

PHILIPPINE BIDDING DOCUMENTS

Procurement for the Supply, Delivery, and Installation of ICT Support Infrastructure for the Server Room of the Management Information Systems Division (MISD)

Government of the Republic of the Philippines

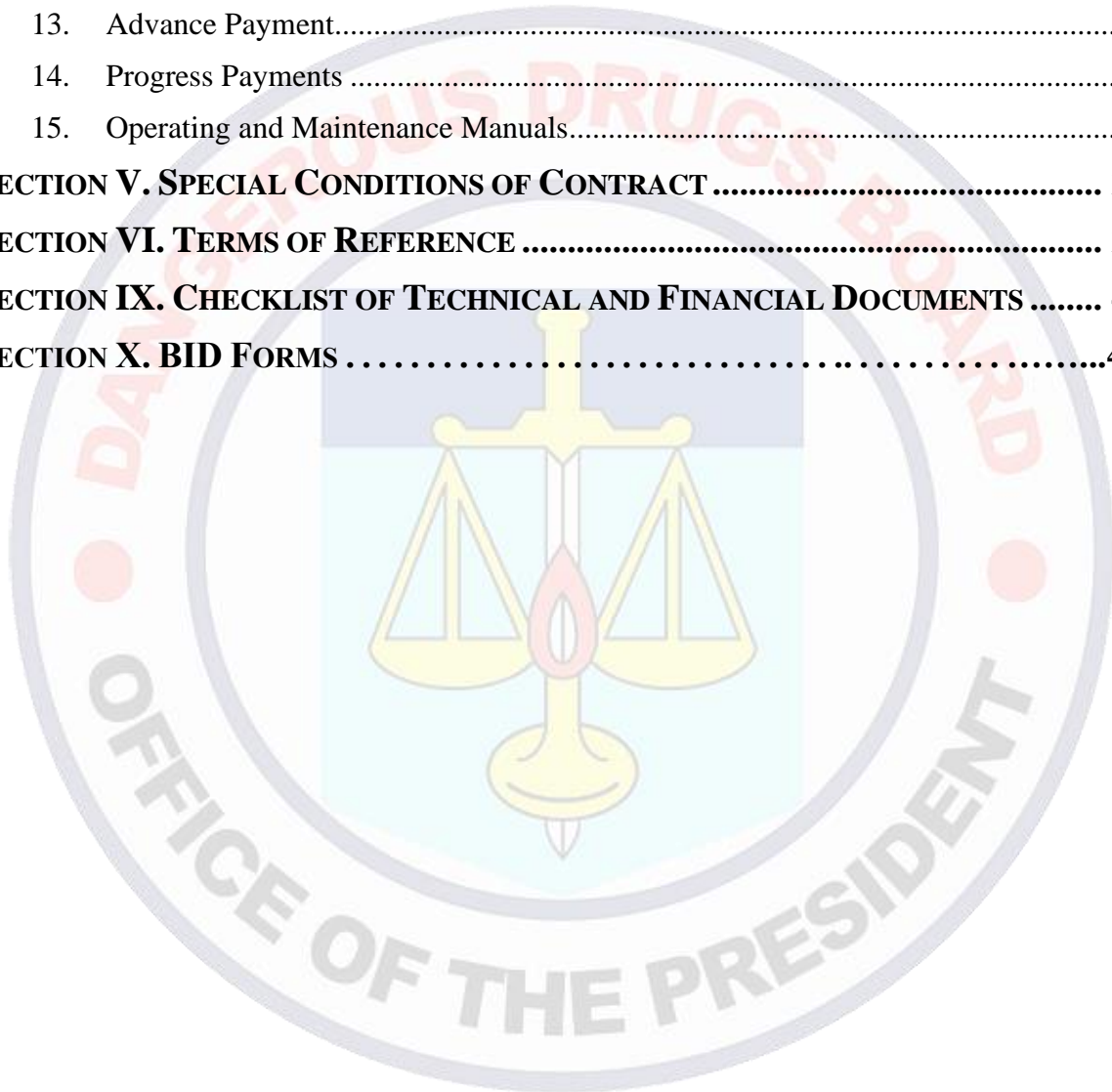
IDENTIFICATION NO. 08-131-2021

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

ABC – Approved Budget for the Contract.

ARCC – Allowable Range of Contract Cost.

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.

CDA – Cooperative Development Authority.

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

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

Contractor – is a natural or juridical entity whose proposal was accepted by the Procuring Entity and to whom the Contract to execute the Work was awarded. Contractor as used in these Bidding Documents may likewise refer to a supplier, distributor, manufacturer, or consultant.

CPI – Consumer Price Index.

DOLE – Department of Labor and Employment.

DTI – Department of Trade and Industry.

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]).

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.

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.

PCAB – Philippine Contractors Accreditation Board.

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.

UN – United Nations.



Section I. Invitation to Bid





REPUBLIC OF THE PHILIPPINES
OFFICE OF THE PRESIDENT

DANGEROUS DRUGS BOARD

Invitation to Bid for Procurement for the Supply, Delivery and Installation of ICT Support Infrastructure for the Server Room of the Management Information Systems Division (MISD)

1. The ***Dangerous Drugs Board***, through the *General Appropriation Act of 2021* intends to apply the sum of ***THREE MILLION EIGHT HUNDRED THOUSAND PESOS (3,800,000.00)*** being the Approved Budget for the Contract (ABC) to payments under the contract for ***Procurement for the Supply, Delivery and Installation of ICT Support Infrastructure for the Server Room of the Management Information System Division (MISD) with Identification No. 08-131-2021***. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The ***Dangerous Drugs Board*** now invites bids for the above Procurement Project. Completion of the Works is required ***Ninety (90) Days***. Bidders should have completed a contract similar to the Project, within ***the last two (2) years*** from the date of submission and receipt of bids. 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 non-discretionary ***“pass/fail”*** criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
4. Interested bidders may obtain further information from ***Dangerous Drugs Board*** and inspect the Bidding Documents at the address given below ***during office hours, 8:00 am to 4:00 pm***.
5. A complete set of Bidding Documents may be acquired by interested bidders on ***August 31, 2021*** from given address and website/s below ***3/F DDB-PDEA Bldg., National Government Center, NIA Rd, Diliman, Quezon City*** and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of ***Five Thousand Pesos (Php 5,000.00)***. The Procuring Entity shall allow the bidder to present its proof of payment for the fees. In order to recognize the bid documents submitted, the bidder must send the receipt of payment as proof to the DDB BAC Secretariat email (***bidsandawards.ddb@gmail.com***) or it can be shown during the scheduled opening of bids.
6. The ***Dangerous Drugs Board*** will hold a Pre-Bid Conference¹ on ***September 9, 2021, at 10:00 AM, DDB Extension Office 6th Flr. 61 Timog Avenue, Diliman, South Triangle, Quezon City, 1103 Metro Manila***, and/or through video conferencing or webcasting via ***CISCO Webex online platform***, which shall be open to prospective bidders.

7. Bids must be duly received by the BAC Secretariat through online or electronic submission as indicated to the DDB BAC Secretariat email (**bidsandawards.ddb@gmail.com**), on or before **September 21, 2021 at 9:00 AM**. Late bids shall not be accepted.
8. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB Clause 16**.
9. Bid opening shall be on **September 21, 2021 at 10:00 am** at the given address and/or via **CISCO Webex online platform**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The procedure for the online submission is enumerated below:
 - 1) Online platform to be used is thru Cisco Webex.
 - 2) Invitation for Bid Opening will be forwarded to the bidders registered e-mail.
 - 3) Financial document must be password protected.
 - 4) An individual google drive link will be given to the bidder.
 - 5) All passwords will be given on the day of the Opening of Bids.
 - 6) Opening of Technical and Financial Documents will be streamed online.
 - 7) For payment procedure, a bidder shall make use of the online payment facility of the Dangerous Drugs Board.

Note: Here are the steps/procedure for online banking

Step 1. Go to Landbank – Liz.BizPortal:
<https://www.lbp-eservices.com/egps/portal/index.jsp>

Step 2. Click “Pay Now” Button.

Step 3. Search “**DANGEROUS DRUGS BOARD**” on the Search Merchant field then click “**CONTINUE**”.

Step 4. Select “Other Fees” on the drop-down menu for the type of transaction.

Step 5. Fill-up the following Payment Details.
Reference Number: 081312021

Step 6. Select payment mode from the dropdown.

Step 7. Enter your bank account number.

 - 8) In order to recognize the bid documents submitted, the bidder must send the receipt of payment as proof to the DDB BAC Secretariat email (**bidsandawards.ddb@gmail.com**) or it can be shown during the scheduled opening of bids.
 - 9) The links for the meeting will be send by the BAC Secretariat to all prospective bidders.
11. The **Dangerous Drugs Board** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

12. For further information, please refer to:

Ms. Joan Marie S. Sison

Chief, Management Information System Division

Dangerous Drugs Board

3/F PDEA Bldg., NIA Road, Brgy. Pinyahan, Quezon City 1100

Telefax 63-2-8929-6678

Email: jmssison@ddb.gov.ph

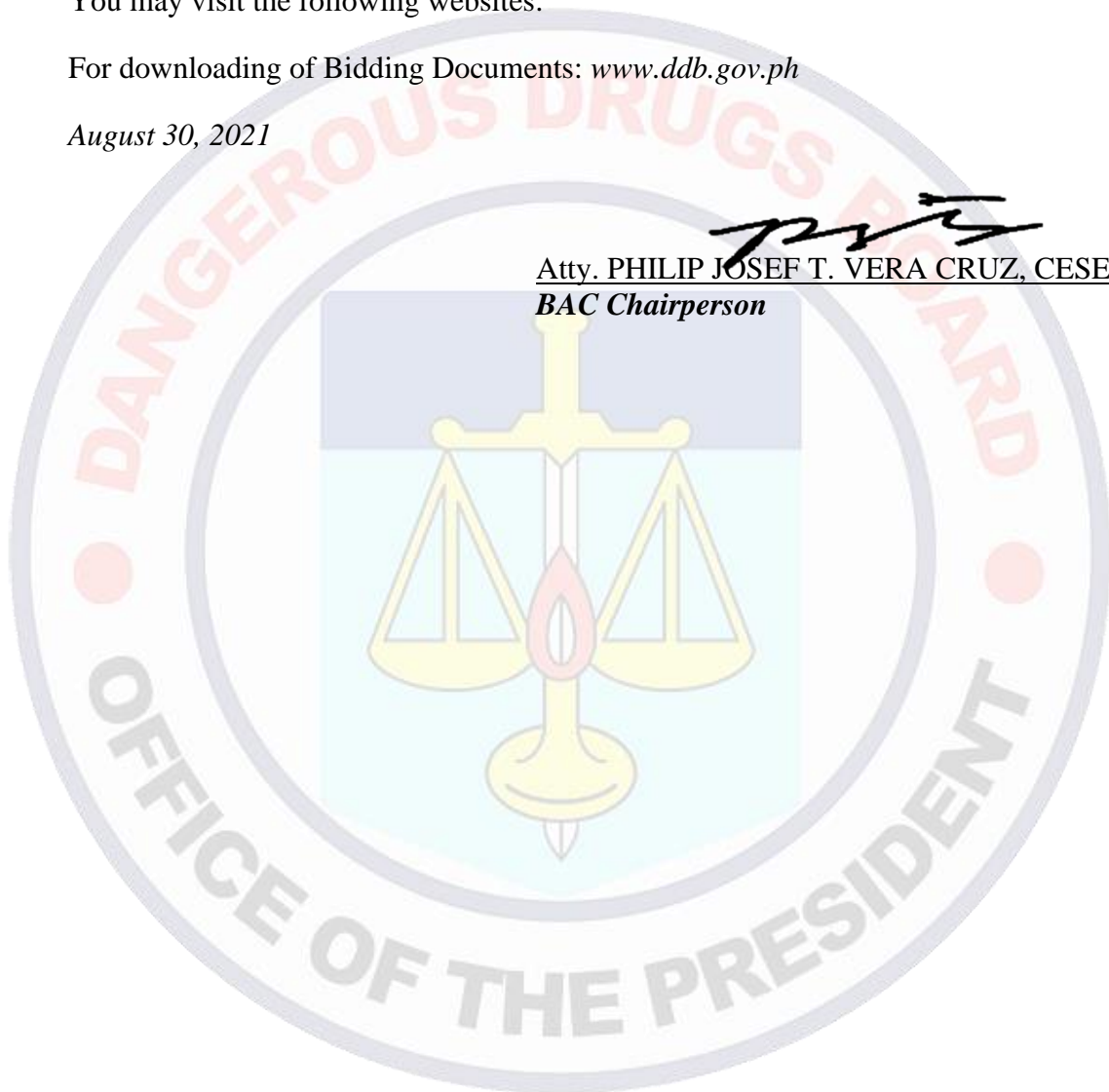
Website address: <https://www.ddb.gov.ph>

You may visit the following websites:

For downloading of Bidding Documents: www.ddb.gov.ph

August 30, 2021


Atty. PHILIP JOSEF T. VERA CRUZ, CESE
BAC Chairperson



Section II. Instructions to Bidders



1. Scope of Bid

The Procuring Entity, *Dangerous Drugs Board* Invites Bids for the *Procurement for the Supply, Delivery and Installation of ICT Support Infrastructure for the Server Room of the Management Information System Division (MISD)*, with Project Identification Number: **08-131-2021**.

The Procurement Project (referred to herein as “Project”) is for the construction of Works, as described in Section VI (Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for *General Appropriation Act of 2021* in the amount of **Php 3,800,000.00**.

2.1. The source of funding is:

- a. NGA, the National Expenditure Program.

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 Manual 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 invitation to bid 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 inspected the site, determined the general characteristics of the contracted Works and the conditions for this Project, such as the location and the nature of the work; (b) climatic conditions; (c) transportation facilities; (c) nature and condition of the terrain, geological conditions at the site communication facilities, requirements, location and availability of construction aggregates and other materials, labor, water, electric power and access roads; and (d) 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, Coercive, and Obstructive Practices

The Procuring Entity, as well as the Bidders and Contractors, 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 or Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. The Bidder must have an experience of having completed a Single Largest Completed Contract (SLCC) that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC adjusted, if necessary, by the Bidder to current prices using the PSA's CPI, except under conditions provided for in Section 23.4.2.4 of the 2016 revised IRR of RA No. 9184.

A contract is considered to be "similar" to the contract to be bid if it has the major categories of work stated in the **BDS**.

- 5.3. For Foreign-funded Procurement, the Procuring Entity and the foreign government/foreign or international financing institution may agree on another track record requirement, as specified in the Bidding Document prepared for this purpose.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.2 of the 2016 IRR of RA No. 9184.

6. Origin of Associated 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.

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 fifty percent (50%) of the Project.

The Procuring Entity has prescribed that Subcontracting is not allowed.

- 7.1. Subcontracting of any portion of the Project does not relieve the Contractor 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 Contractor'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 ***DDB Extension Office 6th Flr. 61 Timog Avenue, Diliman, South Triangle, Quezon City, 1103 Metro Manila*** and/or through CISCO Webex Online Platform 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 IX. Checklist of Technical and Financial Documents**.
- 10.2. 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. 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.
- 10.3. A valid PCAB License is required, and in case of joint ventures, a valid special PCAB License, and registration for the type and cost of the contract for this Project. Any additional type of Contractor license or permit shall be indicated in the **BDS**.
- 10.4. A List of Contractor's key personnel (e.g., Project Manager, Project Engineers, Materials Engineers, and Foremen) assigned to the contract to be bid, with their complete qualification and experience data shall be provided. These key personnel must meet the required minimum years of experience set in the **BDS**.
- 10.5. A List of Contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership, certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be, must meet the minimum requirements for the contract set in the **BDS**.

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 IX. Checklist of Technical and Financial Documents**.
- 11.2. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.

- 11.3. 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. Alternative Bids

Bidders shall submit offers that comply with the requirements of the Bidding Documents, including the basic technical design as indicated in the drawings and specifications. Unless there is a value engineering clause in the **BDS**, alternative Bids shall not be accepted.

13. Bid Prices

All bid prices for the given scope of work in the Project as awarded shall be considered as fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances as determined by the NEDA and approved by the GPPB pursuant to the revised Guidelines for Contract Price Escalation guidelines.

14. Bid and Payment Currencies

14.1. 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.

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

15. Bid Security

15.1. 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**.

15.2. The Bid and bid security shall be valid until *[indicate date]*. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

16. 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 to the given website 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.

17. **Deadline for Submission of Bids**

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**.

18. **Opening and Preliminary Examination of Bids**

18.1. 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.

18.2. The preliminary examination of Bids shall be governed by Section 30 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 2016 revised IRR of RA No. 9184.

19.2. If the Project allows partial bids, all Bids and combinations of Bids as indicated in the **BDS** shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid Security as required by **ITB** Clause 15 shall be submitted for each contract (lot) separately.

19.3. In all cases, the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184 must be sufficient for the total of the ABCs for all the lots participated in by the prospective Bidder.

20. **Post Qualification**

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

21. **Signing of the Contract**

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



Section III. Bid Data Sheet



Bid Data Sheet

ITB Clause	
5.2	<ol style="list-style-type: none"> 1. The bidder must be a valid DTI/SEC registered IT company/organization in existence for a minimum of ten (10) years. 2. The bidder must have at least five (5) years of experience in the supply, delivery, installation, testing and commissioning of a DATACENTER, from the date of submission and receipt of bids. within the Government Sector. 3. The bidder must have Philippine Contractors Accreditation Board (PCAB) license. 4. The bidder must have at least one (1) employee with Certified Data Centre Professional (CDCP) license. 5. The bidder must have at least one (1) Construction Occupational Safety Health officer (COSH) certified by one accredited organization authorized by DOLE. 6. The bidder must be an active member of the Safety Organization of the Philippines. 7. The bidder must have Certified Cooling System Specialist or equivalent. 8. The bidder must have manufactures certificate on all brands and solutions being offered. 9. The bidder must have a completed Single Largest Contract of similar nature within the last 2 years amounting to at least fifty percent 50% of the ABC of the item being bid. 10. The bidder must be Platinum PhilGEPS accredited. <p>For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be:</p> <p><i>Procurement for the Supply, Delivery and Installation of ICT Support Infrastructure for the Server Room of the Management Information System Division (MISD)</i></p>
7.1	<i>No Sub-Contracting is allowed</i>
10.3	<p>The contractor shall process and secure all the necessary permits as required by authorities for the preparation, execution and upon completion of the contract.</p> <p>The contractor shall coordinate with other agencies and pay the corresponding fees incidental to the acquisition of the required permits.</p>

10.4	<p>The key personnel must meet the required minimum years of experience set below:</p> <table border="1" data-bbox="368 259 1412 315"> <thead> <tr> <th data-bbox="368 259 608 315"><u>Key Personnel</u></th> <th data-bbox="608 259 911 315"><u>General Experience</u></th> <th data-bbox="911 259 1412 315"><u>Relevant Experience</u></th> </tr> </thead> <tbody> <tr> <td colspan="3" data-bbox="368 315 1412 405">All necessary personnel will be provided by the winning bidder</td> </tr> </tbody> </table>	<u>Key Personnel</u>	<u>General Experience</u>	<u>Relevant Experience</u>	All necessary personnel will be provided by the winning bidder		
<u>Key Personnel</u>	<u>General Experience</u>	<u>Relevant Experience</u>					
All necessary personnel will be provided by the winning bidder							
10.5	<p>The minimum major equipment requirements are the following:</p> <table border="1" data-bbox="368 483 1412 539"> <thead> <tr> <th data-bbox="368 483 655 539"><u>Equipment</u></th> <th data-bbox="655 483 911 539"><u>Capacity</u></th> <th data-bbox="911 483 1412 539"><u>Number of Units</u></th> </tr> </thead> <tbody> <tr> <td colspan="3" data-bbox="368 539 1412 629">All equipment necessary will be provided by the winning bidder</td> </tr> </tbody> </table>	<u>Equipment</u>	<u>Capacity</u>	<u>Number of Units</u>	All equipment necessary will be provided by the winning bidder		
<u>Equipment</u>	<u>Capacity</u>	<u>Number of Units</u>					
All equipment necessary will be provided by the winning bidder							
12	N/A						
15.1	<p>The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:</p> <ol style="list-style-type: none"> <li data-bbox="440 819 1412 931">a. The amount of not less than Php 76,000.00 [2% x Php 3,800,000.00], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or <li data-bbox="440 965 1412 1043">b. The amount of not less than Php 190,000.00 [5% x Php3,800,000.00] if bid security is in Surety Bond. 						
19.2	<p>Partial bids are allowed, as follows:</p> <p><i>The infrastructure project is packaged in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.</i></p>						
20	Valid licenses issued by the Professional Regulatory Commission for the Key Personnel.						
21	Additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity, such as construction schedule and S-curve, manpower schedule, construction methods, equipment utilization schedule, construction safety and health program approved by the DOLE, and other acceptable tools of project scheduling.						

Section IV. General Conditions of Contract



1. Scope of Contract

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

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

2. Sectional Completion of Works

If sectional completion is specified in the **Special Conditions of Contract (SCC)**, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date shall apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).

3. Possession of Site

3.1 The Procuring Entity shall give possession of all or parts of the Site to the Contractor based on the schedule of delivery indicated in the **SCC**, which corresponds to the execution of the Works. If the Contractor suffers delay or incurs cost from failure on the part of the Procuring Entity to give possession in accordance with the terms of this clause, the Procuring Entity's Representative shall give the Contractor a Contract Time Extension and certify such sum as fair to cover the cost incurred, which sum shall be paid by Procuring Entity.

3.2 If possession of a portion is not given by the above date, the Procuring Entity will be deemed to have delayed the start of the relevant activities. The resulting adjustments in contract time to address such delay may be addressed through contract extension provided under Annex "E" of the 2016 revised IRR of RA No. 9184.

4. The Contractor's Obligations

The Contractor shall employ the key personnel named in the Schedule of Key Personnel indicating their designation, in accordance with **ITB** Clause 10.3 and specified in the **BDS**, to carry out the supervision of the Works.

The Procuring Entity will approve any proposed replacement of key personnel only if their relevant qualifications and abilities are equal to or better than those of the personnel listed in the Schedule.

5. Performance Security

- 5.1. Within ten (10) calendar days from receipt of the Notice of Award 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.
- 5.2. The Contractor, by entering into the Contract with the Procuring Entity, acknowledges the right of the Procuring Entity to institute action pursuant to RA No. 3688 against any subcontractor be they an individual, firm, partnership, corporation, or association supplying the Contractor with labor, materials and/or equipment for the performance of this Contract.

6. Site Investigation Reports

The Contractor, in preparing the Bid, shall rely on any Site Investigation Reports referred to in the SCC supplemented by any information obtained by the Contractor.

7. Warranty

- 7.1. In case the Contractor fails to undertake the repair works under Section 62.2.2 of the 2016 revised IRR, the Procuring Entity shall forfeit its performance security, subject its property(ies) to attachment or garnishment proceedings, and perpetually disqualify it from participating in any public bidding. All payables of the GOP in his favor shall be offset to recover the costs.
- 7.2. The warranty against Structural Defects/Failures, except that occasioned-on force majeure, shall cover the period from the date of issuance of the Certificate of Final Acceptance by the Procuring Entity. Specific duration of the warranty is found in the SCC.

8. Liability of the Contractor

Subject to additional provisions, if any, set forth in the SCC, the Contractor's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

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

9. Termination for Other Causes

Contract termination shall be initiated in case it is determined *prima facie* by the Procuring Entity that the Contractor has engaged, before, or during the implementation of the contract, in unlawful deeds and behaviors relative to contract acquisition and implementation, such as, but not limited to corrupt, fraudulent, collusive, coercive, and obstructive practices as stated in ITB Clause 4.

10. Dayworks

Subject to the guidelines on Variation Order in Annex “E” of the 2016 revised IRR of RA No. 9184, and if applicable as indicated in the SCC, the Dayworks rates in the Contractor’s Bid shall be used for small additional amounts of work only when the Procuring Entity’s Representative has given written instructions in advance for additional work to be paid for in that way.

11. Program of Work

11.1. The Contractor shall submit to the Procuring Entity’s Representative for approval the said Program of Work showing the general methods, arrangements, order, and timing for all the activities in the Works. The submissions of the Program of Work are indicated in the SCC.

11.2. The Contractor shall submit to the Procuring Entity’s Representative for approval an updated Program of Work at intervals no longer than the period stated in the SCC. If the Contractor does not submit an updated Program of Work within this period, the Procuring Entity’s Representative may withhold the amount stated in the SCC from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program of Work has been submitted.

12. Instructions, Inspections and Audits

The Contractor shall permit the GOP or the Procuring Entity to inspect the Contractor’s accounts and records relating to the performance of the Contractor and to have them audited by auditors of the GOP or the Procuring Entity, as may be required.

13. Advance Payment

The Procuring Entity shall, upon a written request of the Contractor which shall be submitted as a Contract document, make an advance payment to the Contractor in an amount not exceeding fifteen percent (15%) of the total contract price, to be made in lump sum, or at the most two installments according to a schedule specified in the SCC, subject to the requirements in Annex “E” of the 2016 revised IRR of RA No. 9184.

14. Progress Payments

The Contractor may submit a request for payment for Work accomplished. Such requests for payment shall be verified and certified by the Procuring Entity’s Representative/Project Engineer. Except as otherwise stipulated in the SCC, materials and equipment delivered on the site but not completely put in place shall not be included for payment.

15. Operating and Maintenance Manuals

- 15.1. If required, the Contractor will provide “as built” Drawings and/or operating and maintenance manuals as specified in the **SCC**.
- 15.2. If the Contractor does not provide the Drawings and/or manuals by the dates stated above, or they do not receive the Procuring Entity’s Representative’s approval, the Procuring Entity’s Representative may withhold the amount stated in the **SCC** from payments due to the Contractor.



Section V. Special Conditions of Contract



Special Conditions of Contract

GCC Clause	
2	<i>No Further Instruction</i>
4.1	The Procuring Entity shall give possession of the Site to the Contractor upon issuance of Notice to Proceed
6	The site investigation reports are: The Contractor, in preparing the bid, shall rely on the bid document and Terms of Reference provided by the End-User.
7.2	The CONTRACTOR shall guarantee one (1) year exclusive warranty on all installed materials and equipment against factory defects and workmanship. Warranty provision on upgrades and patches to be installed is free of charge during the warranty period. Conduct of an annual preventive maintenance during the warranty period for all the components of the solution. The CONTRACTOR shall be responsible for all costs related to the warranty period.
10	Dayworks are applicable at the rate shown in the Contractor's original Bid.
11.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within Three (3) days of delivery of the Notice of Award.
11.2	The period between Program of Work update is Fifteen calendar days The amount to be withheld for late submission of an updated Program of Work is 25%.
13	The amount of the advance payment is The builder, upon request, may be provided an advance payment in an amount equivalent to fifteen percent (15%) of the total contract price, net of VAT and applicable withholding taxes, upon the submission of performance bond in the form of cash or irrevocable standby Letter of Credit issued by a reputable commercial bank or Surety Bond issued by a bonding company duly certified by the Insurance Commission to be of good standing. Advance Payment shall be repaid by the Builder thru deduction by BIR RR7 of fifteen percent (15%) from the Builder's periodic progress billing
14	Materials and equipment delivered on the site but not completely put in place shall be included for payment.
15.1	The date by which operating, and maintenance manuals are required is The date by which "as built" drawings are required is five (5) calendar days before the expected date of turn over or at the time the Contractor achieved a 95% accomplishment. The date by which "as built" drawings are required is <i>Five (5) Calendar days</i> .
15.2	The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required is Php

5,000.00



Section VI. Terms of Reference



Item	Specification	Comments
I. GENERAL REQUIREMENTS		
	1. The bidder must be a valid registered organization in existence for a minimum of ten (10) years	
	2. The bidder must have at least five (5) years of experience in the supply, delivery, installation, testing and commissioning of a DATACENTER, from the date of submission and receipt of bids. within the Government Sector	
	3. The bidder must have Philippine Contractors Accreditation Board (PCAB) license	
	4. The bidder must have at least one (1) employee with Certified Data Centre Professional (CDCP)	
	5. The bidder must have at least one (1) Construction Occupational Safety Health officer (COSH) certified by one accredited organization authorized by DOLE	
	6. The bidder must be an active member of the Safety Organization of the Philippines	
	7. The bidder must have Certified Cooling System Specialist or equivalent	
	8. The bidder must have manufactures certificate on all brands and solutions being offered	
	9. The bidder must have a completed Single Largest Contract of similar nature within the last 2 years amounting to at least fifty percent 50% of the ABC of the item being bid.	
	10. The bidder must be Platinum PhilGEPS accredited.	
II. TECHNICAL REQUIREMENTS		
SERVER ROOM CIVIL, ELECTRICAL, AND MECHANICAL WORKS	One (1) LOT	
	A. Electrical and Mechanical Works for the PACU Installation <ol style="list-style-type: none"> 1. Mechanical Works Copper Pipe <ol style="list-style-type: none"> a. 5/8" COPPER PIPE, TYPE L b. 1/2" COPPER PIPE, TYPE L 2. Copper Pipe Fittings <ol style="list-style-type: none"> a. 1/2" dia. Elbow, Long radius 	

	<ul style="list-style-type: none"> b. 5/8" dia., Elbow, Long radius c. 5/8" dia. Coupling d. 1/2" dia. Coupling <p>3. Refrigerant and Others</p> <ul style="list-style-type: none"> a. Refrigerant-r410a b. Nitrogen flushing c. Oxyethylene d. Airconditioning pipe cleaning e. System f. Silver rod g. Silver flux h. Welding rod i. Welding apron & glove <p>4. Copper Pipe Insulation (Rubber)</p> <ul style="list-style-type: none"> a. 5/8" dia. X 25mm. Thk. b. 1/2" dia. X 25mm. Thk. c. Polyethylene Tape, White d. Foam Tape e. Pipe Adhesive <p>5. FCU Drainpipe</p> <ul style="list-style-type: none"> a. PVC Bule,25 mm. dia b. PVC Insulation, 25 mm. Idx 15mm. Thk. c. P-TRAP for FCUs <p>6. Hanger and Support</p> <ul style="list-style-type: none"> a. Angular bar,1-1/2" x 1-1/2" x 3/16" thk. b. Angular Br, 2-1/2" x 2-1/2" 1/4" thk. c. Full Threaded Round bar d. Anchor grip e. Nuts w/ washers 3/8" dia. f. Signal cables #16 AWG g. 2. 1/2" emt pipe h. Painting Works i. Miscellaneous/consumables j. Supervision k. Testing and commissioning l. Mobilization/Demobilization <p>B. Civil Work for Server Room Raise Flooring 13.68 sqm</p>	
<p>PRECISION AIR CONDITIONING UNIT (PACU)</p>	<p>Two (2) Units</p>	
	<p>A. PACU must have the following minimum requirements:</p> <ul style="list-style-type: none"> 1. Capacity 30,000 btu/hr. or 10kW per unit 	

	<ol style="list-style-type: none"> 2. Key Features <ol style="list-style-type: none"> a. Rack Height 42U b. Nominal Input Voltage 230V 3. Input <ol style="list-style-type: none"> a. Input frequency 60 Hz b. Input Power 4600.0 Watts c. Maximum Overcurrent Protection 40.0A d. Minimum Circuit Amp Capacity 25.0 4. Communications & Management <ol style="list-style-type: none"> a. Control panel Multi-function LCD status and control console b. Audible Alarm Audible and visible alarms prioritized by severity 5. Physical <ol style="list-style-type: none"> a. Maximum Height 1991MM, 199.1CM b. Maximum Width 300MM, 30.0CM c. Maximum Depth 1070MM, 107.0CM d. Net Weight 183.64KG e. Color Black 6. Environmental <ol style="list-style-type: none"> a. Audible noise at 1 meter from surface of unit 88.3dBA 7. Conformance <ol style="list-style-type: none"> a. Approvals cUL Listed, C-tick, CE, UL Listed 8. Standard warranty One (1) year (parts only), 1-year on-site repair 9. General <ol style="list-style-type: none"> a. Air Discharge Patterns Horizontal b. Air Flow 1080.76lps c. Compressor Type Scroll d. Condensate Pump Capacity 0.002lps e. Intake Air Rear Return 	
FIRE SUPRESSION SYSTEM	One (1) Lot	
	<p>A. Clean extinguishing agent NOVEC fire suppression system</p> <ol style="list-style-type: none"> 1. SCOPE This specification outlines the requirements for a fire detection and total flooding NOVEC Clean Extinguishing Agent NOVEC Fire Suppression System. The work described in this specification consists of all labor, materials, and services necessary and required, to complete and test the fire detection and total flooding (NOVEC) Fire Suppression System 2. REQUIREMENTS 	

This installation shall be made in accordance with the drawings, specifications, and applicable National Fire Protection Association Standard 2001 and 72. All equipment and devices used shall conform to the requirements of the Underwriter's Laboratories (UL) Approval List or the Factory Mutual (FM) Approval Guide and VDS approved.

3. GENERAL

- a. The Contractor shall furnish and install a NOVEC Fire Suppression System complete and ready for operation, including charged storage containers, piping network, nozzles, control units, detectors, manual release stations, abort stations, audible and visual alarms, solenoid, instructional signs, 24 VDC wiring, and all other equipment necessary for a complete, operational system
- b. The system shall be produced by manufacturer of established reputation and experience who shall have produced similar apparatus for a period of at least two (5) years
- c. The system shall be installed by FACTORY authorized personnel distributor in accordance with manufacturer's guidance, calculation and instruction in the installation of NOVEC Fire Suppression Systems
- d. The installing contractor shall be authorized, with available spare parts from the manufacturer for the equipment included in the system so that immediate replacement of components can be made from inventory and, if needed, on an emergency basis.

4. SUBMITTALS

- a. The following shall be submitted for approval prior to the start of the installation:
 - b. Drawings showing system and remote component locations, piping isometrics, electrical diagrams, elevations, and components detail.
 - c. Manufacturer's data sheets on all components included in the system
 - d. Manufacturer's Training, Instructional Manuals for the installing Contractor's personnel assigned to install this system.
 - e. As built drawings submitted for review and approval, prior to project completion.

5. SYSTEM DESCRIPTION AND OPERATION

- a. The system shall be a total flooding NOVEC Fire Suppression System designed to provide a concentration minimum 7% not exceed 9% @20 deg.c in the protected area.

- i. Agent used shall be NOVEC™ HFC-227ea, heptafluoropropane (CF₃CHF₂CF₃)
- b. Each protected zone shall have its own NOVEC nozzle(s) with piping networks. Systems utilizing explosive initiators having limited shell life are not acceptable.
- c. The NOVEC shall be stored in containers and super pressurized with nitrogen up to 55 bar and at 70 degrees Fahrenheit. The containers shall be constructed of high strength alloy steel seamless (No Welding) cylinders of sizes 22L, 26.8L, 40L, 80L, 100L, 150L and 180Ltr or meeting the requirements of the Transportable Pressure Equipment Directive (TPED) for refillable pressure vessels and must conform to NFPA 2001 standards. The container shall have a pressure gauge for visual inspection and shall be electrically supervised using a pressure switch and shall have low pressure switch that activates upon 10% pressure drop. The container shall be designed to safely vent over pressurization due to high temperatures
- d. The NOVEC container shall be securely mounted to the structural frame. The mounting stainless-steel bracket which bands formed to the radius of cylinders with flange for bolting to continuous slot metal framing channel of 12-gauge steel with galvanized. Surface shall be capable of withstanding a load up to 5 times the cylinder weight
- e. Discharge of NOVEC agent shall be released by brass valve actuator that mounts directly on the container head operated either electrically (Manual release agent and solenoid valve) or manually (local manual control)
- f. Cylinder valves shall be back pressure type valves. Operation by release Nitrogen from top of piston, actuate by solenoid valve or mechanical control
 - i. The electric solenoid valve shall be 24 VDC / 0.5 amps and 2 amps for cylinder valve size 3 inch up.
- g. NOVEC discharge nozzles shall be one-piece brass construction with female pipe threads and orifice sizes shall be drilled according to software calculation
- h. Distribution piping shall be Schedule 40 steel pipe, ASTM. A53, Grade A or B, ERW in sizes up to eight (8) inches. Fitting shall be threaded, 300 psi or PN25 malleable iron conforming to ASTM. A197 or BS 143 and ISO 49.
- i. All Piping must be reamed, blown clear, and swabbed with appropriate solvents to remove burrs, mill varnish, and cutting oil before assembly. The piping network shall be free of particulate matter and oil residue before installation of nozzles. Teflon

tape dope shall be used and shall be applied to male threads. All piping must be solidly anchored to walls, building structure, etc., for support and thrust block.

- j. NOVEC discharge time shall not exceed ten (10) seconds and not less than 6 seconds.
- k. All system functions shall be controlled and supervised by the Suppression Control Panel.
- l. Control equipment shall be design for FM 200 System and can adjust countdown timer 0 – 60 second.
- m. Photo electric smoke detector shall be used for automatic detection. The detector shall utilize solid state circuitry, infrared LED light source, and a silicon photo diode receiving element
- n. Photo electric smoke detector shall be used for automatic detection. The detector shall utilize solid state circuitry, infrared LED light source, and a silicon photo diode receiving element
- o. Abort or Hold switch shall be dead man type
- p. Alarm bell shall be used 24 VDC, 90-95 dBA at 1 meter.
- q. Strobe light and horn shall be used 0.068 amps at 24 VDC,
- r. If multiple cylinders are used to protect a hazard room, they must be stored in same location connected by pilot activation hoses. All cylinders must be activated by a single manual release during emergency where the cylinder valves are unable to be activated electrically due to malfunction of releasing panel.
- s. Remote Manual Release Station connected by mechanical wire must be installed outside a protected/cylinder storage room to facilitate emergency release remotely when electrical release devices fail.

	<p>6. SYSTEM INSTALLATION</p> <p>The NOVEC Fire Suppression System shall be installed in strict accordance with project drawings and specifications, all applicable codes and in a professional workmanlike manner. All system wiring shall be installed in accordance with National Electric Code.</p> <p>7. PRELIMINARY SYSTEM CHECKOUT</p> <p>After the installation is complete, the system shall be thoroughly checked for proper functioning, proper container and piping support, and proper ground, resistance, and detector sensitivity. Each circuit shall be functionally tested, including auxiliary circuits (HVAC shutdown, Shunt Trip power interruption, etc.)</p> <p>8. TRAINING REQUIREMENTS</p> <p>Prior to final acceptance, the contractor shall provide Operation Training for personnel selected by the Owner. Each training session shall include emergency procedures, abort functions, system control panel operation, trouble procedures, and safety requirements.</p> <p>9. OPERATION AND MAINTENANCE MANUALS</p> <p>Prior to final acceptance, the Contractor shall provide complete operation and maintenance instruction manuals to the Owner. All aspects of system operation and maintenance shall be detailed, including electrical schematics of all circuits, a written description of the system design, drawings illustrating equipment location, and technical bulletins describing each component.</p> <p>10. (NOVEC) SYSTEM SERVICE / MAINTENANCE</p> <p>The manufacturer shall provide a supplemental service / maintenance / inspections / training seminar proposal for providing certification for owner's technical personnel.</p> <p>11. WARRANTY</p> <p>All NOVEC system components furnished under this contract shall be guaranteed against defective design, materials, and workmanship for the full warranty period which is standard with the manufacturer and/or supplier, but in no case less than one (1) year from the date of the system acceptance.</p>	
<p>POWER DISTRIBUTION UNIT (PDU)</p>	<p>Four (4) Units</p>	
	<p>A. PDU must have the following minimum requirements:</p> <p>1. Electrical</p> <p>a. Acceptable input voltage 220–240 VAC +6%, -10%</p>	

	<ul style="list-style-type: none"> b. Maximum input current (phase) 32 A VDE c. Input frequency 50/60 Hz d. Input connection 32 A, 3-pin IEC-309 e. Input power 7.4 kVA VDE f. Output voltage 220–240 VAC g. Maximum output current (outlet) IEC-320-C13: 10 A; IEC-320-C19: 16 A VDE h. Maximum output current (phase) 32 A VDE i. Maximum input current (bank) 16 A VDE j. Output connections Thirty-six (36) IEC-320-C13; six (6) IEC-320-C19 k. Overload protection (internal) Two (2) 16 A, 1-pole hydraulic-magnetic circuit breakers <p>2. Physical</p> <ul style="list-style-type: none"> a. Dimensions (H x W x D) (depth does not include toolless pegs) 179.1 x 5.6 x 4.4 cm (70.5 x 2.2 x 1.7 in) b. Power cord length 3.0 m (10 ft) c. Shipping dimensions (H x W x D) 192.4 x 16.2 x 10.7 cm (75.8 x 6.4 x 4.2 in) d. Weight/shipping weight 6.7 kg (14.8 lb.) / 8.6 kg (19.0 lb.) <p>3. Environmental</p> <ul style="list-style-type: none"> a. Maximum elevation (above MSL) b. Operating/Storage 0–3 000 m (0–10,000 ft) / 0–15 000 m (0–50,000 ft) <p>4. Temperature</p> <ul style="list-style-type: none"> a. Operating/Storage –5 to 45°C (23 to 115°F) / –25 to 65°C (–13 to 149°F) <p>5. Humidity</p> <ul style="list-style-type: none"> a. Operating/Storage 5–95% RH, non-condensing <p>6. Compliance</p> <ul style="list-style-type: none"> a. EMC verification EN 55022 Class A, EN 55024, EN 61000-3-2, EN 61000-3-3 b. Safety verification VDE 	
ENVIRONMENTAL APPLIANCE	One (1) Lot	
	<p>A. Temperature & humidity sensor / water leak detection system</p> <p>1. Specifications</p> <ul style="list-style-type: none"> a. Built-in Access Control Ports b. Appliance includes integrated access control and door contact sensor ports c. Dual Rope Leak Inputs d. Dual rope leak sensor ports allow additional leak detection in two different directions e. Expansive Security and Monitoring f. Supports up to 78 wired sensors, 47 wireless sensors, access control for 26 rack doors, and 4 camera streams 	

	<p>downstream of a single IP address</p> <ul style="list-style-type: none"> g. HD Camera Support h. Supports the new HD, Low Light Camera Pod i. Rack Access Pod Support j. Supports up to 12 Rack Access Pod connected via daisychain k. Sensor Pod Support l. Supports up to 12 Sensor Pod connected via daisy-chain <p>2. Features</p> <ul style="list-style-type: none"> a. Native wireless sensor support b. Manage up to 47 wireless temperature and temp/humidity sensors from a single appliance <p>3. Environmental</p> <ul style="list-style-type: none"> a. Operating Temperature 0 - 40 °C b. Operating Relative Humidity 0 - 95 % c. Operating Elevation 0-3000meters d. Storage Temperature -15 - 65 °C e. Storage Relative Humidity 0 - 95 % f. Storage Elevation 0-15000meters <p>4. Conformance</p> <ul style="list-style-type: none"> a. Approvals 2014/30/EU, AS/NZS 3548 (C-Tick) Class A, CE, CSA C22.2 No. 60950-1-03, EMC Directive 2004/108/EC, b. FCC Part 15 Class A, ICES-003, UL 60950-1, VCCI Class A 	
ACCESS CONTROL SYSTEM	One (1) Lot	
	<p>A. Security door access</p> <ul style="list-style-type: none"> 1. System Server <ul style="list-style-type: none"> a. Monitor, Mouse, Keyboard b. 1TB storage capacity c. 8GB RAM, 166 MHz; DDR4 d. 3.5GHZ Processing speed e. 2GB 128bit GDDr5 Video Card 2. Door Access Management Software 3. Proximity or RFID Cards: 1,100 pcs 4. Uninterruptible Power Supply 5. Relative Components <ul style="list-style-type: none"> a. UTP Cables, Network, Switch, Data Cabinet and Patch Panel b. PVC pipes, moldings, junction boxes, pull boxes 6. Door Access Control <ul style="list-style-type: none"> a. Display : 2.4-inch TFT LCD Color Screen b. Fingerprint Capacity : 3,000 c. With Card Function d. Card Capacity : 5,000 	

	<ul style="list-style-type: none"> e. Transaction Capacity : 30,000 f. Sensor : Optical Sensor g. Access Control Interface : 3rd party electric lock, door sensor, exit button, alarm, doorbell h. Power Supply : 12V DC, 3A i. Wiegand Signal : Input, Output, SRB <p>7. Central Management Dashboard</p> <ul style="list-style-type: none"> a. Guarantee that only authorized individuals gain access to pre-determined locations b. Logs all door access c. Automatic notification for unauthenticated person in restricted areas 	
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SURVEILLANCE SYSTEM		
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	<p>A. Four (4) Units 4MP Fixed Dome Network Camera</p> <p>1. Features</p> <ul style="list-style-type: none"> a. 1/2.5" Progressive Scan CMOS b. 2688 × 1520@30 fps c. 2.8, 4, 6 mm fixed lens d. H.265+, H.265, H.264+, H.264 e. 120dB WDR f. IR range: up to 40 m g. BLC/3D DNR/ROI/HLC h. IP67 i. Built-in micro-SD/SDHC/SDXC card slot, up to 128 GB j. Color: 0.008 lux @ (F1.2, AGC ON), 0 lux with IR k. Color: 0.014 lux @ (F1.6, AGC ON), 0 lux with IR <p>2. Specifications</p> <p>a. Camera</p> <ul style="list-style-type: none"> i. Image Sensor 1/2.5" Progressive Scan CMOS ii. Min. Illumination Color: 0.008 lux @ (F1.2, AGC ON), 0 lux with IR iii. Color: 0.014 lux @ (F1.6, AGC ON), 0 lux with IR iv. Shutter Speed 1/3 s to 1/100,000 s v. Slow Shutter Yes <p>b. Lens</p> <ul style="list-style-type: none"> i. Focal Length 2.8, 4, 6 mm ii. Aperture F1.6 iii. Focus Fixed iv. FOV 2.8 mm, horizontal FOV: 109°, vertical FOV: 60°, diagonal FOV: 131°; 4 mm, horizontal FOV: 88°, vertical FOV: 46°, diagonal FOV: 105°; 6 mm, horizontal FOV: 53°, vertical FOV: 30°, diagonal FOV: 61° v. Lens Mount M12 <p>c. IR</p>	
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- i. IR Range Up to 40 m
- ii. Wavelength 850nm
- d. Compression Standard
 - i. Video Compression
 - Mainstream: H.265/H.264
 - Sub-stream: H.265/H.264/MJPEG
 - Third stream: H.265/H.264
 - ii. H.264 Type Main Profile/High Profile
 - iii. H.264+ Mainstream supports iv. H.265 Type Main Profile
 - iv. H.265+ Mainstream supports
 - v. Video Bit Rate 32 Kbps to 16 Mbps
- e. Smart Feature Set
 - i. Behavior Analysis Line crossing detection, intrusion detection, object removal detection, unattended baggage detection
 - ii. Exception Detection Scene change detection
 - iii. Face Detection Yes
 - iv. Region of Interest Support 1 fixed region for mainstream and sub-stream
- f. Image
 - i. Max. Resolution 2688 × 1520
 - ii. Mainstream
 - 50Hz: 25 fps (2688 × 1520, 2304 × 1296, 1920 × 1080)
 - 60Hz: 30 fps (2688 × 1520, 2304 × 1296, 1920 × 1080)
 - iii. Sub-Stream
 - 50Hz: 25 fps (640 × 480, 640 × 360, 320 × 240)
 - 60Hz: 30 fps (640 × 480, 640 × 360, 320 × 240)
 - iv. Third Stream
 - 50Hz: 25 fps (1280 × 720, 640 × 360, 352 × 288)
 - 60Hz: 30 fps (1280 × 720, 640 × 360, 352 × 240)
 - v. Image Enhancement BLC/3D DNR/HLC
 - vi. Image Settings Rotate mode, saturation, brightness, contrast, sharpness, and white balance adjustable by client software or web browser
 - vii. Target Cropping No
 - viii. Day/Night Switch Day/Night/Auto/Schedule/Triggered by alarming
- g. Network
 - i. Network Storage Support micro-SD/SDHC/SDXC card (128G), local storage and NAS (NFS, SMB/CIFS), ANR
 - ii. Alarm Trigger Motion detection, video tampering, network disconnected, IP address conflict, illegal login, HDD full, HDD error
 - iii. Protocols TCP/IP, ICMP, HTTP, HTTPS, FTP, DHCP, DNS, DDNS, RTP, RTSP, RTCP, PPPoE, NTP, UPnP, SMTP, SNMP, IGMP, 802.1X, QoS, IPv6, Bonjour
 - iv. General Function One-key reset, anti-flicker, three streams, heartbeat, mirror, password protection, privacy mask, watermark, IP address filter

- v. Firmware Version V5.5.60
- vi. API ONVIF (PROFILE S, PROFILE G), ISAPI
- vii. Simultaneous Live View Up to 6 channels
- viii. User/Host Up to 32 users, 3 levels: Administrator, Operator and User
- ix. Client iVMS-4200, Hik-Connect, iVMS-5200, iVMS-4500
- x. Web Browser IE8+, Chrome 31.0-44, Firefox 30.0-51, Safari 8.0+

h. Interface

- i. Video Output No
- ii. Audio 1 input (line in/mic.in), 1 output (line out), terminal block, mono sound
- iii. Alarm 1 input, 1 output (max. 12 VDC, 30 mA), terminal block
- iv. Communication Interface 1 RJ45 10M/100M self-adaptive Ethernet port
- v. On-board storage Built-in micro-SD/SDHC/SDXC slot, up to 128 GB
- vi. Reset Button Yes

i. Audio

- i. Environment Noise Filtering Yes
- ii. Audio Sampling Rate 8kHz/16 kHz/32 kHz/44.1 kHz/48 kHz
- iii. Audio Compression G.711/G.722.1/G.726/MP2L2/PCM
- iv. Audio Bit Rate 64Kbps (G.711)/16Kbps (G.722.1)/16Kbps (G.726)/32-192Kbps (MP2L2)

j. General

- i. Operating Conditions -30 °C to +60 °C (-22 °F to +140°F), humidity 95% or less (non-condensing)
- ii. Power Supply 12 VDC ± 25%, Φ 5.5 mm coaxial plug power PoE (802.3af, class 3)
- iii. Power Consumption and Current 12 VDC, 0.5 A, max. 5.5 W; PoE (802.3af, 36V to 57V), 0.2 A to 0.1 A, max. 7 W
- iv. Protection Level IP67, IK10
- v. Material Camera body: metal, bubble: plastic
- vi. Dimensions Camera: Φ 111 × 82.4 mm (Φ 4.4" × 3.2"); Package: 134 × 134 × 108 mm (5.3" × 5.3" × 4.3")
- vii. Weight Camera: 500 g (1.1 lb.)

B. One (1) Unit Plug and Play Network Video Recorder (NVR)

1. Features and Specifications

- a. Dual-OS design to ensure high reliability of system running
- b. ANR technology to enhance the storage reliability when the network is disconnected
- c. H.265/H.264/H.264+ video formats
- d. Connectable to the third-party network cameras
- e. 4 IP cameras can be connected
- f. Recording at up to 8 MP resolution
- g. Supports live view, storage, and playback of the connected camera at up to 8 MP resolution
- h. HDMI/VGA outputs provided
- i. HDMI Video output at up to 4K (3840 × 2160) resolution
- j. 1 SATA interfaces connectable for recording and backup

	<ul style="list-style-type: none"> k. Storage space effectively saved by 50% to 70% with the use of H.264+ decoding format l. 1 self-adaptive 10M/100Mbps network interface m. 4 independent PoE network interfaces are provided n. Centralized management of IP cameras, including configuration, information import/export, real-time information display, two-way audio, upgrade, etc. o. VCA detection alarm is supported p. Instant playback for assigned channel during multi-channel display mode q. Smart search for the selected area in the video; and smart playback to improve the playback efficiency <p>C. Four (4) Units Laptop</p> <p>1. Minimum Specifications</p> <ul style="list-style-type: none"> a. Intel Core i7-10750H b. Windows 10 Pro 64 c. 15.6" FHD (1920x1080) IPS 250nits Anti-glare, 120Hz d. 16GB SO-DIMM DDR4-2933 e. 512GB SSD M.2 2242 PCIe 3.0x4 NVMe + 1TB HDD f. NVIDIA GeForce GTX 1650 4GB GDDR6 g. Stereo speakers, 1.5W x2, Dolby Audio h. 720p with Privacy Shutter i. WLAN + Bluetooth 11ax, 2x2 + BT5.0 	
INSTALLATION AND DEPLOYMENT SERVICE		
	<p>The CONTRACTOR must deliver the following equipment and services within Ninety (90) calendar days from receipt of notice to proceed (NTP):</p> <ul style="list-style-type: none"> 1. Server Room Civil, Electrical And Mechanical Works 2. Precision Air Conditioning Unit (PACU) 3. Fire Suppression System 4. Power Distribution Unit (PDU) 5. Environmental Appliance 6. Access Control System 7. Surveillance System 	
III. TECHNOLOGY KNOWLEDGE TRANSFER		
	<ul style="list-style-type: none"> 1. The Contractor shall conduct training as Essential part of Technology Transfer to prepare and equip DDB MISD personnel in the overall operations and maintenance of its Server Room facility. 	
IV. PROVISION OF DOCUMENTATION		
	<ul style="list-style-type: none"> 1. The Contractor shall provide a complete documentation, one (1) soft copy and two (2) printed copies, for every deliverable and at every end of each milestone which must be submitted to the DDB for approval. DDB shall own all documents and shall reserve the right to reproduce at no additional cost. 	

	<p>2. The documentation must be written in English with concise and high-quality presentation to include but not limited to the following:</p> <ul style="list-style-type: none"> a. Technical Manuals <ul style="list-style-type: none"> i. As built Document ii. Infrastructure Diagrams and Topology iii. Troubleshooting and Installation Guides iv. Single Line Diagram v. System/Operation Manual b. Operations and Maintenance Manuals 	
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V. WARRANTY AND AFTER-SALES SUPPORT

	<p>The CONTRACTOR shall guarantee one (1) year exclusive warranty on all installed materials and equipment against factory defects and workmanship. Warranty provision on upgrades and patches to be installed is free of charge during the warranty period. Conduct of an annual preventive maintenance during the warranty period for all the components of the solution. The CONTRACTOR shall be responsible for all costs related to the warranty period.</p>	
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VI. CONFIDENTIALITY OF DATA

	<ol style="list-style-type: none"> 1. The CONTRACTOR shall document detailed procedures/techniques in identifying systems security risks and breach (es) and how such shall be handled. 2. All project staff of CONTRACTOR shall be required to sign a non-disclosure agreement. 3. The DDB system, its components, parts and all products, product samples and specifications, data, ideas, technology, and technical and non-technical materials, all or any of which may be derived from any of the foregoing (all of which, individually and collectively, referred to as “Proprietary Information”) are confidential and proprietary to the Dangerous Drugs Board. 4. The CONTRACTOR agrees to hold the Proprietary Information in strict confidence. CONTRACTOR furthermore agrees not to reproduce, transcribe, or disclose the Proprietary Information to third parties without prior written approval of the Dangerous Drugs Board. 5. To ensure the confidentiality of all information that will come to the knowledge of the CONTRACTOR and its employees detailed with the DDB, the CONTRACTOR and its employees assigned therein shall be considered agents of the DDB. The contract that will be executed hereto shall categorically provide that the CONTRACTOR and its employees, as agents of the DDB, shall uphold strict confidentiality of any information in compliance with RA 10173 otherwise known as “Data Privacy Act of 2012” 	
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VII. TERMS OF PAYMENT

	<ol style="list-style-type: none"> 1. Delivery of IT Support Infrastructure Equipment– Forty -five percent (45%) <ol style="list-style-type: none"> 1.1. All materials, equipment and labor necessary for the upgrade of the IT support infrastructure facility including all civil, electrical, and mechanical works, PACU, Fire Supression System, PDU, Environmental Appliance, Access Control, and Surveillance system 	
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	<ol style="list-style-type: none"> 1.2. Statement of Account/Sales Invoice/Billing Statements 1.3. Inspection and Acceptance Report issued by Inspection Committee and Acceptance Committee 1.4. Certificate of Acceptance and Operability issued by DDB. 2. Installation and configuration of IT Support Infrastructure – Forty-five percent (45%) <ol style="list-style-type: none"> 2.1. All materials and labor for installation and configuration of IT Support Infrastructure. 2.2. Installation of Raise Flooring. 2.3. Statement of Account/Sales Invoice/Billing Statements 2.4. Inspection and Acceptance Report issued by Inspection Committee and Acceptance Committee 2.5. Certificate of Acceptance and Operability issued by DDB. 3. Knowledge Transfer and Project Sign Off – Ten percent (10%) <ol style="list-style-type: none"> 3.1. Training of DDB MISU personnel for the completed IT Support Infrastructure Facility. 3.2. Statement of Account/Sales Invoice/Billing Statements 3.3. Certificate of Acceptance issued by DDB 	
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VIII. PRE-TERMINATION OF THE CONTRACT

	<ol style="list-style-type: none"> 1. The contract for PROCUREMENT FOR UPGRADE OF SERVER ROOM SUPPORT INFRASTRUCTURE OF MANAGEMENT INFORMATION SYSTEM DIVISION maybe pre-terminated by DDB for any violation of the terms of the contract. In case of pre-termination, the CONTRACTOR shall be informed by DDB thirty (30) days prior to such pre-termination. 2. In case of pre-termination, the CONTRACTOR shall be liable to an additional liquidated damages equivalent to one percent (1%) of the contract price as provided for in the Government Accounting and Auditing Manual (GAAM) and forfeiture of the Performance Security. 	
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Section IX. Checklist of Technical and Financial Documents



Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

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

Technical Documents

- (f) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (g) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules; **and**
- (h) Philippine Contractors Accreditation Board (PCAB) License;
or
Special PCAB License in case of Joint Ventures;
and registration for the type and cost of the contract to be bid; **and**
- (i) 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**
- (j) Project Requirements, which shall include the following:
 - a. Organizational chart for the contract to be bid;
 - b. List of contractor's key personnel (*e.g.*, Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data;
 - c. List of contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership or certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be; **and**
- (k) 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

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

Class "B" Documents

- (n) If applicable, duly signed joint venture agreement (JVA) in accordance with RA No. 4566 and its IRR 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

- (o) Original of duly signed and accomplished Financial Bid Form; **and**

Other documentary requirements under RA No. 9184

- (p) Original of duly signed Bid Prices in the Bill of Quantities; **and**
- (q) Duly accomplished Detailed Estimates Form, including a summary sheet indicating the unit prices of construction materials, labor rates, and equipment rentals used in coming up with the Bid; **and**
- (r) Cash Flow by Quarter.

Section X. BID FORMS



Bid Form for the Procurement of Infrastructure Projects

[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, declare that:

- a. We have no reservation to the PBDs, including the Supplemental or Bid Bulletins, for the Procurement Project: *[insert name of contract]*;
- b. We offer to execute the Works for this Contract in accordance with the PBDs;
- c. The total price of our Bid in words and figures, excluding any discounts offered below is: *[insert information]*;
- d. The discounts offered and the methodology for their application are: *[insert information]*;
- e. 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 and reflected in the detailed estimates,
- f. Our Bid shall be valid within the a period stated in the PBDs, and it shall remain binding upon us at any time before the expiration of that period;
- g. If our Bid is accepted, we commit to obtain a Performance Security in the amount of *[insert percentage amount]* percent of the Contract Price for the due

performance of the Contract, or a Performance Securing Declaration in lieu of the the allowable forms of Performance Security, subject to the terms and conditions of issued GPPB guidelines² for this purpose;

- h. We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;
- i. We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed; and
- j. We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.
- k. We likewise certify/confirm that the undersigned, is the duly authorized representative of the bidder, and 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 the [Name of Project] of the [Name of the Procuring Entity].
- l. We acknowledge that failure to sign each and every page of this Bid Form, including the Bill of Quantities, 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: _____

² currently based on GPPB Resolution No. 09-2020

Bid Securing Declaration Form

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

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].

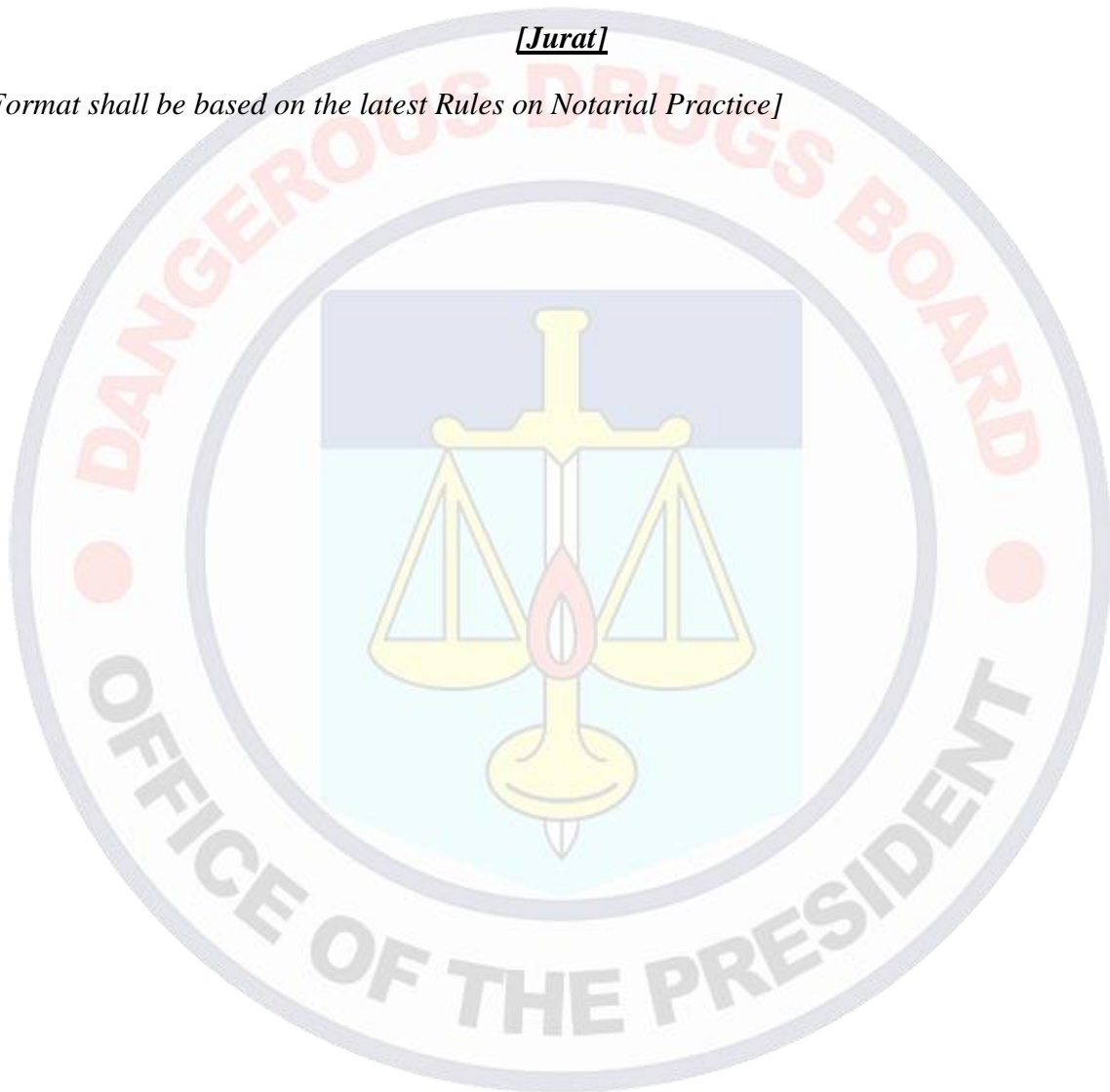
[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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



Contract Agreement Form for the Procurement of Infrastructure Projects (Revised)

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

CONTRACT AGREEMENT

THIS AGREEMENT, made this *[insert date]* day of *[insert month]*, *[insert year]* between *[name and address of PROCURING ENTITY]* (hereinafter called the “Entity”) and *[name and address of Contractor]* (hereinafter called the “Contractor”).

WHEREAS, the Entity is desirous that the Contractor execute *[name and identification number of contract]* (hereinafter called “the Works”) and the Entity has accepted the Bid for *[contract price in words and figures in specified currency]* by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

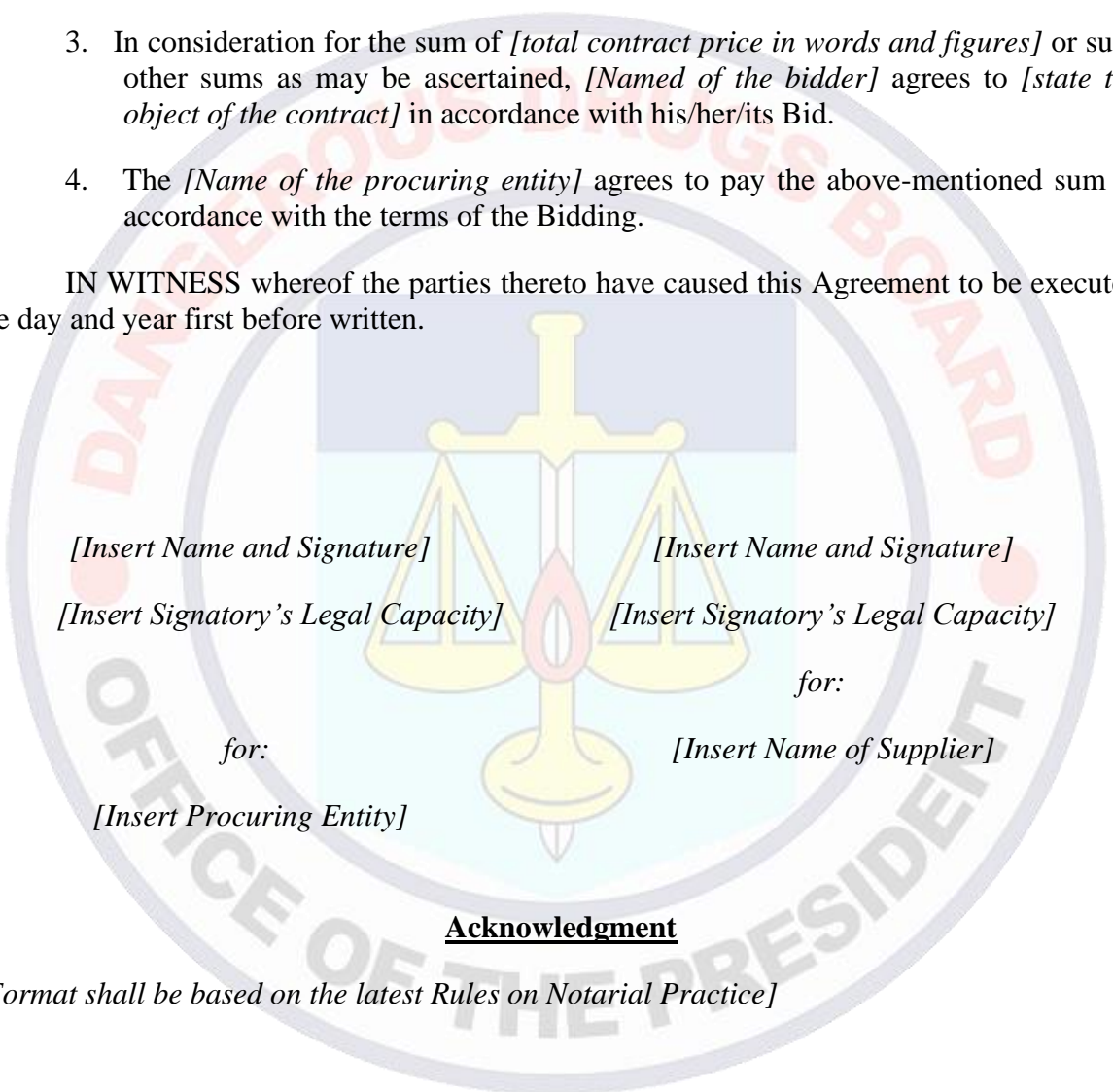
1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a. Philippine Bidding Documents (PBDs);
 - i. Drawings/Plans;
 - ii. Specifications;
 - iii. Bill of Quantities;
 - iv. General and Special Conditions of Contract;
 - v. Supplemental or Bid Bulletins, if any;
 - b. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;

- c. Performance Security;
- d. Notice of Award of Contract and the Bidder's conforme thereto; and
- e. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**

3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.
4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year first before written.



<i>[Insert Name and Signature]</i>	<i>[Insert Name and Signature]</i>
<i>[Insert Signatory's Legal Capacity]</i>	<i>[Insert Signatory's Legal Capacity]</i>
<i>for:</i>	<i>for:</i>
<i>[Insert Procuring Entity]</i>	<i>[Insert Name of Supplier]</i>

Acknowledgment

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

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

REPUBLIC OF THE PHILIPPINES)

CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

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

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

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

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

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

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

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

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by**

relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;

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

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

6. [Select one, delete the rest:]

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

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

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

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

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

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

Project].

9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

Performance Securing Declaration (Revised)

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

REPUBLIC OF THE PHILIPPINES)

CITY OF _____) S.S.

PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
 - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to

the following conditions:

- i. Procuring Entity has no claims filed against the contract awardee;
 - ii. It has no claims for labor and materials filed against the contractor; and
 - iii. Other terms of the contract; or
- b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

