



Republic of the Philippines  
Sandiganbayan  
Quezon City

## **PHILIPPINE BIDDING DOCUMENTS**

**Procurement of Goods**

**Re-Advertisement**

**Procurement of One (1) Lot  
Four (4) Steno Writer Machines with Computer  
Aided Transcription Software and  
Fourteen (14) Laptop Computers**  
*[Reference No.: SB-BID08.1-2022]*

*Sixth Edition  
July 2020*

# Preface

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

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

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

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

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

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

# Table of Contents

<b>Glossary of Acronyms, Terms, and Abbreviations .....</b>	<b>4</b>
<b>Section I. Invitation to Bid.....</b>	<b>7</b>
<b>Section II. Instructions to Bidders.....</b>	<b>10</b>
1. Scope of Bid .....	11
2. Funding Information.....	11
3. Bidding Requirements .....	11
4. Corrupt, Fraudulent, Collusive, and Coercive Practices .....	11
5. Eligible Bidders.....	12
6. Origin of Goods .....	12
7. Subcontracts .....	12
8. Pre-Bid Conference .....	13
9. Clarification and Amendment of Bidding Documents .....	13
10. Documents comprising the Bid: Eligibility and Technical Components .....	13
11. Documents comprising the Bid: Financial Component .....	13
12. Bid Prices .....	14
13. Bid and Payment Currencies .....	14
14. Bid Security .....	15
15. Sealing and Marking of Bids .....	15
16. Deadline for Submission of Bids .....	15
17. Opening and Preliminary Examination of Bids .....	15
18. Domestic Preference .....	16
19. Detailed Evaluation and Comparison of Bids .....	16
20. Post-Qualification .....	16
21. Signing of the Contract .....	17
<b>Section III. Bid Data Sheet .....</b>	<b>18</b>
<b>Section IV. General Conditions of Contract .....</b>	<b>21</b>
1. Scope of Contract .....	22
2. Advance Payment and Terms of Payment .....	22
3. Performance Security .....	22
4. Inspection and Tests .....	22
5. Warranty .....	23
6. Liability of the Supplier .....	23
<b>Section V. Special Conditions of Contract .....</b>	<b>24</b>
<b>Section VI. Schedule of Requirements .....</b>	<b>29</b>
<b>Section VII. Technical Specifications .....</b>	<b>30</b>
<b>Section VIII. Checklist of Technical and Financial Documents .....</b>	<b>42</b>

# *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  
Sandiganbayan  
Quezon City

**INVITATION TO BID**

**Re-Advertisement**

**Procurement of One (1) Lot  
Four (4) Steno Writer Machines with Computer Aided Transcription  
Software and Fourteen (14) Laptop Computers**  
[Reference No.: SB-BID08.1-2022]

1. The Sandiganbayan, through its Continuing Appropriations and the General Appropriations Act of 2022, intends to apply the total amount of **Five Million Five Hundred Ninety Thousand Pesos (PhP5,590,000.00), inclusive of 12% Value Added Tax (VAT), being the Approved Budget for the Contract (ABC)** for the *Procurement of One (1) Lot Four (4) Brand New Steno Writer Machines with Computer Aided Transcription Software and Fourteen (14) Brand New Laptop Computers* with technical specifications stated in Section VII of herein Bidding Documents. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The Sandiganbayan now invites bids for the above Procurement Project. Delivery of the Goods is required within **thirty (30) days** after the receipt by winning bidder of the Notice to Proceed (NTP). 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 the Sandiganbayan and inspect the Bidding Documents at the address given below from 8:00 A.M to 4:00 P.M.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **December 29, 2022** at the Legal Research and Technical Staff, 2/F, Sandiganbayan Centennial Building, Batasan Road, Commonwealth Ave., Quezon City or may be

downloaded at <https://sb.judiciary.gov.ph/> and upon payment of the applicable fee of **Five Thousand Pesos (PhP5,000.00)**, pursuant to the latest Guidelines issued by the GPPB.

The Procuring Entity shall allow the bidder to present its proof of payment for the fees either through personal, facsimile, or electronic means.

6. The Sandiganbayan will hold a **Pre-Bid Conference on January 9, 2023, 2:00 P.M.** through videoconferencing platform which shall be open to all prospective bidders. Interested parties are advised to email the BAC Secretariat at [sbbacsecretariat@gmail.com](mailto:sbbacsecretariat@gmail.com) before the scheduled date of Pre-Bid Conference to request for the online meeting credentials.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below **on or before January 24, 2023, 1:30 P.M.** Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. **Bid Opening** shall be **on January 24, 2023, 2:00 P.M.** at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The *Sandiganbayan* 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. In case any of the above dates are declared a non-working day by a competent national or local government office, the corresponding procurement activity shall be moved to the next working day.
12. For further information, please refer to:

Atty. Dashell C. Yancha-Po  
Head, BAC Secretariat  
Legal Research and Technical Staff  
2/F Sandiganbayan Centennial Building  
[sbbacsecretariat@gmail.com](mailto:sbbacsecretariat@gmail.com)

[original signed]  
**Atty. Ma. Teresa S. Pabulayan**  
Chairperson, BAC

December 29, 2022.

## ***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, Sandiganbayan, wishes to receive Bids for the **Procurement of One (1) Lot Four (4) StenoWriter Machines with Computer Aided Transcription Software and Fourteen (14) Laptop Computers** with Reference *No.: SB-BID08.1-2022*.

The Procurement Project (referred to herein as “Project”) is composed of One (1) Lot, 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 2022 in the amount of **Five Million Five Hundred Ninety Thousand Pesos (PhP 5,590,000.00), inclusive of 12% Value Added Tax (VAT)**.

2.2. The source of funding is:

*a.* NGA, the General Appropriations Act or Special Appropriations.  
*(Continuing 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. *For the procurement of Non-expendable Supplies and Services:* The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

## 6. Origin of Goods

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

## 7. Subcontracts

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

The Procuring Entity has prescribed that:

- a. Subcontracting is allowed. The portions of Project and the maximum percentage allowed to be subcontracted are indicated in the **BDS**, which shall not exceed twenty percent (20%) of the contracted Goods.
- 7.2. *[If Procuring Entity has determined that subcontracting is allowed during the bidding, state:]* The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
  - 7.3. *[If subcontracting is allowed during the contract implementation stage, state:]* The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised

IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.

- 7.4. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

## **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 and/or through videoconferencing/webcasting as indicated in paragraph 6 of the **IB**.

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

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

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

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *five (5) years* prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

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

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 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 e.
  - 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 **Section VII (Technical Specifications)**.

## 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 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 *one hundred twenty (120) calendar days* from the bid opening. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

## **15. Sealing and Marking of Bids**

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

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

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

## **16. Deadline for Submission of Bids**

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

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

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

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

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



## 18. Domestic Preference

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

## 19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring 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 15 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 1 – One Project having several items that shall be awarded as one contract.**

- 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	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> <li>a. Projects related to the supply, delivery, and installation of steno writer machines with computer aided transcription software and related equipment</li> <li>b. completed within five (5) years prior to the deadline for the submission and receipt of bids.</li> </ul>
7.1	<p>Subcontracting is allowed. 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 goods to be subcontracted shall not be a significant or material component of the Project.</p>
12	<p>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. <b>N/A</b></p>
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> <li>a. The amount of not less than <i>two percent (2%) of ABC</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than <i>five percent (5%) of ABC</i>, if bid security is in Surety Bond.</li> </ul>
15	<p>Bidders shall submit <b>one (1) original and one (1) certified true copy of their bids.</b></p>
19.3	<p>The award is for the procurement of four (4) brand new steno writer machines with computer aided transcription software and fourteen (14) laptops with an Approved Budget for the Contract of Five Million Five Hundred Ninety Thousand Pesos (PhP 5,590,000.00), inclusive of 12% VAT.</p>
20.2	<p>For purposes of post-qualification, the Procuring Entity requires the Bidder with Lowest Calculated Bid (LCB) to submit the following documentary requirements:</p> <ol style="list-style-type: none"> <li>1. Latest Income and Business Tax Returns;</li> <li>2. Latest Quarterly Income Tax Payment for the year filed through the BIR Electronic Filing and Payment System (eFPS), if applicable;</li> <li>3. Latest Quarterly VAT payment for the year also filed through the BIR eFPS, if applicable;</li> <li>4. Audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited</li> </ol>

	<p>and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission;</p> <p>5. Original Copy of the Notice of Award or Notice to Proceed, or any such other proof of award of all ongoing contracts declared in the Statement of All On-Going Government &amp; Private Contracts (Including Contract Awarded But Not Yet Started);</p> <p>6. Such other legal requirements and applicable licenses relevant to the project, as necessary.</p> <p><i>Note: The latest income and business tax returns are those within the last six (6) months preceding the date of bid submission.</i></p>
21.2	The SB BAC reserves the right to require additional contract documents relevant to the Project.

## ***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**.

## 3. **Performance Security**

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

## 4. **Inspection and Tests**

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

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

## **5. Warranty**

- 6.1. 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.
- 6.2. 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>ONLY AS APPLICABLE:</b></p> <p><i>[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]</i></p> <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 delivered <i>[indicate place of destination]</i>. 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 <i>[indicate place of destination]</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <i>[indicate name(s)]</i>.</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: <i>Select appropriate requirements and delete the rest.</i></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>

- 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.
- f. *[Specify additional incidental service requirements, as needed.]*

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

**Spare Parts –**

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

*Select appropriate requirements and delete the rest.*

- a. 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
- b. in the event of termination of production of the spare parts:
  - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
  - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

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

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of *[indicate here the time period specified. If not used indicate a time period of three times the warranty period]*.

Spare parts or components shall be supplied as promptly as possible, but in any case, within *[insert appropriate time period]* months of placing the order.

	<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>
2.2	<b>Partial payment is not allowed.</b>
4	The inspections and tests, <i>as necessary and applicable</i> , will be conducted by the Sandiganbayan BAC, BAC-TWG, Inspection Committee, and/or End-User at the Sandiganbayan Centennial Building, Commonwealth Ave., Quezon City.

## *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>Item Number</b>	<b>Description</b>	<b>Quantity</b>	<b>Total</b>	<b>Delivered, Weeks/Months</b>
1	Brand New Steno Writer Machines with Computer Aided Transcription Software	Four (4) units	One (1) Lot	Supply, delivery and installation of the four (4) steno writer machines with computer aided transcription software and fourteen (14) laptops within thirty (30) days upon receipt of the Notice to Proceed (NTP)
2	Brand New Laptop Computers	Fourteen (14) units		

**I hereby certify to complete and deliver all of the above requirements:**

\_\_\_\_\_  
**Name of Company/Bidder**

\_\_\_\_\_  
**Signature over Printed Name of Representative**

\_\_\_\_\_  
**Date**

## ***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.



# Technical Specifications and Terms of Reference

## Procurement of Four (4) Units Steno Writer Machines with Computer Aided Transcription Software and Fourteen (14) Units of Laptops

### A. INTRODUCTION

These Technical Specifications refer to the procurement of four (4) units of Steno Writer Machines with Computer Aided Transcription Software and Fourteen (14) units of Laptop computers for use of the Court's Stenographers to be procured through competitive bidding.

### B. BUDGET

The Sandiganbayan has allocated the sum of **Five Million Five Hundred Ninety Thousand Pesos (Php 5,590,000.00)**, being the Approved Budget for the Contract (ABC), for this procurement project which consists of the following equipment:

Quantity (unit)	Item/Description
	<b>Steno Writer Machines with Computer Aided Transcription Software</b>
4	Steno Writer
4	Computer Aided Transcription Software
14	Laptops

### C. FEATURES AND SPECIFICATIONS

#### 1. Steno Writer

##### i. Features:

- Full color, high resolution LCD touch screen which pivots a full 180 degrees;
- Six capacitive touch sensors;
- Touch screen scrolling of text and steno notes;
- Touch screen adjustment of text font size;
- Screen saver option;
- Keyboard and individual key sensitivity adjustments;
- Numbered depth of stroke and tension adjustment wheels;
- Adjustable digital clock with month, date and time;
- Adjust beeper volume;
- Adjust screen brightness and text color and font size
- View text, steno notes or text and steno notes simultaneously;
- Realtime ready through USB, virtual serial port, Bluetooth and wifi;
- Backup SD card saves steno notes, timestamps and audio;
- Data SD card saves steno notes, timestamps, job dictionary and audio;
- Record and playback audio with optional microphone and headset;
- Date and timestamp note files;
- Automatically load main and job dictionaries;
- A/An resolution, Auto-Conflict, Brief It and suffix handling options;

- Search for and display the previous or last Question, Answer, untranslated, StenoMark;
- Reopen an existing files for readback and audio playback;
- Option to use Opus Audio or Way formats;
- Service reminder message to help you keep the steno writer machine operating at peak performance.

**ii. Specifications:**

Screen Type	Full Color, High Resolution LCD
Data Storage Internal Memory SDHC Back-up Micro SDHC	At least 6 Gb At least 8 Gb At least 8 Gb
Size and Weight	Height when display is folded: 2.75 in (6.98 cm) Width: 9.125 in. (23.18 cm) Depth: 10.3 in. (26.2 cm) Weight (writer only): 3 lbs. 10.5 oz. or 3.65 lbs. (1.66kg) LCD Thickness: .62 in. (1.57 cm.) Tripod weight: 1.375 lbs. (0.625 kg)
Display	Capacitive Touch, Color Active TFT LCD Diagonal Screen Size: 7 in (17.8 cm) Screen resolution: 800 x 480 (WVGA-“Wide VGA”)
Screen Tilt	The screen tilts to any range between 0 to 180 degrees; Tilts fully forward to protect screen while not in use, and during transport; Tilts fully backward to fit screen comfortably under tables, and accommodate different work environments. Screen display font size: 5 user-selectable font size choices for comfortable viewing of screen text.
Depth and Tension Wheels	Depth: Roll the left thumbwheel backward to raise or forward to lower the entire keyboard, including the number bar for stroke depth. Numbering on the side for precise positioning.  Tension: Roll the right thumbwheel backward to reduce or forward to increase keyboard tension to suit your personal preference. Numbering on the side for precise positioning.
Function Touch Sensors	Six conveniently located touch sensors provide interaction with writer settings and operations.
USB 2.0 Type A	The USB 2.0 Type A is available for easily copying steno note files and audio recording files to a flash drive.
USB Type C	The USB Type C port is available: Reversible; Realtime translation with Computer Aided Transcription Software and other (CAT) software; Transfer of dictionaries (personal and job) from other CAT software; Installation of software updates downloaded from Stenograph; Will act as a power source if connected to a powered USB port when battery and charger power is not available (sub optimal to charger).
Headphone Jack (Audio Playback)	An industry-standard 3.5 mm mono headphone jack provides broad compatibility with variety of headsets.
Microphone Jack (Audio	An industry-standard 3.5 mm mono microphone allows

Recording)	digital recording of audio, through an external microphone, for creating and audio backup of proceedings.
Audio Sync OTG	<p>The steno writer machine has the following audio recording/playback specifications and capabilities:</p> <p>Audio recordings are stored in the popular and portable WAV file format or the high quality and low file size, OPUS file format. Playback of the audio file can occur in the writer for review during the proceedings, or later while editing in Computer Aided Transcription Software or other compatible programs.</p> <p>The audio file is synchronized to the written testimony for instant click and play capability. This is helpful for reviewing before reading back testimony from the steno writer machine display screen.</p> <p>Compression Rates: A selectable compression rate enables a choice of conserving space or achieving higher fidelity when recording. Selectable compression rates are GSM (5.8MB/hour}, ADPCM (14.7 MB/hour) compared to the GSM and ADPCM codec options.</p> <p>Monitor live audio while recording allows the user to listen to the recording through an attached headset.</p> <p>Audio Pause Audio Option: When no new steno is written for the specific time, recoding is paused to conserve SD card space. Audio recording resumes automatically upon writing a steno stroke.</p> <p>When using a Computer Aided Transcription Software dictionary in the writer, the user can pause and resume audio by writing steno strokes defined for pause and resume giving the user complete control right from the steno keyboard.</p>
Dictionary Transfer and Usage	Computer Aided Transcription Software and Job dictionaries quickly downloaded to the writer via a USB cable or WiFi connection.
<b>Power Specifications</b>	
Internal Power Supply	<p>Operating time with all features: 12+</p> <p>Full-charge time: About 5 to 6 hours</p> <p>Battery Life; 2 to 3 years</p>
“FailSafe” Mode	<p>If the charge level of the internal battery becomes too low and you are not using the AC adapter/charger, the writer will enter Failsafe Mode. In FailSafe mode, these non-essential functions are disable:</p> <p style="text-align: center;">LCD display; Bluetooth communication; WiFi communication.</p> <p>The writer will continue to operate in Failsafe mode for approximately 3 hours.</p>

	<p>In Failsafe mode, these essential functions continue to operate:</p> <ul style="list-style-type: none"> <li>Saving of Steno notes and audio to Main Data SD</li> <li>Saving of Steno notes to Backup Micro SD Card</li> <li>Saving of Steno notes to internal memory</li> </ul>
<p>USB Power:</p>	<p>When no battery power or A/C adapter is available for the writer, power can come from a computer via the USB Type C cable. All features will be functional, including the display, the main/backup SD cards, AudioSync recording and USB Type A port for Thumb Drive usage.</p>
<p><b>Realtime Communication Capabilities</b></p>	
<p>Bluetooth Wireless</p>	<p>The steno writer machine has built-in Bluetooth capability for wireless realtime communication with the following specifications:</p> <p>Bluetooth is compatible with computer aided transcription software and all other CAT software that use a Stenograph compatible serial protocol for real time communication. Virtually all US-based CAT software uses a Stenograph compatible serial protocol.</p> <p>Bluetooth communication range between writer and computer is 300 feet (91.44 meters) or less; and does not have to be line-of-sight. Effective Range of Bluetooth can be influenced by many technological and environmental factors.</p> <p>The USB dongle software and driver software for the CAT computer is required for Bluetooth realtime communication.</p>
<p>WiFi Wireless Realtime</p>	<p>The steno writer machine has built-in WiFi capability for wireless realtime communication with the following specifications:</p> <p>WiFi is compatible with computer aided transcription software version 10.6 and above.</p> <p>Computer Aided Transcription Software and steno writer machine must be connected to the same WiFi access point. Communication range is determined by WiFi access point and many technological and environmental factors.</p>
<p>USB Realtime (USB Type C)</p>	<p>The steno writer machine is capable of USB realtime communication with the following specifications:</p> <p>USB realtime communication is compatible with computer transcription software and other CAT software, which use a Stenograph compatible USB realtime protocol.</p> <p>Installation of Stenograph USB Writer driver is required on the CAT computer. The USB Writer driver can be installed from the utilities CD that comes when the steno writer machine or may be downloaded from Stenograph.com.</p>

<b>Memory Usage, Storage and Capacity</b>	
<p>Triple-Protection Storage &amp; Low Space Warning</p>	<p>The steno writer machine stores files in three locations to ensure the protection of important files. Files are stored to the following locations:</p> <ul style="list-style-type: none"> <li>Main data Card (SHDC)</li> <li>Backup Data Card (Micro SD)</li> <li>Internal memory</li> </ul> <p>When Main Data Card storage capacity is low, the steno writer machine used two low storage capacity operation modes to ensure notes files are recorded:</p> <p>When only 75MB of space remains on the Main Data SD card, the audio recording will not be saved to the Data SD card. Steno will continue to be saved to the Main Data SD card. Audio recording (at GSM compression) and Steno will continue to be saved to the Backup Micro SD card.</p> <p>When only 12 MB of space is available on the Main Data SD card, when powering on the writer, a visual warning indicates recorded to the Main Data SD card.</p> <p>When the Main Data SD card becomes full, an audible and visual warning is issued. All writing to the Main Data SD card ends. Data continues to be written to the Backup Micro SD.</p>
<p>Main Data SDHC Card</p>	<p>The Main Data SD card has the following functions and specifications:</p> <p>Compatible Card Sizes: 4GB to 32GB SHDC cards supported</p> <p>Files stored on Main Data SD card:</p> <ul style="list-style-type: none"> <li>Steno with Timestamps</li> <li>Audio, Wav or opus files</li> <li>Reopen and Append data</li> </ul> <p>Storage Capacity Equivalencies:</p> <ul style="list-style-type: none"> <li>1GB card = 170 hours of audio at GSM 5.8 MB/Hr.</li> <li>1GB card = 70 hours of audio at ADPCM or OPUS 14.7 MB/Hr.</li> <li>1GB card = 6,000 pages of steno notes with audio recording</li> <li>1GB card = 600,000 pages of steno notes without audio recording</li> </ul> <p>The Main Data SD card saves these file types:</p> <ul style="list-style-type: none"> <li>Steno with Timestamps</li> <li>Audio at selected compression rate</li> <li>Reopen and Append Data</li> </ul>
<p>Backup Micro SD Card:</p>	<p>The Backup Data Micro SD card has the following functions and specifications:</p>

	<p>Compatible Card Sizes:</p> <p>4GB to 32GB Micro SD cards supported As a failsafe, a functioning Micro SD card must be present in the Backup Micro SD card slot before the steno writer machine will operate. An 8GB Micro SD card is present in the steno writer machine Files stored on Backup Micro SD card:</p> <p style="padding-left: 40px;">Steno with Timestamps Audio, Wav files (GSM 5.8MB/Hour)</p> <p>The Backup Micro SD card will never run out of storage space. The oldest files are overwritten when nearing capacity.</p>
Internal Memory	<p>The Internal Memory has the following functions and specifications:</p> <p>Internal memory capacity: 6GB Files stored in Internal Memory: Steno notes with Timestamps</p> <p>Internal Memory never becomes full. The oldest files are overwritten when nearing capacity.</p>

## 2. Computer Aided Transcription Software

### i. System Requirements:

Operating System	Windows 10, Windows 8.1
Computer Processor	An Intel i3, i5, i7, or AMD equivalent processor with a speed of 2GHz or higher
RAM (Memory)	4GB of RAM or more, 8 GB of RAM recommend.
Hard Drive	80 GB hard drive or larger with 20 GB free space. A Solid-state hard drive (SSD) is compatible with Computer Aided Transcription Software.
Ports	<ul style="list-style-type: none"> <li>• A USB port for the writer to write realtime, update the writer dictionary and update the writer software</li> <li>• USB-C ports are compatible but require a USB-C to USB adapter.</li> </ul>

## 3. Audio Sync Mic

### i. Specifications:

Voice Pick up range: At least 10 feet  
Microphone Jack: (3.5mm) or USB  
Microphone Cable: At least 4.6 feet  
Recording Direction: Omnidirectional  
Frequency Range: At least 100-10LHx  
Dimension: At least 2inches x 2 inches x 0.5 inch

## 4. Laptop System Specifications for Steno Writer Device and Software

Computer Processor: Core i7 (with at least 2.5 GHz base frequency)  
RAM Memory: at least 16GB RAM  
Hard Drive: 256GB SSD + 1TB HDD  
Operating System: Windows 10(with License Key)

Display: at least 14.5-in.

Port: USB Ports

Productivity Tool: Microsoft Office 2019 Professional Plus with Product Key for 1 PC (Lifetime)

#### **E. WARRANTY COVERAGE**

The steno writer and CAT software and laptops should be under their respective appropriate warranty/ies for one (1) year against inherent manufacturing defects.

#### **F. REPAIR SERVICES**

Supplier shall provide repair services on on-call basis during its normal business hours from 8:00 A.M. to 5:00 P.M., Mondays through Fridays except holidays.

If the problem cannot be resolved through voice/electronic support, the supplier shall dispatch to the Sandiganbayan its certified Field Engineers to perform on-site remedial maintenance services. On-site support covered by the warranty is free of charge.

If the repair cannot be done on-site, the supplier shall pull out the equipment for repair at its Service Center. It shall then replace the said unit with a temporary unit free of charge.

#### **G. TRAINING REQUIREMENTS**

The supplier shall provide to the Sandiganbayan the appropriate trainings in the utilization and proper handling of the steno machines at such date and time depending upon the needs of the Sandiganbayan.

## *Statement of Compliance*

<b>Item</b>	<b>Specification</b>	<b>Statement of Compliance</b>
<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.]</i></p>		
<p>Four (4) units of Brand New Steno Writer Machines with Computer Aided Transcription Software and Fourteen (14) Units Brand New Laptops</p>	<p>General and Technical requirements stated in the Technical Specifications and Terms of Reference (Section VII) of herein bidding documents</p>	
	<p>The prospective supplier warrants that all items, materials and accessories are 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 specified in the Bidding Documents.</p>	



## ***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, 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.

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

