Government of the Republic of the Philippines
Department of Science and Technology
Advanced Science and Technology Institute

## PHILIPPINE BIDDING DOCUMENTS

# Procurement of GOODS

Supply and Delivery of Various Mobile Workstation for DOST-ASTI

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.

### **Table of Contents**

Gloss	ary of Acronyms, Terms, and Abbreviations	4
Sectio	on I. Invitation to Bid	7
Sectio	on II. Instructions to Bidders	11
1.	Scope of Bid	
2.	Funding Information	
3.	Bidding Requirements	
4.	Corrupt, Fraudulent, Collusive, and Coercive Practices	12
5.	Eligible Bidders	12
6.	Origin of Goods	13
7.	Subcontracts	13
8.	Pre-Bid Conference	13
9.	Clarification and Amendment of Bidding Documents	14
10.	Documents comprising the Bid: Eligibility and Technical Components	14
11.	Documents comprising the Bid: Financial Component	14
12.	Bid Prices	14
13.	Bid and Payment Currencies	15
14.	Bid Security	15
15.	Sealing and Marking of Bids	15
16.	Deadline for Submission of Bids	16
17.	Opening and Preliminary Examination of Bids	16
18.	Domestic Preference	16
19.	Detailed Evaluation and Comparison of Bids	16
20.	Post-Qualification	17
21.	Signing of the Contract	17
Sectio	on III. Bid Data Sheet	18
Sectio	on IV. General Conditions of Contract	22
1.	Scope of Contract	23
2.	Advance Payment and Terms of Payment	23
3.	Performance Security	23
4.	Inspection and Tests	23
5.	Warranty	24
6.	Liability of the Supplier	24
Sectio	on V. Special Conditions of Contract	25
	on VI. Schedule of Requirements	
	on VII. Technical Specifications	
	on VIII. Checklist of Technical and Financial Documents	
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# Glossary of Acronyms, Terms, and Abbreviations

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

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

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

**CDA** - Cooperative Development Authority.

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

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

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

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

EXW - Ex works.

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

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

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

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

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

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

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

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

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

**UN** – United Nations.

## Section I. Invitation to Bid



## INVITATION TO BID FOR THE SUPPLY AND DELIVERY OF VARIOUS MOBILE WORKSTATION FOR DOST-ASTI

1. The Government of the Philippines (GOP) through the *Department of Science and Technology (DOST) – Advanced Science and Technology Institute (ASTI)*, through the *Fiscal Year 2025 General Appropriations Act*, intends to apply the following sum of money being the ABC to payments under the contract for each lot:

Lot No.	Description	Quantity	Unit	Unit Cost (₱)	ABC (₱)
1	Procurement of Laptops for HR Lite Phase 3 : Adoption and Sustainability for HR Lite and Various DOST-ASTI GAA Projects	4	Unit	47,299.50	189,198.00
2	Procurement of Three (3) Units of Laptops for Knowledge Data Bank	3	Unit	100,000.00	300,000.00
3	Procurement of Seven (7) Units of Laptops for AI Training and the System Administration	7	Unit	100,000.00	700,000.00
4	Procurement of One (1) Unit Laptop for Administrative	1	Unit	80,000.00	80,000.00
5	Mobile Workstation	5	Unit	120,000.00	600,000.00
6	Workstation Laptop	1	Unit	99,000.00	99,000.00
7	Workstation Laptop	2	Unit	85,500.00	171,000.00
	GRAND TOTAL				

- 2. The **DOST-ASTI** now invites bids for the above Procurement Project. Delivery of the Goods is required as specified in Section VI. Schedule of Requirements. Bidders should have completed, within three (3) years, specifically from 17 June 2022 to 16 June 2025 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 *DOST-ASTI* and inspect the Bidding Documents at the address given below during *8:00 AM to 5:00 PM*.
- 5. A complete set of Bidding Documents may be acquired by interested Bidders on 29 May 2025 from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Five Thousand Pesos Only (₱5,000.00) for all lots/items.

For lot procurement, the maximum fee for the Bidding Documents for each lot shall be based on its ABC, in accordance with the Guidelines issued by the GPPB; provided that the total fees for the Bidding Documents of all lots shall not exceed the maximum fee prescribed in the Guidelines for the sum of the ABC of all lots.

Approved Budget for the Contract	Maximum Cost of Bidding Documents
500,000.00 and below	₱500.00
More than 500,000 up to 1 Million	₱1,000.00
More than 1 Million up to 5 Million	₱5,000.00
More than 5 Million up to 10 Million	₱10,000.00
More than 10 Million up to 50 Million	₱25,000.00
More than 50 Million up to 500 Million	₱50,000.00
More than 500 Million	₱75,000.00

The Procuring Entity shall allow the bidder to present its proof of payment for the fees *in person or through electronic means*.

6. The **DOST-ASTI** will hold a Pre-Bid Conference on **05 June 2025**, **09:00 AM** through videoconferencing/webcasting **via Microsoft Teams** (**see details below**), which shall be open to prospective bidders.

https://bit.ly/3Z72n8K



- 7. Bids must be duly received by the BAC Secretariat through *manual submission* at the office address indicated below on or before *17 June 2025*, *9:00 AM*. 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 shall be on 17 June 2025, 9:30 AM at the given address below and/or via videoconferencing/webcasting via Microsoft Teams (see details below). Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

#### https://bit.ly/4jgmM29



- 10. The *DOST-ASTI* 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:

#### Ms. KATHERINE BABARAN-RAMOS

Head, Secretariat
Bids and Awards Committee (BAC)
c/o Procurement Management Section
Finance and Administration Division
Advanced Science and Technology Institute
G/F DOST-ASTI Bldg., C.P. Garcia Ave., U.P. Campus
Diliman, Quezon City 1101

Email: bac-sec@asti.dost.gov.ph

Tel. No.: +63 2 8249-8500 loc. 1212/1214

www.asti.dost.gov.ph

- 12. You may visit the following websites for downloading of Bidding Documents:
  - (i) DOST-ASTI website at <a href="https://asti.dost.gov.ph/">https://asti.dost.gov.ph/</a>; and
  - (ii) PhilGEPS website at <a href="https://notices.philgeps.gov.ph/">https://notices.philgeps.gov.ph/</a>.

28 May 2025 Date of Issue

> JEFFREY A. ABOROT Chairperson, DOST-ASTI BAC

## Section II. Instructions to Bidders

#### 1. Scope of Bid

The Procuring Entity, *DOST-ASTI* wishes to receive Bids for the *Supply and Delivery Various Mobile Workstation for DOST-ASTI*, with identification number *Invitation to Bid No. 25-05-028-B dd. 28 May 2025*.

The Procurement Project (referred to herein as "Project") is composed of *seven* (7) *items/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 *Fiscal Year 2025* in the amount of *Two Million One Hundred Thirty-Nine Thousand One Hundred Ninety-Eight Pesos Only (\$\mathbb{P}2,139,198.00)*.
- 2.2. 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.
- 5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:

- a. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
- b. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
- c. When the Goods sought to be procured are not available from local suppliers; or
- d. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. 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. The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

#### 6. Origin of Goods

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

#### 7. Subcontracts

7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that *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 through videoconferencing/webcasting as indicated in paragraph 6 of the **IB.** 

#### 9. Clarification and Amendment of Bidding Documents

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

#### 10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII** (Checklist of Technical and Financial **Documents**).
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *three* (3) *years*, *specifically from 17 June 2022 to 16 June 2025* prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

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

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII** (**Checklist of Technical and Financial Documents**).
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

#### 12. Bid Prices

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

- a. For Goods offered from within the Procuring Entity's country:
  - i. The price of the Goods quoted EXW (ex-works, ex-factory, exwarehouse, ex-showroom, or off-the-shelf, as applicable);
  - ii. The cost of all customs duties and sales and other taxes already paid or payable;
  - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
  - iv. The price of other (incidental) services, if any, listed in 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, 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 Declaration 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 *one hundred twenty (120) calendar days from the date of opening of bids*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

#### 15. Sealing and Marking of Bids

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

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

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

#### 16. Deadline for Submission of Bids

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

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

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

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

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

#### 18. Domestic Preference

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

#### 19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring 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. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII** (**Technical Specifications**), although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the

- 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows one Project having several items, which shall be awarded as separate contracts per item.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

#### 20. Post-Qualification

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

#### 21. Signing of the Contract

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

## Section III. Bid Data Sheet

## **Bid Data Sheet**

ITB Clause				
5.3	For this purp	ose, contracts similar to the P	roject shall be:	
	a. Supply and Delivery of Various Mobile Workstation and/or Laptops;			
	_	leted within <i>three (3) years</i> , a 2025 prior to the deadline for		
7.1	No further in	istructions.		
12	Technopark,	the Goods shall be quoted DI <i>UP Campus, Diliman, Que</i> Commercial Terms (INCOT)	ezon City 1101 and	d/or the applicab
14.1	following for	rity shall be in the form of a Brans and amounts:	-	ration, or any of to
	Eight amou	ty-Three Pesos and 96/100 ants (if per lot), if bid security draft/guarantee or irrevocable	Only (₱42,783.96) is in cash, cashier'	•
	Eight amou	ty-Three Pesos and 96/100 ants (if per lot), if bid security	Only (₱42,783.96) is in cash, cashier'	•
	Eight amou bank	perpension and 96/100 ants (if per lot), if bid security draft/guarantee or irrevocable per lot)  Description  Procurement of Laptops for HR Lite Phase 3: Adoption and Sustainability for HR Lite and Various DOST-ASTI GAA	Only (\$\mathcal{P}42,783.96) is in cash, cashier' e letter of credit:  Total Amount /	s/manager's chec
	Eight amou bank Lot No.	ty-Three Pesos and 96/100 ants (if per lot), if bid security draft/guarantee or irrevocable  Description  Procurement of Laptops for HR Lite Phase 3 : Adoption and Sustainability for HR Lite and	Only (₱42,783.96) is in cash, cashier' e letter of credit:  Total Amount / ABC (₱)	s/manager's chec
	Eight amou bank  Lot No.	person and 96/100 ants (if per lot), if bid security draft/guarantee or irrevocable  Description  Procurement of Laptops for HR Lite Phase 3: Adoption and Sustainability for HR Lite and Various DOST-ASTI GAA Projects  Procurement of Three (3) Units of Laptops for Knowledge Data	Only (₱42,783.96) is in cash, cashier's letter of credit:  Total Amount / ABC (₱)	s/manager's chec  Bid Security (₱)  3,783.96
	Eight amou bank  Lot No.	per lot), if bid security draft/guarantee or irrevocable  Description  Procurement of Laptops for HR Lite Phase 3 : Adoption and Sustainability for HR Lite and Various DOST-ASTI GAA Projects  Procurement of Three (3) Units of Laptops for Knowledge Data Bank  Procurement of Seven (7) Units of Laptops for AI Training and	Only (₱42,783.96) is in cash, cashier' e letter of credit:  Total Amount / ABC (₱)  189,198.00  300,000.00	s/manager's chec  Bid Security (₱)  3,783.96  6,000.00
	Eight amou bank  Lot No.	Description  Procurement of Laptops for HR Lite Phase 3: Adoption and Sustainability for HR Lite and Various DOST-ASTI GAA Projects  Procurement of Three (3) Units of Laptops for Knowledge Data Bank Procurement of Seven (7) Units of Laptops for AI Training and the System Administration Procurement of One (1) Unit	Only (₱42,783.96) is in cash, cashier' e letter of credit:  Total Amount / ABC (₱)  189,198.00  700,000.00	s/manager's chec  Bid Security (₱)  3,783.96  6,000.00  14,000.00
	## Eight amout bank    Lot No.	Procurement of Laptops for HR Lite Phase 3: Adoption and Sustainability for HR Lite and Various DOST-ASTI GAA Projects  Procurement of Three (3) Units of Laptops for Knowledge Data Bank  Procurement of Seven (7) Units of Laptops for AI Training and the System Administration  Procurement of One (1) Unit Laptop for Administrative	Only (₱42,783.96) is in cash, cashier's letter of credit:  Total Amount / ABC (₱)  189,198.00  700,000.00  80,000.00	s/manager's chec  Bid Security (₱)  3,783.96  6,000.00  14,000.00  1,600.00

**Total Amount /** 

ABC (₱)

Bid Security (₱)

Description

Procurement of Laptops for HR

Lot No.

	7	Workstation Laptop	171,000.00	8,550.00
	6	Workstation Laptop	99,000.00	4,950.00
	5	Mobile Workstation	600,000.00	30,000.00
	4	Procurement of One (1) Unit Laptop for Administrative	80,000.00	4,000.00
	3	Procurement of Seven (7) Units of Laptops for AI Training and the System Administration	700,000.00	35,000.00
	2	Procurement of Three (3) Units of Laptops for Knowledge Data Bank	300,000.00	15,000.00

19.3 The project will be awarded per item/lot, as follows:

Lot No.	Description	Quantity	Unit
1	Procurement of Laptops for HR Lite Phase 3 : Adoption and Sustainability for HR Lite and Various DOST-ASTI GAA Projects	4	Unit
2	Procurement of Three (3) Units of Laptops for Knowledge Data Bank	3	Unit
3	Procurement of Seven (7) Units of Laptops for AI Training and the System Administration	7	Unit
4	Procurement of One (1) Unit Laptop for Administrative	1	Unit
5	Mobile Workstation	5	Unit
6	Workstation Laptop	1	Unit
7	Workstation Laptop	2	Unit

- The following income and business tax returns are required to be submitted within five (5) calendar days from receipt of notice from the DOST-ASTI BAC:
  - a. Latest Income Tax Returns; and
  - b. Latest Value Added Tax Returns six (6) months prior to the submission of bids.

The income and business tax returns stated above should have been filed through Electronic Filing and Payment System or eFPS.

Documents submitted during post-qualification or as part of post-qualification documents must be certified by the bidder's authorized representative to be true copy/ies of the original.

- Additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity:
  - a. Proof of Authority of the Bidder's authorized representative/s, i.e., Secretary's Certificate or Special Power of Attorney;
  - b. Proof of Offers for manufacturer's supplied items containing all the technical information about the product, i.e., product brochures, unamended product literature, etc.; and
  - c. Proof of Warranty; and

d. Service Level Agreement (pro-forma provided for under Section VIII. Checklist of Technical and Financial Documents).

## Section IV. General Conditions of Contract

#### 1. Scope of Contract

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

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

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

#### 2. Advance Payment and Terms of Payment

- 2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

#### 3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than 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** 

aac	Special Conditions of Contract
GCC Clause	
1	Delivery and Documents –
	For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:
	For Goods supplied from abroad, the delivery terms applicable to the Contract are DDP delivered to (1) DOST-ASTI, CP Garcia Ave., UP Technopark, UP Campus, Diliman, Quezon City 1101; (2) DOST-ASTI Extension Office, Room 409, National Engineering Center – University of the Philippines, Diliman, Quezon City. In accordance with INCOTERMS.
	For Goods supplied from within the Philippines, the delivery terms applicable to this Contract are delivered to (1) DOST-ASTI, CP Garcia Ave., UP Technopark, UP Campus, Diliman, Quezon City 1101; (2) DOST-ASTI Extension Office, Room 409, National Engineering Center – University of the Philippines, Diliman, Quezon City. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.
	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).
	For purposes of this Clause the Procuring Entity's Representative at the Project Site is <i>Ms. Mary Drol Dee Q. Gilla, Property and Supply Officer</i> and/or her authorized <i>Property and Supply Inspector/Investigator</i> .
2.2	Payments shall be made only upon certification by the Head of the Procuring Entity or End-user Unit that the Goods are delivered in accordance with the terms of this contract and are duly inspected and accepted.
4	The inspections and tests will be conducted as required by the End-user Unit and/or Property and Supply Section.

## Section VI. Schedule of Requirements

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

Lot No.	Description	Quantity	Total	Delivered, Weeks/Months
1	Procurement of Laptops for HR Lite Phase 3: Adoption and Sustainability for HR Lite and Various DOST- ASTI GAA Projects	Four (4) Unit	Four (4) Units	Forty-five (45) days calendar days upon issuance of Notice to Proceed (NTP).
2	Procurement of Three (3) Units of Laptops for Knowledge Data Bank	Three (3) Unit	Three (3) Unit	Forty-five (45) days calendar days upon issuance of NTP.
3	Procurement of Seven (7) Units of Laptops for AI Training and the System Administration	Seven (7) Unit	Seven (7) Unit	Forty-five (45) days calendar days upon issuance of ntp.
4	Procurement of One (1) Unit Laptop for Administrative	One (1) Unit	One (1) Unit	Forty-five (45) days calendar days upon issuance of NTP.
5	Mobile Workstation	Five (5) Unit	Five (5) Unit	Thirty (30) calendar days upon issuance of NTP.
6	Workstation Laptop	One (1) Unit	One (1) Unit	Thirty (30) calendar days upon issuance of NTP.
7	Workstation Laptop	Two (2) Unit	Two (2) Unit	Sixty (60) calendar days upon issuance of NTP.

## Section VII. Technical Specifications

#### **Technical Specifications**

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.

\*Please do not indicate other remarks aside from comply or not comply.

LOT NO.	SPECIFICATION	STATEMENT OF COMPLIANCE
1	PROCUREMENT OF LAPTOPS FOR HR LITE PHASE 3: ADOPTION AND SUSTAINABILITY FOR HR LITE AND VARIOUS DOST-ASTI GAA PROJECTS	
	1. GENERAL OVERVIEW	
	1.1. DOST-ASTI is seeking qualified and competent bidders for the procurement of laptops for the KM Unit and for the HR Lite Project, viz:	
	1.1.1. Laptops for the Project "HR Lite Phase 3: Adoption and Sustainability of HR Lite"- Two (2) units	
	1.1.2. Laptops for Various DOST-ASTI GAA Projects- Two (2) units	
	1.2. The Approved Budget for the Contract is inclusive of all applicable government taxes and service charges.	
	2. TECHNICAL SPECIFICATIONS	
	2.1. Quantity: Four (4) units of laptops	
	2.2. Processor: Intel® Core™ i5-1235U or better	
	2.3. Memory: At least 16 GB DDR4	
	2.4. Display: Maximum of 15.6" diagonal, Full HD 2.5. Storage: At least 512 GB PCle@ NVMe <sup>TM</sup> M.2 SSD	
	2.6. Battery: At least 41Wh battery capacity	
	2.7. Audio: Dual speakers	

	2.8. 720p HD camera with temporal noise reduction	
	and integrated dual array digital microphones	
	2.9. Ports:	
	2.9.1. At least one (1) USB-C	
	2.9.2. At least two (2) USB-A	
	2.9.3. One (1) HDMI	
	2.9.4. Headphone/mic combo	
	•	
	2.10. Operating System: Windows 11	
	2.11. Inclusions:	
	2.11.1. Power adapter and cable	
	3. WARRANTY	
	3.1. Must have at least twelve (12) months of warranty	
	from the time of delivery.	
	3.2. Warranty service shall commence from the date of	
	end-user acceptance.	
	3.3. Replacement units should be provided for defective	
	units, fifteen (15) days upon receipt of notice from	
	End-users / DOST-ASTI Property and Supply	
	Section.	
	3.4. Defective units may be defined as units not	
	working upon testing or units that have failed to	
	working upon testing of units that have failed to work after testing.	
	work after testing.	
	4 DELIVEDY AND DAYMENT TEDMS	
	4. DELIVERY AND PAYMENT TERMS	
	4.1. The goods must be delivered within forty-five (45)	
	calendar days upon issuance of Notice to Proceed.	
	4.2. Full payment will only be processed once the item	
	is completely delivered, inspected, and accepted by	
	the DOST-ASTI. No payment shall be made for	
	items not delivered under this contract.	
2	PROCUREMENT OF THREE (3) UNITS OF	
2	LAPTOPS FOR KNOWLEDGE DATA BANK	
	1. GENERAL OVERVIEW	
	1.1. DOST-ASTI is seeking qualified and competent	
	bidders for the procurement of three (3) units of	
	various laptop computers to be used by KMD staff	
	working on the PROPEL project.	
	1.2. The Approved Budget for the Contract (ABC) is	
	inclusive of all applicable government taxes and	
	service charges.	
	service charges.	
	2 TECHNICAL OPECIFICATIONS	
	2. TECHNICAL SPECIFICATIONS	
	2.1. Quantity and preferred color:	
	2.1.1. Two (2) units of dark grey	
	2.1.2. One (1) unit of silver	

	2.2 CDU 0.C	
	2.2. CPU: 8-Core	
	2.3. GPU: 10-Core	
	2.4. Memory: At least 24 GB	
	2.5. Storage: At least 512 GB SSD	
	2.6. Body: Aluminum case, preferably dark grey in color	
	2.7. Display: Maximum of 13.6-inch (diagonal) LED-backlit display	
	2.8. With trackpad, charging port and USB ports, and 3.5mm headphone jack	
	2.9. Inclusive of USB-C Power Adapter and cable	
	2.10. Battery: Up to 15 hours wireless web	
	2.11. Supports wireless Wi-Fi 6E and Bluetooth 5.3	
	2.12. Accessories:	
	2.12.1. Charger (Power adapter and cable)	
	2.12.2. Laptop bag	
	3. WARRANTY	
	3.1. Must have at least twelve (12) months of warranty	
	from the time of delivery	
	3.2. Warranty service shall commence from the date of	
	enduser acceptance.	
	3.3. Replacement units should be provided for	
	defective units, fifteen (15) days upon receipt of	
	notice from End-users / DOST-ASTI Property and	
	Supply Section.	
	3.4. Defective units may be defined as units not	
	working upon testing or units that have failed to	
	work after testing.	
	4 DELIVEDY AND DAVIMENT TERMS	
	4. DELIVERY AND PAYMENT TERMS	
	4.1. The goods must be delivered within forty-five (45)	
	days calendar days upon issuance of Notice to Proceed (NTP).	
	4.2. Full payment will only be given once the item is	
	completely delivered, inspected, and accepted by	
	the End-user.	
	4.3. No payment shall be made for the supplies and	
	materials not yet delivered under this contract	
	DDOCUDEMENTS OF CEVEN (*) VINTES OF	
3	PROCUREMENT OF SEVEN (7) UNITS OF LAPTOPS FOR AI TRAINING AND THE SYSTEM	
	ADMINISTRATION	
	1. GENERAL OVERVIEW	
	1.1. DOST-ASTI is seeking qualified and competent	
	bidders for the procurement of seven (7) units of	
	laptop computers to be used by CSD staff working	
	on the PROPEL project.	
L	on the rectal project.	

	1.2 The APC is inclusive of all applicable government	
	1.2. The ABC is inclusive of all applicable government	
	taxes and service charges.	
	2. TECHNICAL SPECIFICATIONS	
	2.1. Seven (7) units of laptop	
	2.2. Processor: Intel Core i7-13650HX or better, or	
	AMD equivalent	
	2.3. Display: 15.6-inch or 16-inch	
	2.4. Memory: At least 16GB DDR5	
	2.5. Storage: At least 512GB SSD	
	2.6. GPU: NVIDIA® GeForce RTX™ 4060 8GB	
	GDDR6 or better specs from NVIDIA GPU family	
	2.7. Operating System: Windows 11	
	2.8. Audio: Stereo speakers, dual-microphone array	
	2.9. Camera: Minimum HD 720p	
	2.10. Battery: At least 60Wh capacity	
	2.11. Connectivity	
	2.11.1. Network: Gigabit Ethernet, Wi-Fi 6 or 6E,	
	Bluetooth	
	2.11.2. Ports:	
	2.11.2.1 oits.  2.11.2.1. At least two (2) USB-A	
	2.11.2.1. At least two (2) USB-C	
	2.11.2.3. HDMI	
	2.11.2.4. Headphone/mic combo jack	
	2.12. Accessories:	
	2.12.1. Charger (Power adapter and cable)	
	2.12.2. Laptop bag	
	3. WARRANTY	
	3.1. Must have at least twelve (12) months of warranty	
	from the time of delivery.	
	3.2. Warranty service shall commence from the date of	
	enduser acceptance.	
	3.3. Replacement units should be provided for defective	
	units, fifteen (15) days upon receipt of notice from	
	End-users / DOST-ASTI Property and Supply	
	Section.	
	3.4. Defective units may be defined as units not	
	working upon testing or units that have failed to	
	work after testing.	
4	4. DELIVERY AND PAYMENT TERMS	
	4.1. The goods must be delivered within forty-five (45)	
	days calendar days upon issuance of Notice to	
	Proceed (NTP).	
	4.2. Full payment will only be given once the item is	
	completely delivered, inspected, and accepted by	
	the Enduser.	
	Programme and the second secon	1

	4.3. No payment shall be made for the supplies and	
	materials not yet delivered under this contract.	
	materials not yet derivered under tims contract.	
	PROCUREMENT OF ONE (1) UNIT LAPTOP FOR	
4	THE ADMINISTRATIVE	
	1. GENERAL OVERVIEW	
	1.1. DOST-ASTI is seeking qualified and	
	competent bidders for the procurement of one	
	(1) unit of laptop computer to be used by staff	
	working on the PROPEL project.	
	1.2. The ABC is inclusive of all applicable	
	government taxes and service charges.	
	2. TECHNICAL SPECIFICATIONS	
	2.1. Quantity: One (1) unit	
	2.2. Processor: AMD Ryzen <sup>TM</sup> 5 PRO 8640HS or	
	better, or equivalent Intel processor	
	2.3. Memory: Minimum 16 GB DDR5-5600MT/s	
	2.4 Storage: At least 512GB SSD M.2 2280 PCIe	
	Gen4 TLC Opal	
	2.5. Display: 14" WUXGA (1920 x 1200), IPS,	
	Anti-Glare	
	2.6. Ports:	
	2.6.1. Ethernet	
	2.6.2. 3.5mm headphone/mic combo	
	2.6.3. HDMI (supports up to 4K@60Hz)	
	2.6.4. USB-C® (Thunderbolt <sup>TM</sup> 4, USB	
	40Gbps) with power delivery 3.0 &	
	DisplayPort 1.4	
	2.6.5. USB-A (USB 5Gbps)	
	2.7. Battery: At least 39.3Wh capacity	
	2.8. Supports wireless Wi-Fi 6E and Bluetooth	
	2.9. Camera: At least 5MP RGB with Microphone	
	2.10. Rapid Charge: Yes	
	2.11. Operating System: Windows 11	
	2.12. Accessories:	
	2.12.1. At least 65W USB-C Power Adapter and cable	
	2.12.2. Laptop bag	
	2.12.2. Laptop Dag	
	3. WARRANTY	
	3.1. Must have at least twelve (12) months of	
	warranty from the time of delivery.	
	3.2. Warranty service shall commence from the date	
	of enduser acceptance.	
	3.3. Replacement units should be provided for	
	defective units, fifteen (15) days upon receipt of	
	· · · · · · · · · · · · · · · · · · ·	

	notice from End-users / DOST-ASTI Property and Supply Section.	
	3.4. Defective units may be defined as units not	
	working upon testing or units that have failed to	
	work after testing.	
	4. DELIVERY AND PAYMENT TERMS	
	4.1. The goods must be delivered within forty-five	
	(45) days calendar days upon issuance of Notice	
	to Proceed (NTP).	
	4.2. Full payment will only be given once the item	
	is completely delivered, inspected, and accepted	
	by the End-user.	
	4.3. No payment shall be made for the supplies and	
	materials not yet delivered under this contract.	
	materials not yet denvered under this contract.	
5	MOBILE WORKSTATION	
	WODILE WORKSTATION	
	1 CENEDAL ODJECTIVE	
	1. GENERAL OBJECTIVE	
	1.1. DOST-ASTI is looking for qualified and	
	competent bidders for the supply and delivery of	
	five (S) units of mobile workstations for	
	technical development of the FASTRAC Lite:	
	ROAMER Project.	
	1.2. The Approved Budget for the Contract (ABC)	
	is inclusive of government taxes and other	
	applicable charges.	
	1.3. Prospective bidders must submit a breakdown	
	of price quotations per item specified in 2.	
	2. TECHNICAL SPECIFICATIONS	
	2.1. Quantity: Five (5) units	
	2.2. Processor: Ryzen AI 9 HX 370 Processor	
	2.0GHz (36MB Cache, up to 5.1GHz, 12 cores,	
	24 Threads) with AMD XDNA NPU up to	
	50TOPS or better	
	2.3. Memory: 8GB*2 LPDDRSX 7500 on board,	
	Max Capacity: 16GB or better	
	2.4. Storage: 1TB PCIe 4.0 NVMe M.2 SSD, 2x	
	M.2 PCIe or better	
	2.5. Graphics: NVIDIA GeForce RTX 4060 Laptop	
	GPU (233 AI TOPs), 8GB GDDR6 or better	
	<u> </u>	
	WQXGA) 16:10 aspect ratio, IPS-level, anti-	
	glare display, sRGB: 100.00%, Refresh Rate:	
	165Hz, G-Sync or better	
	2.7. Wireless: Wi-Fi 6E(802.11 ax) (Triple band)	
	2*2 + Bluetooth® 5.3 Wireless Card or better	
	2.8. Operating System: Windows 11 Home or better	

	20 I/OD /	
	2.9. I/0 Ports	
	2.9.1. At least 1x 3.5mm Combo Audio Jack	
	2.9.2. At least 1x HDMI 2.1 FRL	
	2.9.3. At least 2x USB 3.2 Gen 2 Type-A	
	(data speeq up to 10Gbps)	
	2.9.4. At least 1x USB 3.2 Gen 2 Type-C	
	with support for DisplayPort (data	
	speed up to 10Gbps)	
	2.9.5. At least 1x Type-C USB 4 with	
	support for DisplayPort/power	
	delivery (data speed up to 40Gbps)	
	2.9.6. At least 1x card reader (microSD)	
	(UHS-II)	
	2.10. Keyboard and Touchpad: Backlit Chiclet	
	Keyboard Single Light, Touchpad	
	2.11. Camera: 1080P FHD IR Camera or better	
	2.12. Audio: At least Dolby Atmos, AI noise-	
	canceling technology, Hi-Res certification (for	
	headphone), Built-in array microphone, 2-	
	speaker system	
	2.13. Battery: 73WHrs, 4S1 P, 4-cell Li-ion or	
	better 2.14 P. G. J. P. J. G. 200W A.G.	
	2.14. Power Supply: Rectangle Conn, 200W AC	
	Adapter, Output: 20V DC, 10A, 200W, Input:	
	100-240V AC, 50/60Hz universal or better	
	3. WARRANTY	
	3.1. Supplier warrants the item against defects in	
	manufacturing and shipping and delivery issues.	
	3.2. Defective and incorrect items shall be replaced	
	within seven (7) calendar days upon receipt of	
	notice from the end-user or DOST-ASTI	
	Property and Supply Section.	
	3.3. Warranty Period: At least one (1) year for	
	hardware parts and equipment.	
	4. PAYMENT AND DELIVERY TERMS	
	4.1. Price is inclusive of government taxes, delivery	
	charges, etc.	
	4.2. Items must be delivered to the DOST-ASTI	
	Extension Office, Room 409, National	
	Engineering Center - University of the	
	Philippines, Diliman, Quezon City, within thirty	
	(30) calendar days upon issuance of Notice to Proceed.	
	rioceed.	
	WODIZOTATION LADTOR	
6	WORKSTATION LAPTOP	
	4 OFFICE ALCOHOLOGICA	
	1. GENERAL OVERVIEW	

	1.1. DOST-ASTI is seeking qualified and	
	competent bidders for the Supply and Delivery	
	of One (1) Unit of Laptop, for staff mobile	
	workstations and/or general office use.	
	1.2. The Approved Budget for the Contract (ABC)	
	is inclusive of all applicable government taxes	
	and charges.	
	2. TECHNICAL SPECIFICATIONS	
	2.1. CPU: 10-core	
	2.2. GPU: 10-core	
	2.2. Memory: At least 16GB	
	2.3. Storage: At least 512 GB SSD	
	2.4. Display	
	2.4.1. 13.6 inches (diagonal)	
	2.4.2. LED-backlit display with IPS	
	technology	
	2.4.3. at least 2560-by-1664 native	
	resolution	
	2.5. Wireless Connection	
	2.5.1. Wi-Fi 6E (802.11ax)	
	2.5.2. Bluetooth 5.3	
	2.6. Body: Aluminum case	
	2.7. Included Accessories	
	2.7.1. Wireless Mouse	
	2.7.2. USB-C Hub Multiport Adapter (with	
	HDMI port, USB ports, and Ethernet	
	3. WARRANTY	
	3.1. With at least one (1) year warranty coverage.	
	3.2. Parts and incidental costs related to the unit will	
	be shouldered by the supplier if the equipment's	
	error or damage is not a result of user damage or	
	misuse.	
	4. DELIVERY AND PAYMENT TERMS	
	4.1. Delivery of the goods shall be made by the	
	supplier within thirty (30) calendar days upon	
	issuance of the Notice to Proceed (NTP).	
	4.2. Full payment will only be processed once the	
	items are completely delivered, inspected, and	
	accepted by the End-user.	
	4.3. No payment shall be made if items are not yet	
	delivered under this contract.	
	4.4. The price of the bid must be inclusive of	
	government taxes and charges.	
7	WORKSTATION LAPTOP	
,		
	1. GENERAL OVERVIEW	
1		

	1.1. DOST-ASTI is seeking qualified and competent	
	bidders for the Supply and Delivery of Two (2)	
	Units of Laptop, for staff mobile workstations	
	and/or general office Use.	
	1.2. The ABC is inclusive of all applicable government	
	taxes and charges.	
2	2. TECHNICAL SPECIFICATIONS	
	2.1. Processor: At least Intel® Core™ Ultra 5 125u or	
	AMD equivalent	
	2.2. Operating System: Genuine Windows 11 Pro	
	2.3. Graphics: Integrated Graphics	
	2.4. Storage: at least 1TB M.2 SSD	
	2.5. Camera: at least 720p Full HD	
	2.6. Fingerprint: Yes	
	2.7. Connectivity:	
	2.7.1. at least Intel Wi-Fi 6E	
	2.7.1. at least litter Wi-Fi oE  2.7.2. at least Bluetooth 5.3	
	2.8. Memory: at least 16gb DDR5	
	2.9. Display:	
	2.9.1. Resolution: WUXGA	
	2.9.2. IPS	
	2.9.3. 14 inches (diagonal)	
	2.10. Inclusion:	
	2.10.1. Laptop charger/power adapter	
	2.10.2. Laptop bag	
3	3. WARRANTY	
	3.1. With at least three (3) years warranty on labor,	
	parts, and onsite support.	
	3.2. With at least one (1) year warranty on battery and	
	adapter.	
	3.2. Parts and incidental costs related to the unit	
	will be shouldered by the supplier if the	
	equipment's error or damage is not a result of	
	user damage or misuse.	
4	4. DELIVERY AND PAYMENT TERMS	
	4.1.Delivery of the goods shall be made by the	
	supplier within sixty (60) calendar days upon	
	issuance of NTP.	
	4.2. Full payment will only be processed once the	
	items are completely delivered, inspected, and	
	accepted by the End-user.	
	4.3. No payment shall be made if items are not yet	
	delivered under this contract.	
	4.4. The price of the bid must be inclusive of	
	government taxes and charges.	
		<u>,                                      </u>

# Section VIII. Checklist of Technical and Financial Documents

## **Checklist of Technical and Financial Documents**

#### I. TECHNICAL COMPONENT ENVELOPE

#### Class "A" Documents

_		Cuiss II Documents
<u>Leg</u>		<u>Documents</u>
	(a)	Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;
Tec	chnic	cal Documents
П		Statement of the prospective bidder of all its ongoing government and private
_	(0)	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; <b>and</b>
	(c)	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
	(d)	Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
		<u>or</u>
		Original copy of Notarized Bid Securing Declaration; and
	(e)	Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-
	(f)	sales/parts, if applicable; <u>and</u> Original duly signed Omnibus Sworn Statement (OSS);
ш	(1)	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.
_	(a)	
Ц	(g)	
		Sheet, as follows:
		□ Proof of Authority of the Bidder's authorized representative/s, i.e.,
		Secretary's Certificate or Special Power of Attorney; and
		□ Proof of Offers for manufacturer's supplied items containing all the technical information about the product, i.e., product brochures, unamended product literature, etc.; <i>and</i>
		□ Proof of Warranty; and
		☐ Service Level Agreement (pro-forma provided for under Section VIII.
		Checklist of Technical and Financial Documents).
<u>F in</u>		al Documents
Ц	(h)	(NFCC);
		<u>or</u>
		A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.
		Class "B" Documents
	(i)	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.
	Oth	er doo	cumentary requirements under RA No. 9184 (as applicable)
		(j) (k)	[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. Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.
II.	FIN	ANC	IAL COMPONENT ENVELOPE
		(a)	Original of duly signed and accomplished Financial Bid Form; and
		(b)	Original of duly signed and accomplished Price Schedule(s).

#### **Bid Form for the Procurement of Goods**

[shall be submitted with the Bid]

	BID FORM
	Date :
	Project Identification No. :
To leave and address	of Decreesing Freite 1

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 Amount and Purpose of of agent Currency 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:

#### **Price Schedule for Goods Offered from Abroad**

[shall be submitted with the Bid if bidder is offering goods from Abroad]

#### \_\_\_\_\_

#### 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:										

GPPB Resolution No. 16-2020, dated 16 September 2020

Duly authorized to sign the Bid for and behalf of:

#### Price Schedule for Goods Offered from Within the Philippines

[shall be submitted with the Bid if bidder is offering goods from within the Philippines]

#### For Goods Offered from Within the Philippines

Name	e of Blader	·			Projec	ct ID No		Page	_0I
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	e:								
Legal	Capacity:								
Signa	iture:								

Duly authorized to sign the Bid for and behalf of:

#### **Bid Securing Declaration Form**

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

REPUBLIC OF THE PHILIPPINES)		
	NES)	REPUBLIC OF THE PHILIPPINE
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]

GPPB Resolution No. 16-2020, dated 16 September 2020

#### **Omnibus Sworn Statement (Revised)**

[shall be submitted with the Bid]

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

#### **AFFIDAVIT**

- I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:
- 1. [Select one, delete the other:]

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

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

2. [Select one, delete the other:]

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

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

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

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

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

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

- 7. [Name of Bidder] complies with existing labor laws and standards; and
- 8. [Name of Bidder] is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
  - a. Carefully examining all of the Bidding Documents;
  - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
  - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the [Name of the Project].
- 9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
- 10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant

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

#### **Performance Securing Declaration (Revised)**

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

REPUBLIC OF THE P	HILIPPINES)	
CITY OF	) S.S.	

#### PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents] To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant

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

#### **Contract Agreement Form for the Procurement of Goods (Revised)**

[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]

\_\_\_\_\_

#### **CONTRACT AGREEMENT**

T	HIS AGREEMENT made the	_ day of	20	between [name of
PROCUE	RING ENTITY] of the Philippines (h	ereinafter called "the	Entity")	of the one part and
[name of	Supplier] of [city and country of Su	applier] (hereinafter o	called "the	e Supplier") of the
other par	t;			

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]

#### **Single Largest Completed Contract**

Within three (3) years from the date of submission of bids which is similar in nature and the amount of which should be equivalent to at least fifty percent (50%) of the ABC.

#### Please fill out the required information below:

1	Name of Contract :	
2	Date of Contract :	
3	Contract Duration:	
4	Owner's Name :	
5	Owner's Address:	
6	Kinds of Good / Services :	
7	Amount of Completed Contract/s:	
8	Date of Delivery :	
9	Official Receipt / Sales Invoice No. :	

#### NOTE:

#### The bidder shall:

- 1. For #7, the amount of the completed contracts can be adjusted by the Bidder to the current prices using PSA's consumer price index, if necessary, for the purpose of meeting the SLCC Requirement.
- 2. It is required for the Bidder to submit **one** of the following documents:
  - a. Official Receipt;
  - b. Sales Invoice; or
  - c. Statement of End-user's Acceptance with Contract Amount.

Choose only **one** to submit, not all.

3. For #9, indicate the Official Receipt or Sales Invoice No. of the supporting document attached, for easier reference. If the Bidder opts to submit a statement of end-user's acceptance, indicate not applicable.

#### **Computation of Net Financial Contracting Capacity**

This is to certify that our <b>Net Financial Contracting Capacity (NFCC)</b> is <b>Philippine Pesos</b> Which is at least equal to the Approved Budget for the Contract (ABC). The amount is computed as follows:
NFCC = [(Current assets minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.
Issued this day of, 2025.
issued this day of, 2023.
NOTES:

- 1. The values of the bidder's current assets and current liabilities be based on the latest Audited Financial Statements which includes the data submitted to BIR through its Electronic Filing and Payment System.
- 2. Value of all outstanding or uncompleted contracts refers those listed in your Statement of All its Ongoing Government and Private Contracts.
- 3. The detailed computation using the required formula must be shown as provided above.

### **Statement of Ongoing Government and Private Contracts**

Example:

No.	Contract Name	Contract Date & Contract Duration	Owner's name & address	Kinds of Goods / Services	Amount of Contract	Value of Outstanding Contract	Date of Delivery	Government or Private ("G" or "P")	
1	XYZ Plan	01 Jan 2017,	Juan Dela	Subscription	P99,000,000.00	P38,000,000.00	02 Jan	G	
		5 Years	Cruz,	Service			2017		
			Quezon						
			City						
	Total Value of All Outstanding Contracts: P38,000,000.00								

No.	Contract Name	Contract Date & Contract Duration	Owner's name & address	Kinds of Goods / Services	Amount of Contract	Value of Outstanding Contracts	Date of Delivery	Government or Private ("G" or "P")
1								
2								
3								
4								

<b>Total Value of All Outstanding Contracts:</b>				

**NOTE:** Supporting documents are <u>not</u> required.

# Service Level Agreement for the Supply and Delivery of Various Mobile Workstation for DOST-ASTI

#### 1. Introduction

- 1.1. This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between <insert Company Name> (herein referred to as "Service Provider") and the Advanced Science and Technology Institute (herein referred to as "DOST-ASTI") for the provisioning of IT services required to support and sustain their supplied product or service ("System").
- 1.2. This Agreement shall be in effect for \_\_\_\_\_\_ or until the SLA is renegotiated after the date of end-user acceptance is determined.
- **1.3.** This Agreement shall be for the following software subscription/s: (insert software subscription/s)

#### 2. Service Agreement

- 2.1. The following detailed service parameters are the responsibility of the Service Provider in the ongoing support of this Agreement:
  - 2.1.1. Manned telephone, online video call support;
  - 2.1.2. Monitored email support;
  - 2.1.3. Remote assistance using remote desktop technology and a Virtual Private Network (VPN) where available; and

#### 3. Service Management

- 3.1. Service Support Channels
  - 3.1.1. In the event that a software failure should develop during the ongoing support of this Agreement, and qualified technicians of DOST-ASTI cannot resolve it, the DOST-ASTI must in the first instance contact <Name of Company> support services, either:
    - 3.1.1.1. By telephone, cellphone on **<telephone-number>**; or
    - 3.1.1.2. By video call on **<video call services account>**; or
    - 3.1.1.3. By creating a new online Support Ticket at **<URL>**; or
    - 3.1.1.4. By email at **<email-address>**.
  - 3.1.2. The qualified technician of the DOST-ASTI will have the following information and materials ready when reaching out to the technical support team:
    - 3.1.2.1. The registered account user/s of the software subscriptions exhibiting a problem;
    - 3.1.2.2. The version of the operating System currently being used;
    - 3.1.2.3. The type of error message that appears when the fault occurs, work activity performed when the error occurred, and the procedure/steps attempted to solve the problem;
    - 3.1.2.4. Access to the System; and

3.1.2.5. In the event that the problem or fault is not resolved remotely, the Service Provider must dispatch a service technician to attend the System on location to diagnose and, in its sole discretion, repair and/or reinstall the System, in accordance with the terms set out below.

#### 3.2. Service Availability

- 3.2.1. Effective support of in-scope services is a result of maintaining consistent service levels. The following sections provide relevant details on service availability, monitoring of in-scope services and related components:
  - 3.2.1.1. Telephone support: 9:00 A.M. to 5:00 P.M. Monday Friday (except official holidays)
    - 3.2.1.1.1. Calls received out of office hours will be forwarded to a mobile phone and best efforts will be made to answer / action the call.
  - 3.2.1.2. Email support: Monitored 9:00 A.M. to 5:00 P.M. Monday Friday (except official holidays)
    - 3.2.1.2.1. Emails received outside of office hours will be collected and addressed on the next business day.
  - 3.2.1.3. Onsite assistance guaranteed within 72 hours during the business week
    - 3.2.1.3.1. If the attendance of a service technician was insufficient to determine a resolution to the problem or fault, the Service Provider must indicate, through any representation, a definitive timeline of the repair or replacement required to restore the System to normal operations to the DOST-ASTI.

#### 3.3. Service Requests

- 3.3.1. In support of services outlined in this Agreement, the Service Provider will respond to service-related incidents and/or requests submitted by the DOST-ASTI within the following time frames:
  - 3.3.1.1. Zero (0) to eight (8) hours (during business hours) for issues classified as High priority severity level;
  - 3.3.1.2. Within forty-eight (48) hours for issues classified as Medium priority;
  - 3.3.1.3. Within five (5) working days for issues classified as Low priority; and

Severity Level	Definition
High Priority	Complete loss of user productivity
Medium Priority	Issue does not significantly impact current user

	productivity
Low	Issue requires minor investigation or monitoring; Request for training or information

3.3.2. Remote assistance or on-site service will be provided in line with the above timescales dependent on the priority of the support request.

#### 4. Repair and Replacement

- 4.1. Standard and Extended Limited Warranty
  - 4.1.1. The Service Provider guarantees that the registered account users are entitled to software updates access to online resource repositories provided by the software subscriptions during the duration of this Agreement.

#### **Conforme:**

Name:	
Title:	
Company Name:	
Date:	

