

Republic of the Philippines **PROVINCE OF LAUNION** City of San Fernando



Procurement for the Supply, Delivery and Installation of Security Camera System

ITB No. 2020-4-03

November 4, 2020

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – "Free Carrier" shipping point.

FOB – "Free on Board" shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid



Republic of the Philippines **PROVINCE OF LAUNION** City of San Fernando



INVITATION TO BID FOR THE SUPPLY, DELIVERY AND INSTALLATION OF SECURITY CAMERA SYSTEM

- The Provincial Government of La Union (PGLU), through the PGLU Annual Budget CY 2020 (General Fund) intends to apply the sum of Two Million One Hundred Fifty Thousand Five Hundred Eighty-Four Pesos and Sixty-Eight Centavos (₱2,150,584.68) being the ABC to payments under the contract for Supply, Delivery and Installation of Security Camera System / ITB No. 2020-4-03. Bids received in excess of the ABC shall be automatically rejected at bid opening.
- 2. The **PGLU** now invites bids for the above Procurement Project. Delivery of the Goods shall be in accordance with the delivery schedule under Section VI. Bidders should have completed, within three (3) 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 nondiscretionary "*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 **PGLU** and inspect the Bidding Documents at the address given below during **office hours (8:00 a.m. to 5:00 p.m.) from Monday to Friday**.
- 5. A complete set of Bidding Documents may be acquired by interested Bidders on **November 4 26, 2020** from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Five Thousand Pesos (₱5,000.00**). The Procuring Entity shall allow the bidder to present its proof of payment for the fees through the submission of a copy of the official receipt in person, by facsimile, or through electronic means.
- 6. The PGLU will hold a Pre-Bid Conference on November 12, 2020 at 10:00 a.m. at the BAC Conference Room, Provincial Capitol, City of San Fernando, Province of La Union, which shall be open to prospective bidders.

- 7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **November 24, 2020 at 9:59 a.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 November 26, 2020 at 10:00 a.m. at the BAC Conference Room, Provincial Capitol, City of San Fernando, Province of La Union. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
- 10. The **PGLU** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
- 11. For further information, please refer to:

PGLU-BAC Secretariat BAC Office, Provincial Capitol, Brgy. II City of San Fernando, Province of La Union Email Add: philgeps_baclu@yahoo.com Telefax No. (072) 242-5550-loc 249

12. You may visit the following websites:

For downloading of Bidding Documents: https://launion.gov.ph/goods-and-services/

November 4, 2020

SGD. ENGR. RESSIE A. ESTRELLA Chairperson, Bids and Awards Committee (BAC) Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **Provincial Government of La Union** wishes to receive Bids for the **Supply, Delivery and Installation of Security Camera System** with identification number **ITB No. 2020-4-03**.

The Procurement Project (referred to herein as "Project") is composed of **ten (10) items**, 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 **CY 2020** in the amount of **Two Million One Hundred Fifty Thousand Five Hundred Eighty-Four Pesos and Sixty-Eight Centavos (₱2,150,584.68)**.
- 2.2. The source of funding is:
 - *a.* LGUs, the Annual or Supplemental Budget, as approved by the Sanggunian.

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 not allowed.

- 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 as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

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

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, exwarehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in 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 **March 17, 2021**. 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

20.1.

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

ITB					
Clause	For this purpose, contracts similar to the Project shall be:				
5.3	For this purpose, contracts similar to the Project shall be:				
	a. Supply, Delivery and Installation of Security Camera System / CCTV Camera.				
		ompleted within three (3) yea	rs prior to the	deadline for the submissio	on
		ad receipt of bids.	is prior to the		
7.1	Subcontr	acting is not allowed			
/.1	Subcontra	acting is not allowed.			
12	-	e of the Goods shall be quo Brgy. II, City of San Fernando		he SP Building, Provinci	al
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:				
	a. The amount of not less than ₱43,012.00, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or				
	b. The amount of not less than $P107,529.23$ if bid security is in Surety Bond.				
19.3	ITEM #	DESCRIPTION	Total Quantity	ABC (₱)	
		LOT 1 – Supply, Delivery			
		and Installation of		2,150,584.68	
		Security Camera System			
	1	2000VA UPS	1 unit	21,000.00	
	2	HV5 3U NVR BAY (GV)	1 unit	355,047.04	
	3	H.265 3MP LOW LUX WDR IR BULLET IP CAMERA	10 units	262,393.10	
	4	2MP H.265 SUPER LOW LUX WDR PRO IR MINI	20 units	409,874.20	
	5	6TB DD SATA	8 units	171,733.27	
	6	HORIZONTAL CABLING	1 lot	294,395.85	
	7	(UTP, electrical wire and ROUGHING-INS (PVC	1 lot	240,560.90	
	8	pipe, pull box) MAIN DISTRIBUTION FRAME	1 lot	252,980.32	
	9	PoE SWITCH, 8 PORT	6 units	117,600.00	
	10	32" TV CCTV MONITOR	1 unit	25,000.00	
20.2		r required licenses and pending law requiring it.	rmits relevan	t to the Project and th	he

Bid Data Sheet

21.1	- Copy of notarized Certificate of Sole or Authorized Distributorship for the applicable items prior to signing of Contract.
	- Brochures for applicable items being offered.

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

3. Performance Security

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

000	
GCC	
Clause	
1	
	Delivery and Documents –
	For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:
	[For Goods supplied from abroad, state:] "The delivery terms applicable to the Contract are DDP delivered at the New SP Building, Provincial Capitol, Brgy. II, City of San Fernando, La Union . In accordance with INCOTERMS."
	[For Goods supplied from within the Philippines, state:] "The delivery terms applicable to this Contract are delivered at the New SP Building, Provincial Capitol, Brgy. II, City of San Fernando, La Union. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination."
	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).
	For purposes of this Clause the Procuring Entity's Representative at the Project Site is PGLU Inspection Team .
	Incidental Services –
	The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:
	a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;
	b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;
	c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
	d. performance or supervision or maintenance and/or repair of the
	supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty
	obligations under this Contract; and
	e. training of the Procuring Entity's personnel, at the Supplier's plant
	and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
I	I T T T T T T T T T T T T T T T T T T T

Special Conditions of Contract

f. Civil works related to the Project.

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:

- 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 **three (3)** years.

Spare parts or components shall be supplied as promptly as possible, but in any case, within **seven** (7) days of placing the order.

Packaging –

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.

-	
	The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.
	The outer packaging must be clearly marked on at least four (4) sides as follows:
	Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications
	A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.
	Transportation –
	Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
	Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.
	Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.

	The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination. Intellectual Property Rights – The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use
	of the Goods or any part thereof.
2.2	The terms of payment shall be as follows: - Full payment upon completion and acceptance of the Project.
4	The inspections and tests that will be conducted is: Operation of the Security Camera System;

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.

Item Numbe r	Description	Quantity	Total	Delivered, Weeks/Months
1	Project Management and Implementation Plan	1	lot	Within Two (2) week from receipt of the Notice to Proceed (included in the 120 cd)
2	2000VA UPS	1	unit	
	HV5 3U NVR BAY (GV)	1	unit	
	H.265 3MP LOW LUX WDR IR BULLET IP CAMERA	10	units	
	2MP H.265 SUPER LOW LUX WDR PRO IR MINI	20	units	
	6TB DD SATA	8	units	
	HORIZONTAL CABLING (UTP, electrical wire and	1	lot	Within One Hundred Twenty
	ROUGHING-INS (PVC pipe, pull box)	1	lot	(120) calendar days from receipt
	MAIN DISTRIBUTION FRAME	1	lot	of the Notice to
	PoE SWITCH, 8 PORT	6	units	Proceed
	32" TV CCTV MONITOR	1	unit]
3	Installation of Security Camera System	1	lot	
4	Inspection and Testing	1	lot]
5	Training on the Operation and Maintenance of the Security Camera System	1	lot	

Section VII. Technical Specifications

Item	Specification	Statement of Compliance
		[Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]
1	SCOPE OF WORK	
		ion of the Security Camera System at the
	week after receipt of Notice to plan should include the following	an and Schedule for 120 days; igned to the project;
	entire system requirements. A mentioned in the specifications	responsible for having properly assessed the Any equipment or device not specifically s or not shown on the contract drawings or power rating), but deemed necessary for the

Technical Specifications

	satisfactory operation of the system shall be provided by the Contractor. All cost of such equipment shall be included in the contract cost.
	d. The Contractor shall appoint a competent person as project manager who is fully knowledgeable in the administration and implementation of a project of this type. A safety officer is also required during the installation phase. Contractor's technical personnel who will be assigned to the project such as engineers and technicians must be certified (must submit resume and certification).
	e. The Contractor shall take necessary precaution and observe the highest safety standard to ensure that there is no damage to existing facilities in any form, his workers or any person. Any damage resulting from activities related to this project shall be shouldered by the Contractor.
	 f. Upon completion of the project, the Contractor shall submit to the end user the following: As-built plan indicating location of all programmed settings and configurations of all switches and any other programmable equipment within the system; and Inventory of equipment that includes manufacturer, model and serial number.
	g. Civil Works related with the project.
	h. All works to be done shall have prior approval of the end user otherwise all damages shall be for the Contractor's risk. The Contractor is also required to submit weekly status reports showing progress against the project plan.
	i. Other services needed for the complete installation and commissioning of the system.
2	SYSTEM GENERAL REQUIREMENT
	a. All materials, equipment, components and devices shall be new and unused, and first class quality.
	b. All materials, equipment, components and devices shall be clearly marked and be suitable for the electrical power supply system to which it will be connected.
	c. Contractor shall submit a certification from the manufacturer that the equipment being offered will be supported for at least five (5) years from the time of project acceptance in terms of spare parts availability and service.
3	WARRANTY AND SUPPORT SERVICES
	a. The entire system must have a minimum two (2) years warranty on all installed hardware equipment. This includes the quarterly preventive maintenance for the duration of the warranty period.

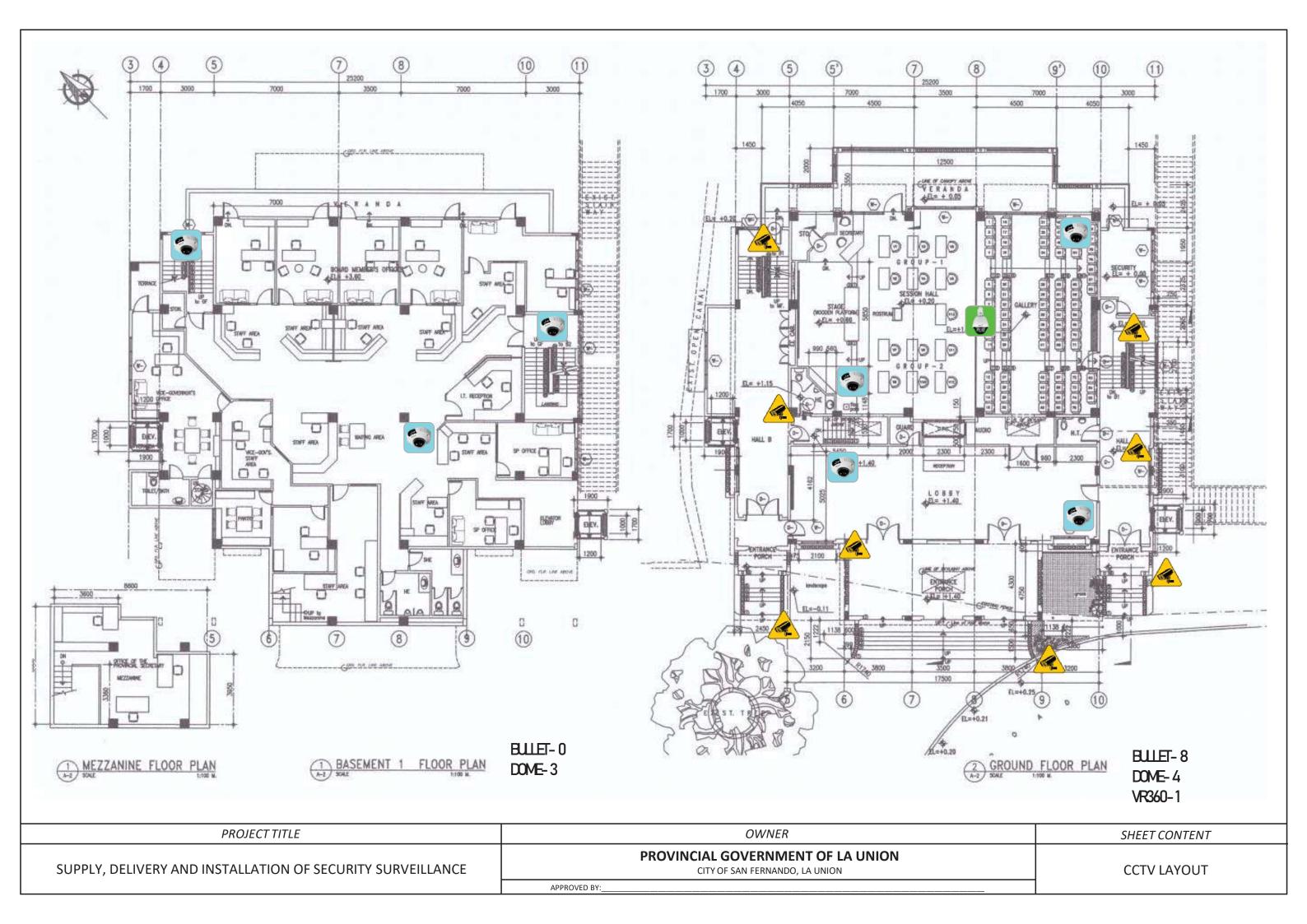
hour, the Contractor needs to provide a technician on site f troubleshooting within five (5) calendar days. A free service unit must	l)		
 b. Warranty is inclusive of 24x7 technical support, one (1) hour response time upon receipt of call. If said problem has not been resolved after one (1) hour, the Contractor needs to provide a technician on site for troubleshooting within five (5) calendar days. A free service unit must be provided within ten (10) calendar days from receipt of call if the problem has not been solved. 			
c. Immediate replacement must be done in case the hardware has alread been repaired twice within the first year of the warranty period.	y		
	certified, qualified and experienced personnel to provide technical support		
e. Warranty shall be deemed to commence from the date of successic completion and acceptance test conducted by the end user.	ıl		
f. During the warranty period, it will be the Contractor's responsibility rectify all defects and updates to the system to ensure continuo performance of the whole system.			
4 TRAININGS			
a. Training for the operation of the entire system must be done for the PGL assigned technical personnel and operators. Trainings shall inclu configuration, operation and maintenance of the cameras supplied a other equipment supplied.	le		
b. Comprehensive hands on training to include system administration maintenance, troubleshooting, and minor repairs to ensure the continuor operation of the system.			
c. All expenses (e.g. transportation, food, lodging, etc.) relative to t trainings shall be shouldered by the Contractor.	ie		
d. Manuals and technical documents of the entire system component shall provided during the turnover.)e		
5 SUBMITTALS			
The Contractor shall submit the following:			
a Deciast Management and Implementation Disp			
a. Project Management and Implementation Plan i. Project Implementation Plan and Schedule			
ii. Schedule of Equipment Delivery			
iii. List of Personnel to be assigned to the project			
iv. Acceptance Test Plan			
v. Training Planb. As-built Drawings (certified by professional engineers).			
c. Manufacturer's Letter of Support stating that the bidder is authorized	0		
sell the brands to be offered. Further, the said certification shall also sta			
full guarantee and warranty support for equipment and goods offered the bidder.	y		
d. Turnover Documents			

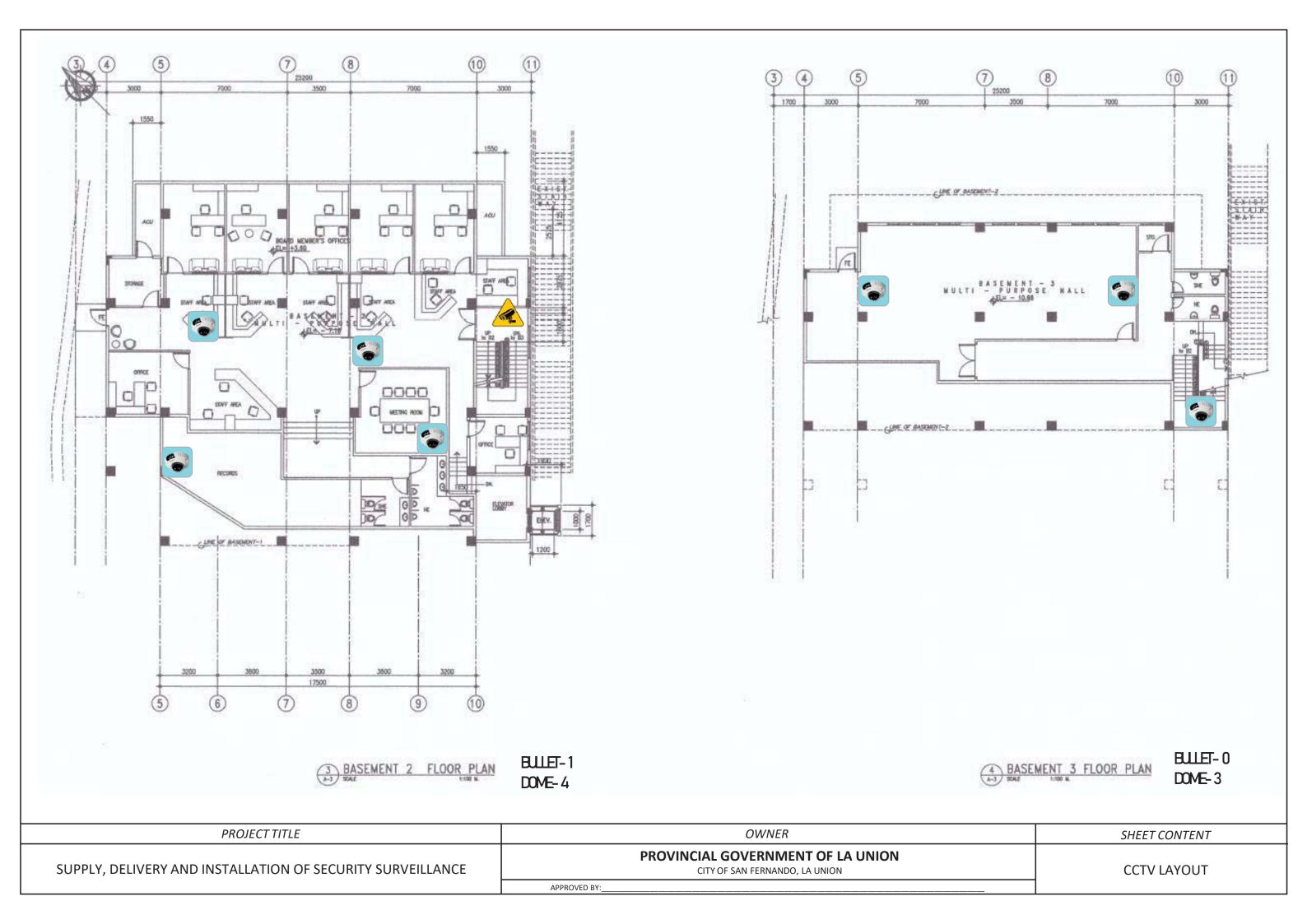
	i. Detail settings and configuration of all programmable equipment in		
	the system.ii. Operation manual and other technical documents		
	ii. Operation manual and other technical documentsiii. Product brochures and catalogues		
6	INSPECTION AND TESTING		
	On completion of installation, all equipment and installations shall be inspected jointly by the end user, PGLU Inspection Team and Contractor for their correctness and completeness at the site of installation during acceptance tests.		
	ACCEPTANCE TEST		
	 Acceptance Test procedure shall be provided by the Contractor for approval by the end user at least two (2) weeks prior to the start of testing. All primary equipment shall be fully tested. The test shall demonstrate the performance, reliability and functionality of equipment tested and the system as a whole. Any other test, as end user may deem fit so as to confirm the performance or to establish the compliance to technical specifications of either individual bordware items or integrated energies of the security compare 		
	 individual hardware items or integrated operation of the security camera system shall be conducted by the Contractor at site. If the results of these tests show any defect/deficiency/deviation on the specifications, the Contractor shall do the modification/replacement/addition necessary to make the system compliant to the specifications at no additional cost to the PGLU. 4. Fully documented and recorded test results shall be provided to the end 		
	user prior to final acceptance.		
	TURNOVER		
	The final turnover of the security camera system shall only commence once the system has been fully tested, commissioned, operational, and all assigned personnel have been fully trained in the system operation. A Certificate of Completion and Acceptance shall then be issued by the end user.		
	PAYMENT TERMS		
	Full payment will be made to the Contractor upon submission of the Certificate of Completion and Acceptance of the Project issued by the end user. Payments shall be subject to applicable taxes.		
7	MINIMUM SPECIFICATIONS		
7.1	2000VA SINGLE/SINGLE PHASE UPS		
	• Sn: 2000 VA		
	• Pn: 1200 W		
	• Rated voltage: 230 V		
	 Voltage tolerance: 170 V - 280 V Rated frequency: 50 / 60 Hz with automatic selection 		
	Protection: Overload, significant discharge and short circuit		
	• Battery Type: Sealed lead-acid maintenance free - expected life 3/5 years		
	• Back-up time: 60 min		

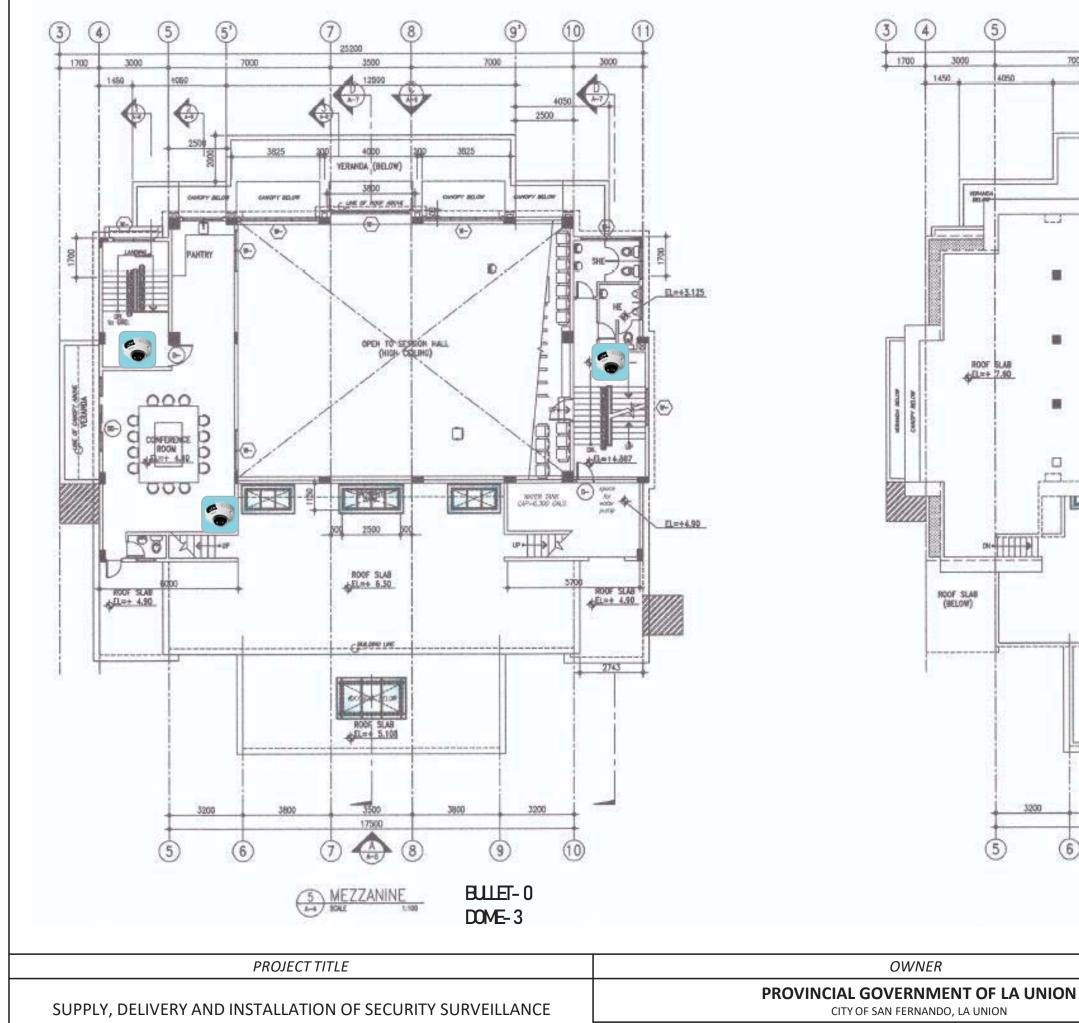
7.2	NETWORK VIDEO
1.2	
	RECORDING AND
	STREAMING SERVER
	• 64-bit Windows 10 IoT Enterprise
	Powered by Intel Core i7 Processor or equivalent
	• 16 hot-swappable SATA drive bays for data storage
	• Maximum storage capacity of up to 120 TB (4U 20-Bay) / 96 TB (3U 16-
	Bay)
	• Simultaneous receiving and recording up to 128 IP channels
	• Distributing up to 300 IP channels of video to clients
	• 3 Gigabit LAN ports
	• Two USB 2.0 ports and six USB 3.1 ports
	• Pre-installed SSD for recovery
	• Web interface to remotely configure and monitor Recording Server
	• Two-way audio communication (only for GV-IP devices through active
	connection)
	• Support for third-party IP video devices (Sony, Axis, VIVOTEK, Panasonic,
	HikVision, Arecont Vision)
	Support for ONVIF, PSIA and RTSP protocols
	• Multiple (31) languages
	• Redundant power supply (optional)
	• Supported RAID type:0,1,3,5,6,10,00,30,50,60,100 Single Disk or JBOD
	(optional)
7.3	3MP H.265 SUPER LOW LUX
7.5	WDR PRO IR BULLET IP
	CAMERA
	• 1/2.8" progressive scan super low lux CMOS
	• Min. illumination at 0.01 lux
	• Dual streams from H.265, H.264, and MJPEG
	• Up to 30 fps at 2048 x 1536
	• P-iris lens for auto iris control
	• Vandal resistance (IK10 for metal casing), Ingress protection (IP67)
	• Day/Night function (with removable IR-cut filter)
	• Intelligent IR
	• IR distance up to 30 m (98.4 ft)
	• Two-way audio
	• One alarm input and sensor output
	• Built-in micro SD card slot (SD/SDHC/SDXC/UHS-I) for local storage
	• DC 12V / PoE (IEEE 802.3af)
	• Wide Dynamic Range Pro (WDR Pro)
	• Defog
	6
	• Text overlay
	• Tampering alarm
	• 3D noise reduction
	• IP address filtering
	• Recording assigned by Recording Manager (Windows & Mac)
	Supports iPhone, iPad, Android & 3GPP
	• 31 languages on Web interface
	ONVIF (Profile S) conformant
7.4	VR360 CAMERA
	• Dual 4MP fisheye provides 720° panoramic view with no blind spots
	1 - Dual + with non-eye provides 720 participation view with no bind spots

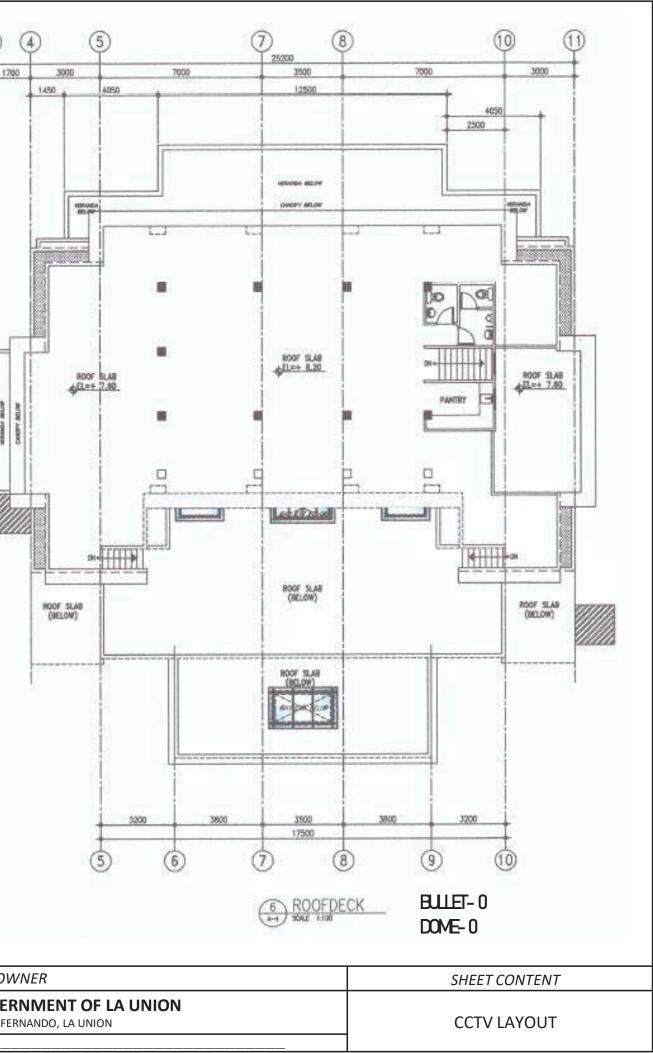
	• 1/2.9" progressive scan low lux CMOS
	• Dual streams from H.265 or H.264
	• Up to 30 fps at 3840 x 2160
	• Day and Night function (with removable IR-cut filter)
	• Intelligent IR
	• 4 IR LEDs
	• IR distance up to 10 m (32 ft)
	One-way audio
	• Built-in / external microphone
	• One sensor input and one alarm output
	• DC 12V / PoE (PoE+, IEEE 802.3at)
	• Vandal resistance (IK10 for metal casing)
	• Ingress protection (IP67)
	• VR Mode for YouTube & GV-Eye
	Smart device APP support
	Live streaming via YouTube
	• Defog
	• 3 languages on Web interface
	• ONVIF (Profile S) conformant
7.5	SURVEILLANCE HARD
	DRIVES
	• Built for 24/7, always on, high definition security systems
	• Support for up to 64 cameras
	• Interface: SATA 6Gb/s
	• Form factor: 3.5in
	Performance class: 5400 RPM class
	• Capacities: 6TB
7.6	CAT6 4PAIRS UTP CABLE,
	HORIZONTAL CABLING FOR
	CCTV
	• 100 ohms, 250 MHz, AWG23, 4 pairs without screen
	• 23AWG conductors
	• UL Listed CM Fire rated
7.7	ROUGHING-INS (PVC PIPES,
	PULL BOXES)
	- All electrical works must conform to NEC Standards.
7.8	MAIN DISTRIBUTION
	FRAME
	7' SERVER RACK CABINET
	• W = 600 MM X D = 1000 MM
	• 19" Standard Opening Systems
	• Framing & Panelling Gauge#16
	Adjustable Mounting Railings
	Plexiglass Front Door with pushLock
	• Detachable Side Panels w/ pushlock & Ventillation
	• Swing-out Back Door panel w/ pushlock & Ventillation
	• 1 Unit Vertical Powerstrip 3Prong, 220V 20Amp-Fuse Capacity
	• With 2 Units Monitor Tray
	• With 1 Unit Vertical Wire Manager @ the Back (Ring Type)
	• With 4 Units Exhaust Fan @ the Top Panel
	• With 30 sets Cagenuts with Bolts
L	

	• With Caster Wheels & Levelling Feet
	Sandpaper Black (Powder Coated)
	Bolted Type Cabinet
	CAT6 RJ45-RJ45 PATCH CORD 2M
	• 4 pair – 2 meters
	• 300MHZ, outer sheath PVC.
	• Fully compliant to AS/NZS 3080:2003, ISO/IEC 11801 Edition 2 2002 and
	ANSI/TIA/EIA-568-B Series Connecting Hardware
	Backward Compatible with Cat 5e products.
	r in the rest of t
	CAT6 24 PORT PATCH PANEL
	• Equipped panel 1U with 24 RJ45 S-110 connectors Keystone Cat 6 UTP
	• Loaded 19" copper panel (with connectors, not mounted).
	• 1U height.
	e
	• 24 RJ45 ports.
	• 1 Quick Fix function on both sides to allow a simple, quick fixing position.
	• Panels equipped with 4 labels holders and a metal tray cable manager.
	• Metal sheet: Thickness 1,2mm. Dark grey RAL 7016.
	• Plastic parts in PA66 GF20 or PA6.
	Simple clicking connectors for mounting.
	2RU CABLE MANAGER
	• Easily organize and manage patch cables
	• Lightweight yet durable and easy to install
	• Unique dual hinge cover allows for easy cable access
	• Flexible fingers allow for easy installation, removal and maintenance of
	cables
	• Increased spacing between fingers accommodates wider CAT6 cables
7.9	8 PORTS INDUSTRIAL FULL
1.5	GIGABIT POE MANAGED
	SWITCH
	• Provide 8* 10/100/1000Base-T RJ45 ports(PoE), 4 * 1000BASE-X SFP
	-
	ports(Unlinks);
	• Buffer reaches 4Mbit, Support 4K high-definition video transmission;
	• PoE function: 1 port max Maxim 60W HPoE&IEEE 802.3 af/at standard;7
	ports IEEE 802.3 af/at standard max 30W PoE;
	• Support Web-based network management, support VLAN, QoS, RSTP,
	SNMP etc. network function;
	• Support fast ring ,support 30 pcs switches Max. in a cascade system ,Self-
	healing in 20ms Min.
	• Support relay alarm for power off, network broken, PoE off ;
	• 6KV surge immunity, 8KV ESD protection and antiinterference ability;
	• -40°C \sim 75°C working temperature.
	• IP40
	• LED Status
7 10	
7.10	32" TV CCTV MONITOR
7 1 1	Standard 32" LED TV Monitor
7.11	SECURITY CAMERA
	LAYOUT

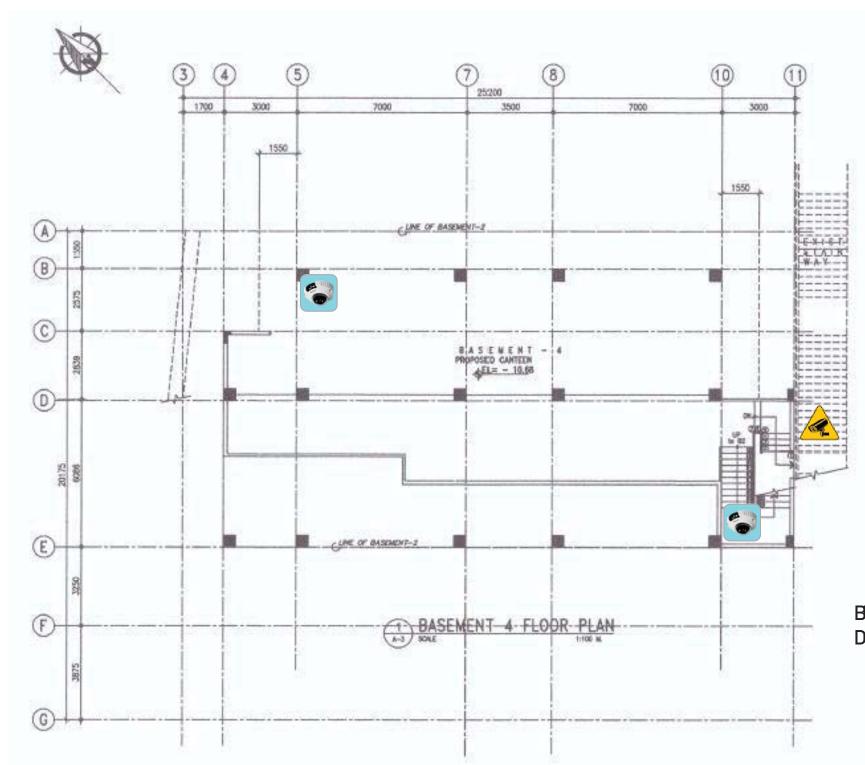








APPROVED BY:



PROJECT TITLE	ITLE OWNER	
SUPPLY, DELIVERY AND INSTALLATION OF SECURITY SURVEILLANCE	PROVINCIAL GOVERNMENT OF LA UNION CITY OF SAN FERNANDO, LA UNION	CCTV LAYOUT
	APPROVED BY:	

BULLET-1 DOME-2

Section VIII. 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,

<u>and</u>

- □ (c) Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
 and
- ☐ (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

- ☐ (f) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- □ (g) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; and
- ☐ (h) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
 - <u>or</u>

Original copy of Notarized Bid Securing Declaration; and

- ☐ (i) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (j) Original duly signed Omnibus Sworn Statement (OSS);
 and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

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

<u>or</u>

A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

☐ (m) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;

<u>or</u>

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.

25 FINANCIAL COMPONENT ENVELOPE

- \Box (a) Original of duly signed and accomplished Financial Bid Form; <u>and</u>
- \Box (b) Original of duly signed and accomplished Price Schedule(s).

Section IX. Forms

Bid Form

Date: Project Identification N°: 2020-4-03

To: Provincial Government of La Union Provincial Capitol, Brgy. II City of San Fernando City, La Union

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to Supply, Deliver and Install the Security Camera System in conformity with the said PBDs for the sum of *[total Bid amount in words and figures]* or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the* applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties], which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
(if none, state "None	")	

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.

The undersigned is authorized to submit the bid on behalf of *[name of the bidder]* as evidenced by the attached *[state the written authority]*.

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

Name:	
Legal Capacity:	
Signature:	
Duly authorized to sign the	
Bid and behalf of:	
Date:	

Price Schedule

Name of Bidder_____

Invitation to Bid Number $\underline{2020-4-03}$ Page $\underline{1}$ of $\underline{1}$

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price exw per item	Transportation and Insurance and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)
1	2000VA UPS		1 unit						
2	HV5 3U NVR BAY (GV)		1 unit						
3	H.265 3MP LOW LUX WDR IR BULLET IP CAMERA		10 units						
4	2MP H.265 SUPER LOW LUX WDR PRO IR MINI		20 units						
5	6TB DD SATA		8 units						
6	HORIZONTAL CABLING (UTP, electrical wire and		1 lot						
7	ROUGHING-INS (PVC pipe, pull box)		1 lot						
8	MAIN DISTRIBUTION FRAME		1 lot						
9	PoE SWITCH, 8 PORT		6 units						
10	32" TV CCTV MONITOR		1 unit						
	T O T A L (in figures)								
	AMOUNT IN WORDS:								

Name:	
Legal Capacity:	
Signature:	
Duly authorized to sign the	
Bid and behalf of:	
Date:	

REPUBLIC OF THE PHILIPPINES) CITY OF____) S.S.

BID SECURING DECLARATION Project Identification No.: 2020-4-03

To: Provincial Government of La Union Provincial Capitol, Brgy. II City of San Fernando City, La Union

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

THIS AGREEMENT made the day of 20 between [name of PROCURING ENTITY] of the Philippines (hereinafter called "the Entity") of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called "the Supplier") of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly [brief description of goods and services] and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of [contract price in words and figures in specified currency] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

- iii. Performance Security;
- iv. Notice of Award of Contract; and the Bidder's conforme thereto; and
- v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.
- 3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.

4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

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

Acknowledgment

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

Omnibus Sworn Statement

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 Supply and Delivery of Medical Equipment of the Provincial Government of La Union, 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 *Supply and Delivery of Medical Equipment* of the *Provincial Government of La Union*, 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 following responsibilities as a Bidder:
 - a) Carefully examine all of the Bidding Documents;
 - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
 - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d) Inquire or secure 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]

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]

FINANCIAL DOCUMENTS FOR ELIGIBILITY CHECK

A. Summary of the Applicant Supplier's/Distributor's/Manufacturer's assets and liabilities on the basis of the attached audited financial statement, stamped "RECEIVED" by the Bureau of Internal Revenue or BIR authorized collecting agent, for the immediately preceding year:

		Year 20
1.	Total Assets	
2.	Current Assets	
3.	Total Liabilities	
4.	Current Liabilities	
5.	Net Worth (1-3)	
6.	Net Working Capital (2-4)	

B. The **Net Financial Contracting Capacity (NFCC)** based on the above data is computed as follows:

NFCC = [(Current assets minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.

NFCC = P _____

Submitted by:

Name of Supplier / Distributor / Manufacturer

Signature of Authorized Representative Date: _____

STATEMENT OF ALL ONGOING GOVERNMENT AND PRIVATE CONTRACTS INCLUDING CONTRACTS AWARDED BUT NOT YET STARTED

Business Name : **Business Address:**

Name of Contract/Project	a. Owner's Name	Bidder's Role		a. Date Awarded b. STATEMENT	% of Accomplishment		Value of Outstanding	
Cost b. Address c. Telephone Nos.	Nature of Work	Description	%	Date Started c. Date of Completion	Planned		Works/Undelivered Portion	
Government								
Private								
						Total C	Cost	

Note: This statement shall be supported with: 1 Notice of Award or Notice to Proceed 2 Contract or Purchase Order issued by the owner

:

:

Submitted by

(Print Name and Signature)

Designation Date

STATEMENT IDENTIFYING BIDDER'S SINGLE LARGEST CONTRACT COMPLETED WITHIN THE YEAR 2017 TO PRESENT WHICH IS SIMILAR IN NATURE

Business Name : Business Address:		 			
	a. Owner's Name b. Address c. Telephone Nos. Nature of Work Bidder's Role Description %			a. Amount at Awarded	a. Date Awarded
Name of Contract		%		b. Contract Effectivity c. Date Completed	
Government					
<u>Private</u>					
				Total Cost	
Note: This statement shall be suppor	rted with:				

Contract or Purchase Order
 Certificate of Completion or Certificate of Acceptance
 Official Receipt/s or Sales Invoice/s

Submitted	by	:

(Print Name and Signature)

Designation Date

: :

SEALING AND MARKING OF BID ENVELOPES

