

# **PHILIPPINE BIDDING DOCUMENTS**

(As Harmonized with Development Partners)

Government of the Republic of the  
Philippines

**SUPPLY AND DOOR-TO-DOOR DELIVERY  
OF FY 2025 DEPED COMPUTERIZATION  
PROGRAM (DCP) PACKAGES (BATCH 2025-  
02: SMART TV PACKAGES) WITH 2 LOTS  
FOR DEPED-CAR**

**DEPED-CAR RO – CB 2025-06-008**

**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**  
Cordillera administrative

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**INVITATION TO BID FOR  
SUPPLY AND DOOR-TO-DOOR DELIVERY OF FY 2025 DEPED  
COMPUTERIZATION PROGRAM (DCP) PACKAGES (BATCH  
2025-02: SMART TV PACKAGES) WITH 2 LOTS  
FOR DEPED-CAR**

1. The *Department of Education-Cordillera Administrative Region Regional Office (DepEd – CAR RO)*, through the *FY 2025 Government Appropriations Act (GAA) Fund* intends to apply the sum of:

Lot No.	Description	Approved Budget to the Contract (Php)	Identification No.
1	Batch 2025-02: Smart TV Packages	25,466,675.00	DepEd-CAR RO CB 2025-06-008 – Lot 1
2	Batch 2025-02: Smart TV Packages	24,664,575.00	DepEd-CAR RO CB 2025-06-008 – Lot 2

*being the ABC to payments under the contract for each lot. Bids received in excess of the ABC for each lot shall be automatically rejected at bid opening.*

2. The *DepEd – CAR RO* now invites bids for the above Procurement Project. ***Delivery of the Goods is required by within one hundred twenty (120) calendar days upon receipt of Notice to Proceed.*** Bidders should have completed, within ***five (5) years*** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

**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 *DepEd – CAR Regional Office* and inspect the Bidding Documents at the address given below during ***8:00am to 5:00pm.***

5. A complete set of Bidding Documents may be acquired by interested Bidders on **June 4, 2025** from the **DepEd-CAR RO Procurement Unit (BAC Secretariat)** and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of:

Lot No.	Applicable fee for the Bidding Documents each lot (Php)
1	12,500.00
2	12,500.00
Total	50,000.00

*[NOTE: 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.]*

6. The **DepEd-CAR RO** will hold a **Pre-Bid Conference**<sup>1</sup> on **June 17, 2025** at **9:00 AM** at the **OARD, DepEd-CAR RO, Wangal, La Trinidad, Benguet**, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat at the **Office of the Assistant Regional Director of the DepEd-CAR RO**, address below, **on or before 9:00 AM of June 30, 2025. Late bids shall not be accepted.**

**RONALD B. CASTILLO, CESO V**  
 BAC Chairperson  
 Procurement Unit Office (BAC Secretariat Office)  
 DepED-CAR Regional Office  
 Wangal, La Trinidad, Benguet

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 June 30, 2025 at 9:01 AM at the OARD, DepEd- CAR, Wangal, La Trinidad, Benguet.** Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The **DepEd-CAR RO** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

*Atty. Edward C. Magalgalit, Jr./Randolph Flyn B. Daculog*  
 Chair, BAC Secretariat/Procurement Unit  
 DepED-CAR Regional Office  
 Wangal, La Trinidad, Benguet  
 Email address: [car.procurement@deped.gov.ph](mailto:car.procurement@deped.gov.ph)

<sup>1</sup> May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a Pre-Bid Conference.

Tel. No. (074) 422-1318 Cp No. 09178218490/09207930509  
Website: [www.depedcar.ph](http://www.depedcar.ph)

12. You may visit the following websites:  
For downloading of Bidding Documents: [depedcar.ph](http://depedcar.ph) and [philgeps.gov.ph](http://philgeps.gov.ph)

**June 3, 2025**



**RONALD B. CASTILLO, CESO V**  
BAC Chairperson

## ***Section II. Instructions to Bidders***

### **Notes on the Instructions to Bidders**

This Section on the Instruction to Bidders (ITB) 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, **DepEd-CAR RO** wishes to receive Bids for the **SUPPLY AND DOOR-TO-DOOR DELIVERY OF FY 2025 DEPED COMPUTERIZATION PROGRAM (DCP) PACKAGES WITH 2 LOTS FOR DEPED-CAR** with identification numbers:

Lot No.	Identification Number
1	DepEd-CAR RO CB 2025-06-008 – Lot 1
2	DepEd-CAR RO CB 2025-06-008 – Lot 2

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

## 2. Funding Information

- 2.1. The GOP through the source of funding as indicated below for **FY 2025 GAA** in the amount of:

Lot No.	Approved Budget to the Contract (Php)
1	25,466,675.00
2	24,664,575.00

- 2.2. The source of funding is:

a. **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 limited to those allowed under the rules may participate in this Project.
- 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.**
  - OR**
  - b. **The bidder should have completed at least two (2) similar contracts and the aggregate contract amounts should be equivalent to at least the percentage of the ABC as required above; and 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**

- 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:

- a. **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 and either at its physical address *Office of the Assistant Regional Director, DepEd-CAR RO, Wangal, La Trinidad Benguet* 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 *[state relevant period as provided in paragraph 2 of the **IB**]* 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, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
    - ii. The cost of all customs duties and sales and other taxes already paid or payable;
    - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
    - iv. The price of other (incidental) services, if any, listed in the **BDS**.
  - b. For Goods offered from abroad:
    - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
    - ii. The price of other (incidental) services, if any, as listed in the **BDS**.

## **13. Bid and Payment Currencies**

- 13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, 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:
- a. **Philippine Pesos.**



## 14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration<sup>2</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until *Sixty (60) calendar days from the deadline of submission 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 (1) copy (labelled as original copy)** of the first and second components of its Bid.

The Procuring Entity requests **two (2) additional hard copies (labelled as Copy 1 and Copy 2)** 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.

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<sup>2</sup> 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.

## 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:

**Option 2 – One Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.**

- 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

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

## 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***

### **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 ITB 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 ITB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

# Bid Data Sheet

ITB Clause													
5.3	For this purpose, contracts similar to the Project shall be:  a. <i>Supply and Delivery of Smart Television</i>												
7.1	<b><i>Subcontracting is not allowed.</i></b>												
12	The price of the Goods shall be quoted DDP [ <i>state place of destination</i> ] or the applicable International Commercial Terms (INCOTERMS) for this Project.												
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <table><tr><td>Lot No.</td><td>Amount Cash, Cashier's / Manager's Check, Bank Draft/ Guarantee/ Irrevocable Letter of Credit (2%)</td><td>Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission (5%)</td><td>Bid Securing Declaration (Pursuant to GPPB Resolution No. 03-2012)</td></tr><tr><td>1</td><td>509,333.50</td><td>1,273,333.75</td><td rowspan="2">Please see Section VIII</td></tr><tr><td>2</td><td>493,291.50</td><td>1,233,228.75</td></tr></table> <p>a. Note: The Bid Security in the form of Cashier's/manager's check shall be payable to <b>DepEd-CAR Regional Office – Cash Section</b></p>	Lot No.	Amount Cash, Cashier's / Manager's Check, Bank Draft/ Guarantee/ Irrevocable Letter of Credit (2%)	Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission (5%)	Bid Securing Declaration (Pursuant to GPPB Resolution No. 03-2012)	1	509,333.50	1,273,333.75	Please see Section VIII	2	493,291.50	1,233,228.75	
Lot No.	Amount Cash, Cashier's / Manager's Check, Bank Draft/ Guarantee/ Irrevocable Letter of Credit (2%)	Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission (5%)	Bid Securing Declaration (Pursuant to GPPB Resolution No. 03-2012)										
1	509,333.50	1,273,333.75	Please see Section VIII										
2	493,291.50	1,233,228.75											
19.3	<p>The Project will be awarded by lot/s. The NFCC computation, if applicable, must be sufficient for all the lot/s or contract/s to be awarded to the Bidder:</p> <table><tr><th><i>Lot No.</i></th><th><i>Description</i></th><th><i>Quantity</i></th><th><i>ABC</i></th></tr><tr><td><i>1</i></td><td><i>Batch 2025-02: Smart TV Packages (STV)</i></td><td><i>127 packages</i></td><td><i>25,466,675.00</i></td></tr><tr><td><i>2</i></td><td><i>Batch 2025-02: Smart TV Packages (STV)</i></td><td><i>123 packages</i></td><td><i>24,664,575.00</i></td></tr></table> <p><b><i>NOTE: Items offered under Original Equipment Manufacturer (OEM) or as assembled items/units will not be accepted and will be grounds for disqualification.</i></b></p> <p><b><i>Attached Annexes are the following:</i></b></p> <p><b><i>Annex A. Allocation per Division for Lot 1 and Lot 2 Batch 2025-02: Smart TV Packages (STV)</i></b></p> <p><b><i>Annex B. List of Recipient Schools for Lot 1 and Lot 2 Batch 2025-02: Smart TV Packages (STV)</i></b></p> <p><b><i>Annex C. Terms of Reference for Lot 1 and Lot 2 Batch 2025-02: Smart TV Packages (STV)</i></b></p> <p><b><i>Annex D. Test Procedure for Smart TV and External HDD</i></b></p>	<i>Lot No.</i>	<i>Description</i>	<i>Quantity</i>	<i>ABC</i>	<i>1</i>	<i>Batch 2025-02: Smart TV Packages (STV)</i>	<i>127 packages</i>	<i>25,466,675.00</i>	<i>2</i>	<i>Batch 2025-02: Smart TV Packages (STV)</i>	<i>123 packages</i>	<i>24,664,575.00</i>
<i>Lot No.</i>	<i>Description</i>	<i>Quantity</i>	<i>ABC</i>										
<i>1</i>	<i>Batch 2025-02: Smart TV Packages (STV)</i>	<i>127 packages</i>	<i>25,466,675.00</i>										
<i>2</i>	<i>Batch 2025-02: Smart TV Packages (STV)</i>	<i>123 packages</i>	<i>24,664,575.00</i>										

20.2	<p>Within a non-extendible period of <b>five (5) calendar days</b> from receipt by the bidder of the notice from the BAC that it submitted the LCB, the Bidder shall submit copies of the following requirements:</p> <ol style="list-style-type: none"> <li><b>1. Latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS)</b></li> <li><b>2. During the Post Qualification (Site Inspection), the LCB shall present the following:</b> <ol style="list-style-type: none"> <li><b>a. All licenses, permits, and other documents it submitted, such as SEC registration, DTI business name registration, Mayor's permit, TIN, audited financial statements, etc.</b></li> <li><b>b. An actual sample of the items being offered</b></li> <li><b>c. Submit Project implementation timeline.</b></li> </ol> </li> </ol> <p><i><b>NOTE: Failure to submit any of the post-qualification requirements on time, or finding against the veracity thereof, shall disqualify the bidder for award. Provided in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the bid security in accordance with Section 69 of the IRR of RA 9184.</b></i></p>
21.2	<p><i>[List here any additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity.]</i></p> <p><i>No Further Instructions</i></p>

## ***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**.

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

- 2.3. For a single-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier in its bid.
- 2.4. For multi-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier during conduct of Mini-Competition.

## 3. Performance Security

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

#### **4. Inspection and Tests**

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project *{[Include if Framework Agreement will be used:] or Framework Agreement}* specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section 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***

### **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	<p><b>Delivery and Documents –</b></p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP to the <b>Recipient Schools (attached in Annex B: Lot 1 and Lot 2)</b> in accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered at the <b>Recipient Schools (attached in Annex B: Lot 1 and Lot 2)</b>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site are <b><i>Jumar B. Yago-an, Information Technology Officer I of the ICTU and Vandolph B. Flora, Administrative Officer V under ASD-Asset Management Section.</i></b></p>
	<p><b>Incidental Services –</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>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</li> </ol>

	<p>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.</p> <p>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.</p> <p><b>Spare Parts –</b></p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <ol style="list-style-type: none"> <li>1. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and</li> <li>2. in the event of termination of production of the spare parts: <ol style="list-style-type: none"> <li>i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and</li> <li>ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.</li> </ol> </li> </ol> <p>The spare parts and other components required are listed in <b>Section VI (Schedule of Requirements)</b> and the costs thereof are included in the contract price.</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of <i>[indicate here the time period specified. If not used indicate a time period of three times the warranty period]</i>.</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within <i>[insert appropriate time period]</i> months of placing the order.</p>
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	<p><b>Packaging –</b></p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity  Name of the Supplier  Contract Description  Final Destination  Gross weight  Any special lifting instructions  Any special handling instructions  Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p><b>Transportation –</b></p>
	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>

	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p><b>Intellectual Property Rights –</b></p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
	<p><b>Regular and Recurring Services –</b></p> <p><i>[In case of contracts for regular and recurring services, state:]</i> “The contract for regular and recurring services shall be subject to a renewal whereby the performance evaluation of the service provider shall be conducted in accordance with Section VII. Technical specifications.”</p>
	<p><b>Liquidated Damages -</b> Under Section 68 of the 2016 Revised IRR of RA 9184.</p> <p>All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances.</p>
2.2	<p><b>The terms of payment shall be as follows:</b></p> <p>Supplier may submit a request for payment based on the Progress Reports which shall be attached to the progress billing and should include the following: (i) quantities of items delivered based on the schedule of deliveries and other relevant terms and conditions of the contract; and (ii) Inspection and acceptance reports, including certification by supplier, as approved by duly authorized</p>

	<p>DepEd representative, that the items have been delivered on/ or properly installed and commissioned in accordance with the contract.</p> <p>Delivery documents as may be subsequently prescribed by DepEd shall be provided by the Supplier.</p> <p>For the initial progress payment, a minimum of 25% of the Contract Price shall be paid to the Supplier upon a minimum of 25% delivery of the requirement duly inspected and accepted.</p> <p>Payments shall be subject to the "Warranty" provision in the form of either retention money in an amount equivalent to at least 3% of every progress payment, or a special bank guarantee in the amount equal to at least 3% of the Contract Price required in Section 62 of RA 9184 and its IRR.</p> <p>The method and conditions of payment to be made to the Supplier through the Government disbursement procedure within sixty (60) days after the date of acceptance of Goods at the project Site and upon submission of documents under this contract shall be as follows:</p> <p><b>Final payment</b></p> <p>Final payment shall constitute release of the retention money in case of expiry of the warranty period, or whatever is left of it, after it has been called for use under the warranty provision.</p>				
4	<p><b>DELIVERY AND DOCUMENTS</b></p> <ul style="list-style-type: none"> <li>• Pre-Delivery Inspection shall adhere to DO 041, s. 2021 <i>“Inspection and Acceptance Protocols for the Procurement of Goods in the Department of Education”</i> and shall use the recommended test procedure provided by the ICTS as included in the attached Annex D. Test Procedure for Smart TV and External HDD for Lot 1 and Lot 2.</li> <li>• Smart TV Packages shall be delivered directly to target recipient schools.</li> <li>• All acts of third-party agents of the Supplier (such as forwarder / courier employed by the Supplier) shall deemed acts of the Supplier.</li> <li>• The Supplier shall be responsible for informing both the RPO and the Central Office of the expected date of delivery of the goods.</li> <li>• The Delivery, Inspection, Acceptance and Documentation of the items shall be done by the authorized personnel:</li> </ul> <table border="1"> <tr> <th>Schools Division Office</th><th>Recipient Schools</th></tr> <tr> <td> <ul style="list-style-type: none"> <li>• Schools Division Superintendent</li> <li>• Inspectorate Team</li> </ul> </td><td> <ul style="list-style-type: none"> <li>• Head/Principal</li> <li>• Inspectorate Team</li> </ul> </td></tr> </table>	Schools Division Office	Recipient Schools	<ul style="list-style-type: none"> <li>• Schools Division Superintendent</li> <li>• Inspectorate Team</li> </ul>	<ul style="list-style-type: none"> <li>• Head/Principal</li> <li>• Inspectorate Team</li> </ul>
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	<table border="1"> <tr> <td>• Supply Officer</td><td>• Property Custodian</td></tr> </table> <ul style="list-style-type: none"> <li>• The Inspectorate Team and Supply Officer/Property Custodian should inspect/check 100% of the delivered goods assessing the physical form and condition. Please refer to the attached Annex D (Test Procedure for Smart TV and External HDD for Lot 1 and Lot 2).</li> <li>• In case there are item/s is/are missing or damaged, Supplier should replace the missing/damaged items or opt to restrict further opening of the boxes pending an investigation of the incident for the protection of the Supplier and the recipient. Delivered should be rejected if found to be NOT in accordance with conditions stated in IAR.</li> <li>• Inspection and Acceptance Report (IAR) shall only be signed by the SDO/School Inspectorate Team if the delivery complies with the requirements.</li> </ul> <p><b>Note: See Joint Memorandum dated November 13, 2024 titled “<i>Updated Guidelines on the Conduct of Regional Early Procurement Activities (EPA) for the FY 2025 DepEd Computerization Program (DCP)</i>”.</b></p> <p><b>For more details, see the following annexes:</b></p> <p>a. Annex C. Terms of Reference for Lot 1 and Lot 2 Batch 2025-02: Smart TV Packages (STV)</p>	• Supply Officer	• Property Custodian
• Supply Officer	• Property Custodian		
5	<p><b>Warranty</b> - Under Section 62.1 of the 2016 revised IRR of RA No. 9184.</p> <p>For the procurement of Goods, in order to assure that manufacturing defects shall be corrected by the supplier, a warranty security shall be required from the contract awardee for a minimum period of three (3) months, in the case of Expendable Supplies, or a minimum period of one (1) year, in the case of Non-expendable Supplies, after acceptance by the Procuring Entity of the delivered supplies.</p> <p>The obligation for the warranty shall be covered by either retention money in an amount equivalent to at least one percent (1%) but not to exceed five percent (5%) of every progress payment, or a special bank guarantee equivalent to at least one percent (1%) but not to exceed five percent (5%) of the total contract price. The said amounts shall only be released after the lapse of the warranty period or, in the case of Expendable Supplies, after consumption thereof: Provided, however, That the supplies delivered are free from patent and latent defects and all the conditions imposed under the contract have been fully met.</p> <p>The Supplier shall supply and deliver only the best furniture for the learners and teachers</p> <p>The Supplier warrants that any damage or defect in the goods delivered, the supplier shall automatically and immediately replace the same with no question</p>		

	<p>at no cost to the school, DepEd or Government within two weeks from the time of the defects become apparent and reported by the school or the Department</p> <p>The supplier shall replace or immediately compensate the school for replacement of damaged goods, unassembled furniture, or any other defects attributable to the delivery and factory defect of the items delivered within two years from delivery, excepts for damages caused while being used by the learners in the school</p> <p>Supplier must immediately replace defective furniture and deliver its replacement without any cost with one week from the reported presence of defects. Supplier cannot deny or refuse the immediate replacement of the reported patently defective goods delivered to the school reasoning the goods were accepted by the school who are not experts to determine the quality of the goods</p>
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## ***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.

<b>Lot No.</b>	<b>Description/Recipient</b>	<b>Unit</b>	<b>Qty</b>	<b>Total Qty</b>	<b>Delivered, Weeks/Months</b>
1	Smart TV Package for SDO Abra	packages	66	66	Within one hundred twenty (120) calendar days upon receipt of Notice to Proceed – to be delivered in schools
	Smart TV Package for SDO Apayao	packages	24	24	
	Smart TV Package for SDO Benguet	packages	37	37	
2	Smart TV Package for SDO Baguio City	packages	13	13	Within one hundred twenty (120) calendar days upon receipt of Notice to Proceed – to be delivered in schools
	Smart TV Package for SDO Ifugao	packages	30	30	
	Smart TV Package for SDO Kalinga	packages	23	23	
	Smart TV Package for SDO Mt. Province	packages	32	32	
	Smart TV Package for SDO Tabuk City	packages	25	25	

## ***Section VII. Technical Specifications***

### **Notes for Preparing the Technical Specifications**

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying their Bids. In the context of Competitive Bidding, the specifications (*e.g.* production/delivery schedule, manpower requirements, and after-sales service/parts, descriptions of the lots or items) must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of transparency, equity, efficiency, fairness, and economy in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

#### **Sample Clause: Equivalency of Standards and Codes**

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words “*or at least equivalent.*” References to brand names cannot be used when the funding source is the GOP.

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.

In case of Renewal of Regular and Recurring Services, the Procuring Entity must indicate here the technical requirements for the service provider, which must include the set criteria in the conduct of its performance evaluation.

## 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>

<b>Lot No.</b>	<b>Specification</b>	<b>unit</b>	<b>QTY</b>	<b>Statement of Compliance</b> (State whether you comply or not comply)	<b>BIDDER'S ACTUAL OFFER</b> state the brand and model specifying the product offered with an attachment of official brochure or unamended sales literature as applicable
<b>LOT 1 and Lot 2: Batch 2025:02 - Smart TV Package (STV)</b> <b>Components per package:</b> b. 5 units Smart TV c. 5 units External Hard Drive <b>(per school recipient/package)</b>					
<b>1</b>	<b>Lot 1</b>	<b>packages</b>	<b>127</b>		
<b>2</b>	<b>Lot 2</b>	<b>packages</b>	<b>123</b>		
<b>TECHNICAL SPECIFICATIONS (Smart TV)</b>					
<b>Screen Resolution</b>	3840 x 2160 at least 60 FPS Refresh Rate <b>NOTE: attach Manufacturer Documentary Proof</b>				
<b>Screen Display</b>	LED / OLED / QLED <b>NOTE: attach Manufacturer Documentary Proof</b>				
<b>Screen Size</b>	Minimum industry standard 55", with actual screen size greater than or equal to 54.5" <b>NOTE: attach Manufacturer Documentary Proof</b>				
<b>Screen Mirroring</b>	Must be wireless and built-in <b>NOTE: attach Manufacturer Documentary Proof</b>				
<b>Power</b>	Auto Volt / Auto Sensing Frequency <b>NOTE: attach Manufacturer Documentary Proof</b>				
<b>Ports</b>	at least 1 x Ethernet port at least 2x HDMI ports at least 1x USB ver. 3.0 <b>NOTE: attach Manufacturer Documentary Proof</b>				

<b>Network</b>	802.11 b/g/n: Wi-Fi 4 802.11 ac: Wi-Fi 5 The network wireless adapter should be built-in. <b>NOTE: attach Manufacturer Documentary Proof</b>		
<b>Bluetooth</b>	Minimum Bluetooth 5.0 <b>NOTE: attach Manufacturer Documentary Proof</b>		
<b>Audio</b>	2.0 Channel At least 20W (10W per channel) <b>NOTE: attach Manufacturer Documentary Proof</b>		
<b>Operating System</b>	1. The Smart TV must run an operating system that is actively supported by the manufacturer, including the provision of regular security and feature updates. 2. For recently manufactured models, proof of active support may be demonstrated through the manufacturer's update policy for other Smart TV models of the same brand. 3. The Smart TV must: a. Be capable of being updated to the latest version of the operating system (OS) available at the time of bid submission. b. If the Smart TV does not ship with the most recent version, it must not be more than one (1) version behind the current release at the time of the opening of the bid and be susceptible of being updated to the most recent version. <b>4. Compliance with the foregoing may be established via Manufacturer Documentary Proof</b>		
<b>App Ecosystem</b>	The operating system must offer access to a well-established marketplace / selection of downloadable apps, ensuring access to educational content. The marketplace of apps must allow the download of YouTube at its latest version, any Web Browser at the time of the opening of the bid. <b>Compliance with the foregoing may be established via Manufacturer Documentary Proof</b>		
<b>Accessories</b>	Cable: 4K 60Hz HDMI Cable (at least 5 meters) Stand: TV leg stand Support: Wall Mounting Kit (can hold 30kgs, offers tilt and swivel feature) Remote Control: Remote Control (batteries included) Manual: Written in English <b>NOTE: attach Manufacturer Documentary Proof</b>		
<b>GENERAL REQUIREMENTS</b>			
<b>Common Standards</b>	Bidders must submit <u>during post qualification</u> certified true copies from the brand manufacturer to validate that the latter is: • ISO 9001:2015 (Quality Management System) certified • ISO 14001:2015 (Environmental Management System) certified <b>The LCB shall present the Certifications during the Post Qualification</b>		

<b>For International Brands</b> <b>a. International and Local Standards Certifications</b>	Aside from the common standards referred to above, international products offered must be: <ul style="list-style-type: none"> <li>• Certified by CE (Conformité Européenne)</li> <li>• Certified by FCC (Federal Communications Commission)</li> <li>• Energy Star-certified</li> <li>• NTC Type Approved</li> </ul> <b>NOTE: attach Manufacturer Documentary Proof</b>		
<b>b. Global proven quality</b>	<b>The manufacturer's smart TV product line (a)</b> has existed for at least (3 years); and (b) maintains physical offices, service centers, or distribution hubs in at least five (5) countries other than the Philippines, with at least one (1) country from North America, one (1) country from Western Europe, and one (1) country from Asia-Pacific. <b>NOTE: attach Manufacturer Documentary Proof</b>		
<b>c. International Warranty</b>	<b>The manufacturer's smart TV product line maintains sites that address warranty concerns</b> from the locations previously specified (i.e. global quality) that exist for the purpose of facilitating warranty claims and technical assistance <b>NOTE: attach Manufacturer Documentary Proof</b>		
<b>For Philippine-based Brands</b> <b>a. Local Standards Certifications</b>	Aside from the common standards referred to above, local brands must include: <ul style="list-style-type: none"> <li>• Philippine Standard (PS) License</li> <li>• Philippine Standard (PS) Mark</li> <li>• New Philippine Energy Label certificate or international equivalent</li> </ul> <b>Brand and model must be NTC type approved with certificate and applicable registration number</b> <b>NOTE: attach Manufacturer Documentary Proof</b>		
<b>b. Local Proven Quality</b>	<b>The manufacturer's smart TV product line (a)</b> has existed for at least (3) years; and (b) maintains physical offices, service centers, or distribution hubs in at least six (6) provinces in the country, with at least one (1) province from Luzon, one (1) province from Visayas, and one (1) province from Mindanao. <b>NOTE: attach Manufacturer Documentary Proof</b>		
<b>c. Local Warranty</b>	<b>The Manufacturer's smart TV product line maintains sites that address warranty concerns in the locations</b> Previously specified (i.e. local quality) that for the exist for the purpose of facilitating warranty claims and technical assistance <b>NOTE: attach Manufacturer Documentary Proof</b>		
<b>Deployment</b>	The Bidder must submit a delivery plan during the post qualification.		
<b>Terms of References</b>	Annex C. Terms of Reference for Lot 1 and Lot 2 Batch 2025-02: Smart TV Packages (STV)		

<b>TECHNICAL SPECIFICATIONS (External Hard Drive)</b>			
<b>Certification</b>	Product offered must either be: <ul style="list-style-type: none"> <li>• Certified by CE (Conformite Europeenne); or</li> <li>• Certified by FCC (Federal Communications Commission)</li> </ul> <b>NOTE: attach Manufacturer Documentary Proof</b>		
<b>Capacity</b>	5 Terabytes <b>NOTE: attach Manufacturer Documentary Proof</b>		
<b>Weight</b>	Maximum of 400 grams <b>NOTE: attach Manufacturer Documentary Proof</b>		
<b>Storage Media</b>	2.5" HDD <b>NOTE: attach Manufacturer Documentary Proof</b>		
<b>Rotational Speed</b>	5400 rpm <b>NOTE: attach Manufacturer Documentary Proof</b>		
<b>Compatibility</b>	exFAT (Extended File Allocation Table) for compatibility with both offered Smart TV and Windows4-based laptops. <b>NOTE: attach Manufacturer Documentary Proof</b>		
<b>Interface</b>	USB 3.1 Gen 1 / USB 3.0 compliant <b>NOTE: attach Manufacturer Documentary Proof</b>		
<b>Power</b>	DC 5V (Power supplied through USB) <b>NOTE: attach Manufacturer Documentary Proof</b>		
<b>Durability</b>	with Shockproof Portable Bag/Protective Carrying Case <b>NOTE: attach Manufacturer Documentary Proof</b>		
<b>LED Indicator</b>	Provides users with information about drive status / activity <b>NOTE: attach Manufacturer Documentary Proof</b>		
<b>Accessories</b>	USB 3.0 cable compatible with offered Smart TV Mount kit compatible with offered Smart TV Manual Written in English <b>NOTE: attach Manufacturer Documentary Proof</b>		
<b>Content</b>	Training Videos and other files to be provided by DepEd		
<b>GENERAL REQUIREMENTS</b>			
<b>International standards certifications</b>	Bidders must submit <u>during post-qualification</u> certified true copies from the brand manufacturer to validate that the latter is: <ul style="list-style-type: none"> <li>• ISO 9001:2015 (Quality Management System) certified</li> <li>• ISO 14001:2015 (Environmental Management System) certified</li> </ul> <b>The LCB shall present the Certifications during the Post Qualification</b>		
<b>Global proven quality</b>	The manufacturer's external drive product line (a) has existed for at least (3) years; and (b) maintains physical offices, service centers, or distribution hubs in at least five (5) countries other than the Philippines, with at least one (1) country from North America, one (1) country from Western Europe, and one country (1) from Asia-Pacific. <b>NOTE: attach Manufacturer Documentary Proof</b>		



<b>International warranty</b>	The manufacturer's external drive product line maintains sites that address warranty concerns from the locations previously specified (i.e. global quality) that exist for the purpose of facilitating warranty claims and technical assistance. <b>NOTE: attach Manufacturer Documentary Proof</b>		
<b>Terms of References</b>	Annex C. Terms of Reference for Lot 1 and Lot 2 Batch 2025-02: Smart TV Packages (STV)		

**NOTE:** "Manufacturer Documentary Proof" is explicitly defined as unamended manufacturer's sales documents / literature including brochures, official online sources, or communication from the official email address of the brand manufacturer. These are considered documents under the column labeled "Evidence of Compliance" and should be submitted as proof of compliance during the bid opening.

I hereby certify to comply with and deliver all the above requirements.

\_\_\_\_\_  
Name of Company/Bidder      Signature Over Printed Name of Representative      Date \_\_\_\_\_

## ***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) **in accordance with Section 8.5.2 of the IRR**

#### Technical Documents

- ☐ (b) 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**
- ☐ (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 **or** Original copy of Notarized Bid Securing Declaration; **and**
- ☐ (e) Conformity with the **Technical Specifications with an attachment of:**

#### **For Smart TV:**

#### **A. Manufacturer Documentary Proof - Brand and Model Offered**

#### **B. Manufacturer Documentary Proof - Standard Certifications:**

##### **1. For International Brands:**

- CE (Conformité Européenne) Certificate,
- FCC (Federal Communications Commission) Certificate,
- Energy Star Certificate, and
- Brand/model must be NTC type approved with certificate and applicable registration number

##### **2. For Philippine-based brands:**

- Philippine Standard (PS) License
- New Philippine Energy Label certificate or equivalent, and
- NTC certificate and applicable registration number of the offered product brand and model

#### **C. Manufacturer Documentary Proof – Globally proven Quality Brand Existence:**

##### **For International Brands:**

- The manufacturer’s smart TV product line (a) has existed for at least (3 years); and (b) maintains physical offices, service centers, or distribution hubs in at least five (5) countries other than the Philippines, with at least one (1) country from North America, one (1) country from Western Europe, and one (1) country from Asia-Pacific.

##### **For Philippine-based brands:**

- The manufacturer’s smart TV product line (a) has existed for at least (3) years; and (b) maintains physical offices, service centers, or distribution hubs in at least six (6) provinces in the country, with at least one (1) province from Luzon, one (1) province from Visayas, and one (1) province from Mindanao.

**D. Manufacturer Documentary Proof - Warranty:**

**For International Brands:**

-The manufacturer's smart TV product line maintains sites that address warranty concerns from the locations previously specified (i.e. global quality) that exist for the purpose of facilitating warranty claims and technical assistance

**For Philippine-based brands:**

-The Manufacturer's smart TV product line maintains sites that address warranty concerns in the locations Previously specified (i.e. local quality) that for the exist for the purpose of facilitating warranty claims and technical assistance

**For External Hard Drive:**

**A. Manufacturer Documentary Proof - Brand and Model Offered**

**B. Manufacturer Documentary Proof - Common Standards:**

-Certified by CE (Conformite Europeenne)

-Certified by FCC (Federal Communications Commission)

Manufacturer Documentary Proof - Global Proven Quality:

-The manufacturer's external drive product line (a) has existed for at least (3) years; and (b) maintains physical offices, service centers, or distribution hubs in at least five (5) countries other than the Philippines, with at least one (1) country from North America, one (1) country from Western Europe, and one country (1) from Asia-Pacific.

**C. Manufacturer Documentary Proof -Warranty:**

-The manufacturer's external drive product line maintains sites that address warranty concerns from the locations previously specified (i.e. global quality) that exist for the purpose of facilitating warranty claims and technical assistance.

which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**

- ☐ (f) 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**

- ☐ (g) 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***

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

## II. FINANCIAL COMPONENT ENVELOPE

- ☐ (i) Original of duly signed and accomplished Financial Bid Form; **and**
- ☐ (j) Original of duly signed and accomplished Price Schedule(s).

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

- ☐ (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.
- ☐ (l) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

## List of all Ongoing Government & Private Contracts including contracts awarded but not yet started

Business Name : \_\_\_\_\_

Business Address : \_\_\_\_\_

Name of Contract	Date of Contract	a. Owner's Name b. Address c. Telephone Nos.	Contract Duration	Date of Delivery	Kinds of Goods	Amount of Contract	Value of Outstanding Contracts
<b>GOVERNMENT</b>							
<b>PRIVATE</b>							

Note:

State all ongoing 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. Statement must be supported by a copy of the following:

1. Notice of Award or Contract
2. Notice to Proceed issued by the owner (*in the absence of Notice to Proceed (NTP), execute an affidavit that the bidder asserted all efforts in requesting the NTP. Indicate the circumstances and state the reasons. Attach letter of request as supporting documents*).

Submitted by: \_\_\_\_\_  
(Printed Name and Signature)

Designation : \_\_\_\_\_

Date : \_\_\_\_\_

*NOTE: Use another sheet if necessary*

## Statement of Single Largest Completed Contract (SLCC) Similar to the Contract to be Bid

Business Name : \_\_\_\_\_

Business Address : \_\_\_\_\_

Name of Contract	Date of Contract	a. Owner's Name b. Address c. TelephoneNos.	Contract Duration	Date of Delivery	Kinds of Goods	Amount of Completed Contract

Note: This statement shall be supported with:

1. Certificate of End-users Acceptance **and** Official Receipt/s **or** Sales Invoice.

Submitted by : \_\_\_\_\_

(Printed Name and Signature)

Designation : \_\_\_\_\_

Date : \_\_\_\_\_

## Omnibus Sworn Statement (Revised)

*[shall be submitted with the Bid]*

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

### AFFIDAVIT

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

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

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

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

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

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

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

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

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

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

*[If a partnership or cooperative:]* None of the officers and members of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or



the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

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

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

*[Insert signatory's legal capacity]*

Affiant

**[Jurat]**

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

**Bid Form for the Procurement of Goods***[shall be submitted with the Bid]***BID FORM**

Date : \_\_\_\_\_

Project Identification No. : \_\_\_\_\_

*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: \_\_\_\_\_

Project Identification No. \_\_\_\_\_

**Eligibility Form**

**CERTIFICATE OF NET FINANCIAL CONTRACTING CAPACITY**

*(Please show computation)*

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

<b>Particulars</b>	<b>Amount</b>
<i>Current Assets</i>	
<i>Less Current Liabilities</i>	
<i>Balance</i>	
<i>Multiplied by 15</i>	<i>15</i>
<i>Product</i>	
<i>Less on going (C)</i>	
<i>NFCC</i>	

*Where:*

*C = value of all outstanding or uncompleted portions of contracts/projects under ongoing contracts, including awarded contracts yet to be started coinciding with the contract to be bid.*

*This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.*

*(Company Authorized Representative)*

**NAME :**  
**DESIGNATION**

## **Bid Securing Declaration Form**

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

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REPUBLIC OF THE PHILIPPINES)  
CITY OF \_\_\_\_\_) S.S.

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

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

I/We, the undersigned, declare that:

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

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

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

*[Insert signatory's legal capacity]*  
Affiant

**[Jurat]**

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

**Price Schedule for Goods Offered from Within the Philippines**  
*[shall be submitted with the Bid if bidder is offering goods from within the Philippines]*

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**For Goods Offered from Within the Philippines**

Name of Bidder \_\_\_\_\_ Project ID No. \_\_\_\_\_ Page \_\_\_\_ of \_\_\_\_

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

Name: \_\_\_\_\_

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

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

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

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## ***For Goods Offered from Abroad***

Name of Bidder \_\_\_\_\_ Project ID No. \_\_\_\_\_ Page \_\_\_\_ of \_\_\_\_

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

Name: \_\_\_\_\_

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

**Allocation per Division for Lot 1 Batch 2025-02: Smart TV Packages (STV)**

<b>Division</b>	<b>Total Allocation</b>
<b>Abra</b>	66
<b>Apayao</b>	24
<b>Benguet</b>	37
<b>TOTAL</b>	<b>127</b>

**Allocation per Division for Lot 2 Batch 2025-02: Smart TV Packages (STV)**

<b>Division</b>	<b>Total Allocation</b>
Baguio City	13
Ifugao	30
Kalinga	23
Mt. Province	32
Tabuk City	25
<b>TOTAL</b>	<b>123</b>



**List of Recipient Schools for Lot 1 Batch 2025-02: Smart TV Packages (STV)**

	<b>Division</b>	<b>BEIS School ID</b>	<b>School Name</b>
1	Abra	135151	Cal-lao ES
2	Abra	135089	Amtuagan ES
3	Abra	135097	Dilong ES
4	Abra	135110	Supo ES
5	Abra	135100	Kili ES
6	Abra	135113	Tiempo ES
7	Abra	135116	Tubtuba ES
8	Abra	135118	Wayangan ES
9	Abra	135226	Tapayen Elementary School
10	Abra	135203	Belaat Elementary School
11	Abra	135012	Bagalay Elementary School
12	Abra	135014	Bumagcat ES
13	Abra	135140	Palang PS
14	Abra	135209	Daoidao ES
15	Abra	135126	Olo ES
16	Abra	135131	Turod ES
17	Abra	135190	Naguilian ES
18	Abra	135172	Bazar ES
19	Abra	135193	Sallapadan Bo. ES
20	Abra	135195	Ud-udiao ES
21	Abra	135163	Pilar CS
22	Abra	135153	Dintan ES
23	Abra	135154	Gapang ES
24	Abra	135159	Nagcanasan ES
25	Abra	135132	Arab ES
26	Abra	134998	Madago Elementary School
27	Abra	135009	Sto. Tomas Barrio School
28	Abra	135086	Agumanay ES
29	Abra	135104	Lul-luno ES
30	Abra	135092	Barit ES
31	Abra	135094	Botot ES
32	Abra	135105	Luzong ES
33	Abra	135106	Pacpaca ES
34	Abra	135202	Baybayatin PS
35	Abra	135062	Gaddani ES
36	Abra	135048	Bacooc ES
37	Abra	135057	Caridad Azares ES
38	Abra	135074	Nagtipulan ES
39	Abra	135073	Metodio ES
40	Abra	135077	Paganao E/S
41	Abra	135085	Villa San Isidro ES
42	Abra	135034	Liguís ES
43	Abra	135037	Mudeng ES

44	Abra	135031	Gongonot Elementary School
45	Abra	135016	Cardona Elementary School
46	Abra	135021	Mudiit ES
47	Abra	135022	Pacac ES
48	Abra	218521	Lourdes Zapata Elementary School
49	Abra	135026	Abaquid ES
50	Abra	135010	Tabiog ES
51	Abra	134991	Bugbog ES
52	Abra	134992	Calao ES
53	Abra	134994	Dugong ES
54	Abra	134999	Madalipay ES
55	Abra	135004	Quimloong ES
56	Abra	135008	Siwasiw ES
57	Abra	135003	Patoc ES
58	Abra	135185	Kilong-olao E/S
59	Abra	101016	Abra Special Education Center
60	Abra	134983	Sagap Elementary School
61	Abra	134971	Cosili ES
62	Abra	134972	Macarcarmay ES
63	Abra	134973	Maoay Elementary School
64	Abra	134974	Sappaac ES
65	Abra	218504	Cosili West PS
66	Abra	218506	Lubong PS
67	Apayao	135363	Emiliana Elementary School
68	Apayao	135365	Malekkeg Elementary School
69	Apayao	219003	San Juan ES
70	Apayao	135271	Mawigue ES
71	Apayao	220027	Turayok Elementary School
72	Apayao	135349	Alem ES
73	Apayao	219014	San Mariano Elementary School
74	Apayao	219023	AURORA ELEMENTARY SCHOOL
75	Apayao	219027	Upper Swan Elementary School
76	Apayao	135256	Buneg Elementary School
77	Apayao	135263	Buguit Elementary School
78	Apayao	137264	Matda Elementary School
79	Apayao	219018	Mabaguio ES
80	Apayao	219025	Cubet ES
81	Apayao	135334	San Sebastian ES
82	Apayao	135345	San Jose ES
83	Apayao	219004	Luyon ES
84	Apayao	135299	Binuan ES
85	Apayao	135314	Banan Elementary School
86	Apayao	135326	Tabba ES
87	Apayao	220025	Paco Valley ES
88	Apayao	135287	Balasi Elementary School
89	Apayao	135290	Flora East CS
90	Apayao	135244	Parina ES
91	Benguet	135722	Balangabang ES

92	Benguet	135725	Dorencio ES
93	Benguet	135738	Dackias ES
94	Benguet	100958	Tagadi Housing Elementary School
95	Benguet	135688	Camp 3 ES
96	Benguet	135703	Nangalisan ES
97	Benguet	135712	Taloy Norte ES
98	Benguet	135685	Andolor ES
99	Benguet	135717	Yagyagan ES
100	Benguet	135677	Michael G. Angel Elementary School
101	Benguet	135660	Marivic Elementary School
102	Benguet	135667	Sapid Elementary School
103	Benguet	135626	Lamut ES
104	Benguet	135593	Bekes Elementary School
105	Benguet	135592	Batangan Elementary School
106	Benguet	135583	Pudong ES
107	Benguet	135572	Kaliwaga Barrio School
108	Benguet	135590	Ubod Bo. Sch.
109	Benguet	135563	Beleng-Belis Barrio School
110	Benguet	135542	Asokong Pacso ES
111	Benguet	135546	Batan ES
112	Benguet	135550	Chapides ES
113	Benguet	135558	Tinaleb ES
114	Benguet	135506	Labilab ES
115	Benguet	135500	Maximino Fianza Lopez ES (formerly Anteg-in ES)
116	Benguet	219514	Karao Tribe Elementary School
117	Benguet	135408	Bulisay ES
118	Benguet	135410	Cabutotan ES
119	Benguet	135417	Labinio-Acquisio ES
120	Benguet	135418	Lamew ES
121	Benguet	135421	Nagawa ES
122	Benguet	219529	Mateo Balsaoen Elementary School
123	Benguet	135426	Talbino ES
124	Benguet	135376	Bonglo ES
125	Benguet	135391	Ja'pa ES
126	Benguet	135395	Pasdong ES
127	Benguet	135374	Bilis Elementary School

### List of Recipient Schools for Lot 2 Batch 2025-02: Smart TV Packages (STV)

	<b>Division</b>	<b>BEIS School ID</b>	<b>School Name</b>
1	Baguio City	136395	Magsaysay Elementary School
2	Baguio City	136396	Pinget Elementary School
3	Baguio City	136398	Quirino Hill ES
4	Baguio City	221504	Brookspoint Elementary School
5	Baguio City	136402	Gibraltar Elementary School
6	Baguio City	136410	Happy Hollow Elementary School
7	Baguio City	136412	Lindawan Elementary School
8	Baguio City	136381	Aguinaldo Elementary School
9	Baguio City	136383	Dominican-Mirador Elementary School
10	Baguio City	136385	Josefa Cariño Elementary School
11	Baguio City	136389	San Carlos Heights Elementary School
12	Baguio City	136390	San Luis Elementary School
13	Baguio City	136391	Sto. Tomas Elementary School
14	Ifugao	135944	Cocoy ES (Cudiaman)
15	Ifugao	135920	Balangbang ES
16	Ifugao	135928	Langayan Elementary School
17	Ifugao	135900	Ilap ES
18	Ifugao	135909	Panopdopan ES
19	Ifugao	135915	Sanafe ES
20	Ifugao	135916	Umilag Elementary School
21	Ifugao	135878	Abinuan ES
22	Ifugao	135886	Juchong ES
23	Ifugao	135894	Tupaya Elementary School
24	Ifugao	135861	Alimit Elementary School
25	Ifugao	135864	Bokiawan ES
26	Ifugao	135867	Dalligan ES
27	Ifugao	135875	Nungkigadan ES
28	Ifugao	135849	Baang ES
29	Ifugao	135851	Bokiawan ES
30	Ifugao	135834	Bitu ES
31	Ifugao	135840	Namulditan ES
32	Ifugao	135842	Pitawan ES
33	Ifugao	135811	Balawis ES
34	Ifugao	135822	Ducligan ES
35	Ifugao	135830	Uhaj Elementary School
36	Ifugao	135804	Panubtuban ES
37	Ifugao	220006	Asipulo CS - Annex
38	Ifugao	135784	San Quintin ES
39	Ifugao	135743	Bunag ES
40	Ifugao	135749	Galonogon ES
41	Ifugao	135758	Monggayang ES
42	Ifugao	135761	Talite Elementary School
43	Ifugao	137118	Damag North Elementary School
44	Kalinga	136124	Gaang Elementary School
45	Kalinga	136141	Dalkinsan Elementary School

46	Kalinga	136146	Mallango Elementary School
47	Kalinga	136148	Ngibat Elementary School
48	Kalinga	220503	Maswa Elementary School
49	Kalinga	136034	Asibanglan Elementary School
50	Kalinga	220511	Baclas Elementary School
51	Kalinga	220528	Tappo ES- Allangigan Annex
52	Kalinga	136072	Liwan East Elementary School
53	Kalinga	136080	San Quintin Elementary School
54	Kalinga	136014	Bagtayan Elementary School
55	Kalinga	136024	Dangtalan Elementary School
56	Kalinga	220513	Balinciagao ES - Limood Annex
57	Kalinga	136040	Camalog Elementary School
58	Kalinga	136059	Kullayanan Elementary School
59	Kalinga	136045	Katabbogan Elementary School
60	Kalinga	135987	Ag-agama Elementary School
61	Kalinga	135991	Latawan Elementary School
62	Kalinga	135995	Mallongan Elementary School
63	Kalinga	136116	Baclayam Elementary School
64	Kalinga	136120	Allubaggan Elementary School
65	Kalinga	135964	Balbalasang Elementary School
66	Kalinga	135984	Talalang Elementary School
67	Mt. Province	136357	Banaao Elementary School
68	Mt. Province	136355	Abungo Elementary School
69	Mt. Province	136358	Bantey Elementary School
70	Mt. Province	136359	Batayan Elementary School
71	Mt. Province	136364	Duagan Elementary School
72	Mt. Province	136367	Kayan Elementary School
73	Mt. Province	136371	Maket-an Elementary School
74	Mt. Province	136375	Sumadel Elementary School
75	Mt. Province	136341	Aguid Elementary School
76	Mt. Province	136344	Antadao Elementary School
77	Mt. Province	136349	Nacagang Elementary School
78	Mt. Province	136352	Taccong Elementary School
79	Mt. Province	136336	Demang Elementary School
80	Mt. Province	136303	Balindan Elementary School
81	Mt. Province	221010	Pacak Elementary School
82	Mt. Province	137103	Wellie Maclinic Elementary School
83	Mt. Province	221009	Damsite Elementary School
84	Mt. Province	136271	Maducayan Elementary School
85	Mt. Province	136280	Tonglayan Elementary School
86	Mt. Province	136236	Besao Elementary School
87	Mt. Province	136238	Catengan Elementary School
88	Mt. Province	136240	Gueday Elementary School
89	Mt. Province	136248	Tamboan Elementary School
90	Mt. Province	136203	Bebe Elementary School
91	Mt. Province	136222	Pactil Elementary School
92	Mt. Province	136214	Letang Elementary School
93	Mt. Province	136216	Mayag Elementary School


94	Mt. Province	136229	Soysoyoc Elementary School
95	Mt. Province	221003	Lebao Elementary School
96	Mt. Province	221016	Otucan Norte Elementary School
97	Mt. Province	136189	Lias Elementary School
98	Mt. Province	136190	Lingoy Elementary School
99	Tabuk City	136159	Banagan Elementary School
100	Tabuk City	136160	Bantay Elementary School
101	Tabuk City	136162	Bullaguian Elementary School
102	Tabuk City	136166	Dupag Elementary School
103	Tabuk City	136167	Gaogao Elementary School
104	Tabuk City	136179	Pinagan ES
105	Tabuk City	137049	Callagan Elementary School
106	Tabuk City	220501	PA-O ELEMENTARY SCHOOL
107	Tabuk City	220502	Gawidan Elementary School
108	Tabuk City	136165	Tuliao Elementary School
109	Tabuk City	136175	Masablang Elementary School
110	Tabuk City	136182	Tangbay Elementary School
111	Tabuk City	136153	Addang Primary School
112	Tabuk City	136154	Amlao Elementary School
113	Tabuk City	136161	Binongsay ES
114	Tabuk City	136094	Banneng Elementary School
115	Tabuk City	136002	Bayabat Elementary School
116	Tabuk City	220521	Pantar Elementary School
117	Tabuk City	220525	Burayukan Elementary School
118	Tabuk City	136009	Magsaysay Elementary School
119	Tabuk City	220523	Cataw Primary School
120	Tabuk City	220524	Burobor Elementary School
121	Tabuk City	136099	Camp Conrado M. Balweg Elementary School
122	Tabuk City	136107	Nambaran Elementary School
123	Tabuk City	136106	Matucnang Elementary School

**Terms of Reference for Lot 1 and Lot 2 Batch 2025-02: Smart TV Packages (STV)****General Specification:**

Procurement of Information Technology devices for DepEd Computerization Program for FY2025 (NEP) is consisted of two IT packages as follows;

1. SMART TV package consists of 5 Smart TVs and 5 External Hard Drives that are intended for public elementary schools.

**General Technical Specification and Terms of Reference:**

ITEM	
1	A certification from the Brand and product Manufacturer shall be provided confirming that the proposed brand and product parts will be available and serviceable for at least five (5) years after delivery and acceptance of the goods.
2	Unit must be brand new, and the model must be current and not in "end of life" as reflected in the current product line found in the manufacturer's official website or official product brochure or similar literature and in the Manufacturer's Certificate issued for this purpose.
3	Equipment marking and User Manuals, printed and/or electronic copies must be in English
4	<p>The bidder must have an at least one (1) authorized service center within Baguio City, one (1) in Tabuk City and at least one (1) in other provinces within CAR. (before the issuance of the contract)</p> <p>The bidder shall provide the following:</p> <ul style="list-style-type: none"> <li>• Signed notarized contract agreement between the bidder and authorized service partner.</li> <li>• A valid and current Business permit of the Service center.</li> <li>• Authorized Service Center/ s contact details.</li> </ul>
5	<p>The Smart TV must have:</p> <ul style="list-style-type: none"> <li>• waterproof and transparent at least <b>1x2 inches size</b> colored sticker bearing the DepEd logo, following the aspect ratio:</li> </ul> <div data-bbox="375 1377 678 1534" style="text-align: center;">  <p>The logo consists of the word 'DepEd' in a stylized blue font with a red flame-like shape above the 'e', followed by 'ED' in red. Below it, 'DEPARTMENT OF EDUCATION' is written in a smaller blue font.</p> </div> <ul style="list-style-type: none"> <li>• <b>2x4 inches</b> size sticker bearing Supplier's contact information (office address, email, mobile and landline numbers)</li> </ul>

## **Terms of Reference:**

### **I. TRAINING VIDEO**

The supplier shall provide training videos and presented as modules as follows:

- **Introduction**
- **Part 1: Equipment components and functionalities**
  - Smart TV
- **Part 2: Proper Installation and configuration of equipment**
  - This part contains the following topics:
    - Setting up Smart TV
      - Basic Information
      - TV Ports Usage
      - Connection via HDMI cable; or Connection via antenna cable, or other possible connections (if available in the school)
      - How to connect the TV to a network
      - Connecting an audio/video device
- **Part 3: Equipment warranty and technical support procedures**
  - Steps and procedures for hardware or software failure or malfunctions reporting using the helpdesk.
  - Orientation on the scope of warranties and procedures of the after sales support.
  - Helpdesk Support escalation procedures

### **II. PRE-DELIVERY INSPECTION**

During Pre-Delivery Inspection DepEd will use the "Inspection by Sampling" to inspect at least 10% of the total quantity of goods as described in DepEd Order No. 041 s. 2021 - *Inspection and Acceptance Protocols for the Procurement of Goods in the Department of Education* and shall use the recommended test procedure in the Annex G. Test Procedure for Smart TV and External HDD.

The inspection technique to be adopted during the pre-delivery inspection shall be based on the inspection or sampling plan prepared by the end-user. However, upon delivery to the project sites, sampling Methods of inspection shall not be applicable; thus, the items must be individually inspected. A maximum of only three (3) pre-delivery inspection activity will be accommodated.

### **III. DEPLOYMENT**

The details on deployment shall be in accordance with DepEd Order No. 041 s. 2021 - *Inspection and Acceptance Protocols for the Procurement of Goods in the Department of Education*.

List of recipient DepEd Recipient Schools and their locations shall be based on the Master List made available by the Region prior to Bidding.

The goods and services shall be delivered to the recipient schools within one hundred fifty (150) calendar days from receipt of the notice to proceed.

The Winning Bidder shall require all its service personnel to always wear their company IDs and uniform during deployment of DCP packages.



#### **IV. DELIVERY AND DOCUMENTS**

- a. Prior to the scheduled delivery to the Recipient Schools:
  - i. The Supplier shall notify the DepEd's Regional Office, Division Supply Office and Schools School Head or Designated Property Coordinators on the schedule of the delivery.
- b. Upon delivery of the Goods to the Recipient Schools:
  - i. The Package can only be unloaded when authorized School Personnel like School Property Custodian and the School Inspectorate Team are present. If the Schools Property Custodian is not present nor available during the arrival of the package at the school, the School Head or Principal should designate/ appoint plantilla personnel to receive, inspect and accept the DCP packages. School Head/Principal is also authorized to receive the DCP package. An original supporting document of the designation must be provided to the supplier.
  - ii. The supplier / forwarder shall bring the delivery receipt with quantity and specification of the delivered package to recipient schools and turned over to the School Property Custodian or designated alternate:
  - iii. The Schools Property Custodian (or designated alternate) shall perform an initial checking for the delivered package as to physical conditions of the boxes, quantity and if conforms to the items specified in the Inspection and Acceptance Report (IAR) and Property Transfer Report (PTR) prior to signing of Delivery Receipt.
  - iv. In case there are item/ s is/ are missing or damaged, Supplier should replace the missing/ damaged items immediately. Deliveries should be rejected if found to be NOT in accordance with conditions stated in IAR.
  - v. Upon determination that deliveries are complete and in order, the School Property Custodian can now sign the PTR.
  - vi. The School's Inspectorate Team shall sign the Inspection Report for quantity, physical form and condition and if the deliveries comply with the requirements; if not, the deliveries must be rejected.
  - vii. The acceptance portion of the Inspection and Acceptance Report (IAR) and received by portion of the Property Transfer Report (PTR) shall then be signed by the School Property Custodian
- c. After the deliveries of the Goods to the Schools Recipient Schools:

All pertinent original documents should be accomplished by authorized school personnel below:

<b>Document</b>	<b>School/Office</b>
1. Inspection and Acceptance Renort (IAR)	Designated Inspectorate Team
2. Delivery Receipt (DR)	Property Custodian/Designated
3. Certificate of Completion (CoC)	School Head/Principal
4. Inventory of Transfer (ITR)	Property Custodian/Designated

#### **SCHEDULE OF PAYMENT**

##### **• Progress Payments**

Supplier may submit a request for payment based on the Progress Reports which shall be attached to the progress billing and should include the following: (i) quantities of items delivered based on the schedule of deliveries and other relevant terms and conditions of the contract; and (ii) Inspection and acceptance reports, including certification by supplier, as

approved by duly authorized DepEd representative, that the items have been delivered on/ or properly installed and commissioned in accordance with the contract.

Delivery documents as may be subsequently prescribed by DepEd shall be provided by the Supplier.

For the initial progress payment, a minimum of 25% of the Contract Price shall be paid to the Supplier upon a minimum of 25% delivery of the requirement duly inspected and accepted.

Payments shall be subject to the "Warranty" provision in the form of either retention money in an amount equivalent to at least 3% of every progress payment, or a special bank guarantee in the amount equal to at least 3% of the Contract Price required in Section 62 of RA 9184 and its IRR.

The method and conditions of payment to be made to the Supplier through the Government disbursement procedure within sixty (60) days after the date of acceptance of Goods at the project Site and upon submission of documents under this contract shall be as follows:

• **Final payment**

Final payment shall constitute release of the retention money in case of expiry of the warranty period, or whatever is left of it, after it has been called for use under the warranty provision.

**V. AFTER SALES SUPPORT**

1. The supplier shall maintain the IT equipment to be functional and in good running condition as a whole package by providing the post implementation support and services including: (i) Operation and management of deployment and (ii) deployment of support technicians for maintenance, troubleshooting and repair purposes.

2. Technical Support: The Supplier must have affiliated active service centers with personnel possessing any of the following: NC-II in Computer Hardware Servicing, or Licensed Electronics Technician, or Manufacturer's Certified Technician, in at least two (2) locations (in different provinces) in every region where the equipment will be deployed. Signed notarized contract agreement between the bidder

and affiliated service partner shall be included in the submission. A valid and current Business permit shall be attached in the agreement. Bidder must submit List of Service Centers with contact

details for all applicable Lots joined.

3. A three (3) day guarantee to repair the unit/ s upon receipt of the request/report of the recipient school. Ensure availability of required spare parts of hardware items for quick response time.

4. In case unit/s cannot be repaired within the three (3) day guarantee period, **Supplier shall provide service unit/s to avoid school disruption on their equipment utilization**, and the unit/s must

also be replaced within the maximum of seven (7) calendar days. **Service unit/s and replacement must be of the same branding specifications and shall be installed prior to pull-out of the defective**

or unrepairable unit/ s.

5. The supplier will be requested to provide the Company profiles and Technical Support contact details. Two different mobile numbers from the main telephone companies to be provided and to be operational at least 8 hours/day and 5 days/week (business hours and days).
6. Supplier shall set up and manage Helpdesk Support that shall accommodate and process all queries and troubleshooting calls within applicable business hours and business days.
7. Supplier shall accommodate and process the recipient's immediate technical support for both hardware and software. Inquiries coming from the emails, phone calls, letters and SMS from different TelCos coming from the recipient school are considered official communication modes and shall be addressed accordingly.
8. Supplier shall submit monthly summary reports of received, resolved, pending and closed issues to DepEd Regional Office.
9. Supplier shall respond reports indicating resolved, pending and closed issues to DepEd Regions and Division.
10. Supplier shall provide a technical guide (video clips) on how to install, configure and maintain the DCP packages.

## **VI. WARRANTY**

A three (3)-year comprehensive and onsite warranty for the whole IT Equipment (Smart TV and External HDD) package will be applied. The 3-year period shall reckon from the date of issuance of the Certification of Final Acceptance by the DepEd that the delivered goods and services have been duly inspected and accepted (final acceptance).

The obligation for the warranty shall be covered by retention money in an amount equivalent to three percent (3%) from every progress payment or special bank guarantee equivalent to three percent (3%) of the Contract Price.

In case the Supplier opts for retention money, the amount shall only be released after the lapse of the entire warranty period, unless during the remainder of the warranty period, the retention money is substituted with a special bank guarantee as prescribed above.

The Special Bank Guarantee shall not contain any deletion, crossing-out, expunction, or any form of correction. Otherwise, DepEd may reject such security if any such intercalation or alteration affects any materials information or feature of the document.

## ANNEX D

### Test Procedure for Smart TV and External Hard Drive

ITEM: SMART TV AND EXTERNAL HARD DRIVE

DATE AND TIME OF SAMPLE PHYSICAL EVALUATION/INSPECTION: \_\_\_\_\_

NAME OF BIDDER/SUPPLIER: \_\_\_\_\_

ITEM: **SMART TV**

DEVICE INFORMATION	EVALUATION DETAILS	REMARKS / COMMENTS
BRAND		
MODEL		
SCREEN SIZE		
PORTS		

ITEM: **External Hard Drive**

BRAND		
MODEL		

PROJECT NO.: \_\_\_\_\_

DATE AND TIME OF SAMPLE/TESTING EVALUATION: \_\_\_\_\_

NAME OF BIDDER: \_\_\_\_\_

#### INSTRUCTION TO BIDDERS:

- Bidders are expected to bring Laptops installed with any of benchmark software (Pass Mark, PCMark, CrossMark, CineBench & GeekBench, etc), and portable Bluetooth speaker.
- DepEd Logo sticker shall not be required for the samples during post qualification.
- Training Video must be installed in the external drive.

#### THE FOLLOWING ITEMS ARE REQUIRED FOR TESTING:

- One (1) Smart TV
- One (1) External Hard Disk Drive

Add remote control responsiveness  
Batt rqmnt vs test rqmnt have diff parameters

DEVICE INFORMATION		ITEMS	PROCEDURE	PARAMETER		EVALUATION DETAILS	COMPLIANCE (Comply / Not Comply)	REMARKS / COMMENTS
1	SMART TV Accessories	Dimensions	<ul style="list-style-type: none"> <li>Check Smart TV accessories availability</li> </ul>	Accessories	Remote control, wall bracket, TV stand, and HDMI cable are available			
2	SMART TV DISPLAY	LCD/LED	<ul style="list-style-type: none"> <li>Run Benchmark Software</li> <li>Run Monitor Test for Black and White</li> </ul>	High Contrast Black	ON BLACK: There should be no; 1. bright dot; 2. white dot; and 3. light leakage in the TV screen			
				High Contrast White	ON WHITE There should be no; 1. dark dot; 2. yellow mark; 3. ripple mark; light leakage in the TV screen			

4	SMART TV PERFORMANCE	Display	<ul style="list-style-type: none"> <li>Set-up screen resolution to 4k (3840 x 2160)</li> <li>Playback video with 4k quality for 30 minutes.</li> </ul>	Display Resolution	<ul style="list-style-type: none"> <li>Video should not show obvious image/screen artifacts.</li> </ul>			
5	SMART TV Accessory	Remote Control	<ul style="list-style-type: none"> <li></li> </ul>	Remote control Function	<ul style="list-style-type: none"> <li>Remote control should respond to its functionalities for the following: <ul style="list-style-type: none"> <li>Powering on and shutting down the TV</li> <li>opening/play Youtube, Netflix, and other applications installed.</li> <li>Setting-up TV resolution, brightness, connectivity (Bluetooth, wi-fi, casting/mirroring)</li> </ul> </li> </ul>			

6	SMART TV CONNECTIVITY	Connectivity	<ul style="list-style-type: none"> <li>Open Wi-Fi Settings</li> <li>Connect to Wi-Fi</li> </ul>	Wi-Fi	Successfully connected to the Wi-Fi			
			<ul style="list-style-type: none"> <li>Connect Ethernet cable to the TV</li> </ul>	Ethernet	Successfully connected to the network			
			<ul style="list-style-type: none"> <li>Open Bluetooth Settings</li> <li>Connect to a Bluetooth device</li> </ul>	Bluetooth	Successfully connected to the Bluetooth device			
			<ul style="list-style-type: none"> <li>Open settings</li> <li>Locate and enable wireless mirroring.</li> <li>Cast to Smart TV</li> </ul>	Wireless Mirroring	Successfully casts content to the Smart TV			
7	SMART TV AND EXTERNAL HARD DISK DRIVE		<ul style="list-style-type: none"> <li>Connect the External Hard Drive to Smart TV.</li> </ul>	Storage Connect	Must be able to read and access the External Hard Disk Drive			

