTK Core 1.3 Ghz Memory: 2GB Display Size: 8-10 inches Display Type: IPS LCD Display Display Resolution: 800 x 1280 Pixels Storage: 32 GB Camera: SGS certified material tested HDD dual Front and Rear Camera Network: 4G LTE (Preferred) Wi-Fi 802.11 b/g/n Bluetooth Interface: Micro USB or Type C 3.5mm Audio Jack System: Test standard Certification of Compliance to digital learning software certification in accordance of EN55022:2010, EN61000 ISO CE type CC GB5110B Operating System: Android 9.0 or 10 Preference: Cyan Blue: CMYK (71,53,0,12) as anti-fencing measure Color: SGS material testing certified</p>			
<p>PHOSPHORIZATION (Zn) treatment Powder Coating. Material should have certification in accordance with NFPA 30 and OSHA 29 18001:2007 GB/t28001 and UL certification Material: SGS certificated material tested steel color material SGS certified material tested: GLOSSY CANDY texture for the purpose of standard checking, Screen must have SGS certified material testing.</p> <p>Coverage Grade 1 -11 Critical Thinking, Creative Thinking, Collaboration, Communication, Subject Matter Coverage based on K-12 DEPED Syllabus: Math (Statistics and Probability, Measurement, Patterns and Algebra, Geometry Numbers) English (Grammar, Fluency, Oral Language, Reading, Writing and Listening</p>			

<p>Comprehension, Word Recognition, Spelling, Vocabulary, Attitude, Research Strategies) Science (Earth and Space, Living Things and Environment, Force, Motion and Energy, Matter)</p>			
<p>Other Features: Multiple training programs, trial courses, exams and exercises for guided appreciation and understanding of Competencies and Subject Matters and Reading Modules in every grade level must be approved by the Schools Division Office. Including the LOGO of SDO Muntinlupa attached in the software and the Sample of the Tablet including the complete detailed software must be included as bid evaluation by TWG.</p> <p>Service 2 year Warranty: bidder must have a service center registered in Muntinlupa City. Single Largest Completed Contract must at least be supplied and accomplished together with satisfaction within 5 years 25% with educational offline software contract.</p>			
<p>DELIVERY DATE: Wednesday, March 30, 2022</p>			

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>
	<p>PROCESSOR: Quad - MTK Core 1.3 Ghz Memory: 2GB Display Size: 8-10 inches Display Type: IPS LCD Display Display Resolution: 800 x 1280 Pixels Storage: 32 GB Camera: SGS certified material tested HDD dual Front and Rear Camera</p>	

	<p>Network: 4G LTE (Preferred) Wi-Fi 802.11 b/g/n Bluetooth Interface: Micro USB or Type C 3.5mm Audio Jack System: Test standard Certification of Compliance to digital learning software certification in accordance of EN55022:2010, EN61000 ISO CE type CC GB5110B Operating System: Android 9.0 or 10 Preference: Cyan Blue: CMYK (71,53,0,12) as anti-fencing measure Color: SGS material testing certified</p>	
	<p>PHOSPHORIZATION (Zn) treatment Powder Coating. Material should have certification in accordance with NFPA 30 and OSHA 29 18001:2007 GB/t28001 and UL certification Material: SGS certificated material tested steel color material SGS certified material tested: GLOSSY CANDY texture for the purpose of standard checking, Screen must have SGS certified material testing.</p> <p>Coverage Grade 1 -11 Critical Thinking, Creative Thinking, Collaboration, Communication, Subject Matter Coverage based on K-12 DEPED Syllabus: Math (Statistics and Probability, Measurement, Patterns and Algebra, Geometry Numbers) English (Grammar, Fluency, Oral Language, Reading, Writing and Listening Comprehension, Word Recognition, Spelling, Vocabulary, Attitude, Research Strategies) Science (Earth and Space, Living Things and Environment, Force, Motion and Energy, Matter)</p>	
	<p>Other Features: Multiple training programs, trial courses, exams and exercises for guided appreciation and understanding of Competencies and Subject Matters and</p>	

	<p>Reading Modules in every grade level must be approved by the Schools Division Office. Including the LOGO of SDO Muntinlupa attached in the software and the Sample of the Tablet including the complete detailed software must be included as bid evaluation by TWG.</p> <p>Service 2 year Warranty: bidder must have a service center registered in Muntinlupa City. Single Largest Completed Contract must at least be supplied and accomplished together with satisfaction within 5 years 25% with educational offline software contract.</p>	
	Delivery Site:	Schools Division Office
	Delivery Date:	Wednesday, March 30, 2022

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

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

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

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

Technical Documents

- (f) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (g) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (h) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
or
Original copy of Notarized Bid Securing Declaration; **and**
- (i) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**

- (j) Original duly signed Omnibus Sworn Statement (OSS); **and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

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

Class "B" Documents

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

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

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

25. FINANCIAL COMPONENT ENVELOPE

- (a) Original copy of duly signed and accomplished Financial Bid Form; **and**
- (b) Original copy of duly signed and accomplished Price Schedule(s).

