

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Government of the Republic of the Philippines

**Republic of the Philippines
Department of Education
CORDILLERA ADMINISTRATIVE REGION
Wangal, La Trinidad, Benguet**

**LABOR AND MATERIALS FOR THE STRUCTURED
CABLING FOR DATA COMMUNICATIONS AND
PABX/TELEPHONE PROVISIONS AND CCTV FOR
NEAP-BAGUIO CITY**

**Sixth Edition
July 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

**INVITATION TO BID
FOR THE
LABOR AND MATERIALS FOR THE STRUCTURED CABLING FOR DATA
COMMUNICATIONS AND PABX/TELEPHONE PROVISIONS AND CCTV
FOR NEAP-BAGUIO CITY**

1. The Department of Education – Cordillera Administrative Region Regional Office (DepEd-CAR RO), through the FY 2021 General Appropriations Act intends to apply the sum of **ONE MILLION NINE HUNDRED SEVENTY NINE THOUSAND FIVE HUNDRED SEVENTY EIGHT AND 69/100 PESOS ONLY (Php 1,979,578.69)** being the Approved Budget for the Contract (ABC) to payments under the contract for the **LABOR AND MATERIALS FOR THE STRUCTURED CABLING FOR DATA COMMUNICATIONS AND PABX/TELEPHONE PROVISIONS AND CCTV FOR NEAP-BAGUIO CITY**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The DepEd-CAR RO now invites bids for the above Procurement Project. **Completion of the project is required within 30 calendar days from receipt of the Notice to Proceed**. 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 non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

4. Prospective Bidders may obtain further information from the DepEd-CAR Regional Office and inspect the Bidding Documents at the address given below from 8am to 5pm during working days.
5. A complete set of Bidding Documents may be acquired by interested Bidders starting on **November 5, 2021** from the BAC Secretariat and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Two Thousand pesos (Php2,000.00) only**.

6. The DepEd-CAR Regional Office will hold a Pre-Bid Conference on **November 12, 2021 at 1pm** at DepEd-CAR Regional Office, Wangal, La Trinidad, Benguet which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat at the Administrative Division of DepEd-CAR RO, address indicated below, **on or before 1pm of November 24, 2021.** 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 24, 2021 at 1:01pm** at the DepEd-CAR Regional Office, Wangal, La Trinidad, Benguet. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The DepEd-CAR RO reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

*BAC Secretariat
DepEd- CAR Regional Office
Wangal, La Trinidad, Benguet
Telephone No. (074) 422-18-04
Email address: depedcar.bacsecretariat@gmail.com*
12. You may visit the following websites:

For downloading of Bidding Documents: *depedcar.ph*

November 4, 2021

(original signed)
FLORANTE E. VERGARA
BAC Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, Department of Education- Cordillera Administrative Region wishes to receive Bids for the **LABOR AND MATERIALS FOR THE STRUCTURED CABLING FOR DATA COMMUNICATIONS AND PABX/TELEPHONE PROVISIONS AND CCTV FOR NEAP-BAGUIO CITY** with **identification number CB 2021-019.**

The Procurement Project (referred to herein as “Project”) is composed of *one (1) lot*, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for FY 2021 GAA in the amount of **ONE MILLION NINE HUNDRED SEVENTY NINE THOUSAND FIVE HUNDRED SEVENTY EIGHT AND 69/100 PESOS ONLY (Php 1,979,578.69).**

2.2. The source of funding is:

NGA, the 2021 General Appropriations Act

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 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

The Procuring Entity has prescribed that subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a **pre-bid conference for this Project on November 12, 2021 at 1pm at the DepEd- CAR Regional Office, Wangal, La Trinidad, Benguet.**

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 two (2) years prior to the deadline for the submission and receipt of bids.

- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in e.
 - b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price,

the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.

- ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

13. Bid and Payment Currencies

- 13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.
- 13.2. Payment of the contract price shall be made in Philippine Pesos.

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration¹ 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 November 23, 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 is requested to submit three copies/sets of the first and second components of its Bid. The use of tabs is also encouraged to facilitate examination of documents.

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

¹ In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

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: as One Project having several items that shall be awarded as one contract.

19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the

NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. Contracts related on structured cabling b. completed within three (3) years prior to the deadline for the submission and receipt of bids.
7.1	Subcontracting is not allowed.
12	The price of the Goods shall be quoted DDP NEAP-BAGUIO CITY or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> a. The amount of not less than <u>Php39,591.58</u> [two percent (2%) of ABC], 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 <u>Php 98,978.94</u> [five percent (5%) of ABC] if bid security is in Surety Bond.
19.3	The project is one (1) lot and the award shall be for the entire lot.
20.2	<p>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 LCB, the Bidder shall submit copies of the following requirements:</p> <ul style="list-style-type: none"> a. Latest income and business tax returns; Printed copies of the Electronically filed Income Tax and Business Tax Returns with copies of their respective Payment Confirmation Forms for the immediately preceding calendar/tax year from the authorized agent bank; c. Other appropriate licenses and permits required by law and stated in this BDS
21.2	

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

Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad]</i> “The delivery terms applicable to the Contract are DDP delivered at DepEd- CAR Regional Office. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines:]</i> “The delivery terms applicable to this Contract are delivered at DepEd- CAR Regional Office. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is Daisy P. Eswat and/or Randolph Daculog.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> 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.
	<p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p>

	<p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>

	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<p>Schedule of Payment:</p> <p>Payment shall be made after full delivery of the items.</p>
4	<p>Inspection:</p> <p>Inspection will be done upon completion of project.</p>
5	<p>Warranty</p> <p>Warranty required is listed under the Terms of Reference attached to the Technical Specifications</p>

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 Number	Description	Quantity	Total	Delivered, Weeks/Months
1	<p style="text-align: center;">LABOR AND MATERIALS FOR THE STRUCTURED CABLING FOR DATA COMMUNICATIONS AND PABX/TELEPHONE PROVISIONS AND CCTV FOR NEAP-BAGUIO CITY</p> <p>Note: Project includes Delivery, Installation, Testing and, if needed, training of end user</p>	1 lot	1 lot	within 30 calendar days from receipt of the Notice to Proceed.
2				
3				
4				
5				
6				
7				

* The performance of the obligations under the Contract shall not go beyond the validity of the appropriation for the Project.

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

Name of Company/Bidder

Signature Over Printed Name of Representative

Date

Section VII. Technical Specifications

Technical Specifications

Item	Description		Statement of Compliance
			<p><i>[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder’s statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i></p>

Item	Description			Statement of Compliance
	I. Horizontal Cabling			
1	Cat6 UTP Cable 4pairs	1.00	rolls	
2	Cat6 UTP Patch Cord, 2m	50.00	set	
3	Cat6 UTP Patch Cord, 3m	10.00	set	
4	Cat6 UTP Patch Panel 24port, unloaded	3.00	assembly	
5	Faceplate Simplex	30.00	pieces	
6	Cat6 Information Outlet, white	30.00	set	
7	RJ 45 Connector	20.00	pieces	
8	Horizontal Wire Manager	4.00	set	
9	Communication Grounding System	1.00	set	
	II. Active Components			
10	20-Port Gigabit Web Smart Switch	2.00	units	
11	24-Port Gigabit Web Smart with 4 x 10G SFP+ slots	1.00	units	
12	UniFi AP (UAP)	20.00	units	
13	PoE Injector, 15VDC, 12W (POE-15-12W)	20.00	units	
14	UniFi Controller, Cloud Key (UC-CK)	1.00	units	
15	UPS 1 KVA	2.00	Units	
16	Smart Hybrid PBX Main unit (6CO+16SLT+2DPT)	1.00	units	
17	8 port SLT extension card (MCSLC8)	1.00	unit	
18	Analog Single line Phone	20.00	set	
19	Back battery cable	1.00	assembly	
20	50 pairs terminal block (distribution point)	1.00	pieces	
21	Line Surge Arrester 10pairs (line protector)	1.00	units	
22	1kVA AVR	1.00	unit	
23	Mounting bracket	1.00	set	

24	12V26AH Battery (166x175x125mm) LxWxH	3.00	units	
	III. Racks and Accessories			
25	4-FT Cabinet (28U), W=600mm, D=800mm, front door: Smoky glass with metal frame Caster wheel Levelling feet rear door: whole metal (1) Rack Shelves, (4) Fan	1.00	set	
	IV. Roughing-ins			
26	1" PVC pipe w/ coupling	65.00	pieces	
27	3/4" PVC pipe w/ coupling	80.00	pieces	
28	3/4" PVC Flexible Hose	70.00	meters	
29	Pull Box	10.00	units	
30	Utility Box	30.00	units	
31	Junction Box	20.00	units	
32	Square Box with Cover 4"	50.00	set	
33	Hangers and Support	1.00	assembly	
34	Miscellaneous and Consumables	1.00	lot	
	V. Labor and Engineering			
35	Piping layout, cable pulling and termination	1.00	lot	
36	Programming and Configuration	1.00	lot	
37	Testing and Commissioning	1.00	lot	
	VI. Preliminaries			
38	Mobilization and Demobilization	1.00	lot	
39	Bonds and Permits	1.00	lot	
40	Out of Town Charge	1.00	lot	
41	As-built	1.00	lot	
42	Safety and Personal Protective Equipments	1.00	lot	

43	Project Management Supervision	1.00	lot	
	Warranty			
	- Workmanship Warranty will be one (1) years after Turn-over and Acceptance. Warranties includes re-grooming of cables inside the IDF and/or MDF Racks and re-testing of link (if necessary) for any Structured Cabling link problem from IDF/MDF Patch Panel t			
	- System Warranty - will provide Twenty-Five (25) years warranty on cables, components and system application after certification for the end-to-end one brand. Warranty also includes Link and Channel.			
	<ul style="list-style-type: none"> • The warranty does not cover accidental or malicious damage to the installed links by individuals. 			
	<ul style="list-style-type: none"> • The warranty does not cover damage caused by external circumstances beyond our control (Acts of God). 			
	<ul style="list-style-type: none"> • The warranty does not cover links for which compliant test results were not supplied at the time of application. If subsequent work is carried out on the network or surrounding services (electrical, water, etc) that may have an effect on the performance of the cabling, the cabling must be re-tested. If the cabling is not retested, this may invalidate the warranty 			
	Service Level Agreement during Warranty Period			
	(Contractor) shall provide Certified Service technicians who would be performing all the installation and maintenance on the systems installed. The technicians would be available 8 hours by 5 days a week for any warranty service required.			
	a. Preventive/ Scheduled Maintenance:			
	All Hardware and Software component will be covered under Planned Quarterly Maintenance including but not limited to:			
	<ul style="list-style-type: none"> • Frequently general system checks (Hardware, Network and Software) 			
	<ul style="list-style-type: none"> • Necessary adjustments 			
	The preventive maintenance will be done for example:			
	<ul style="list-style-type: none"> • Once per quarter for outside components 			
	<ul style="list-style-type: none"> • Once per quarter for inside components 			
	(Contractor) shall be responsible for the efficient and effective management of the (Installed System) and shall ensure that the agreed resources are employed and available always.			
	If while a periodical system check, hardware or software problems are detected, this will result in reactive maintenance.			
	b. Reactive/ Emergency Maintenance:			
	Response to a system or component of the system outline, from the time the Incident is reported to the time a technical representative of (Contractor) has reached the site where the system has become dysfunctional or where total failure has occurred, hindering the processing of the system and/or in its operation to function. The reactive maintenance includes all services, when errors are found while preventive maintenance or after error messages in the respective data center. This includes but not limited to :			
	<ul style="list-style-type: none"> • Detailed system checks (Hardware, Network and Software) 			
	<ul style="list-style-type: none"> • Repair of components (Hardware) 			
	<ul style="list-style-type: none"> • Exchange of components (Hardware) 			
	The Emergency Maintenance requests during standard business working hours shall be provided as per the category mentioned below. Emergency requests occurring outside standard business working hours shall be provided the next business day. This support would be provided 24 hours by 7 days a week including weekends and National holidays.			

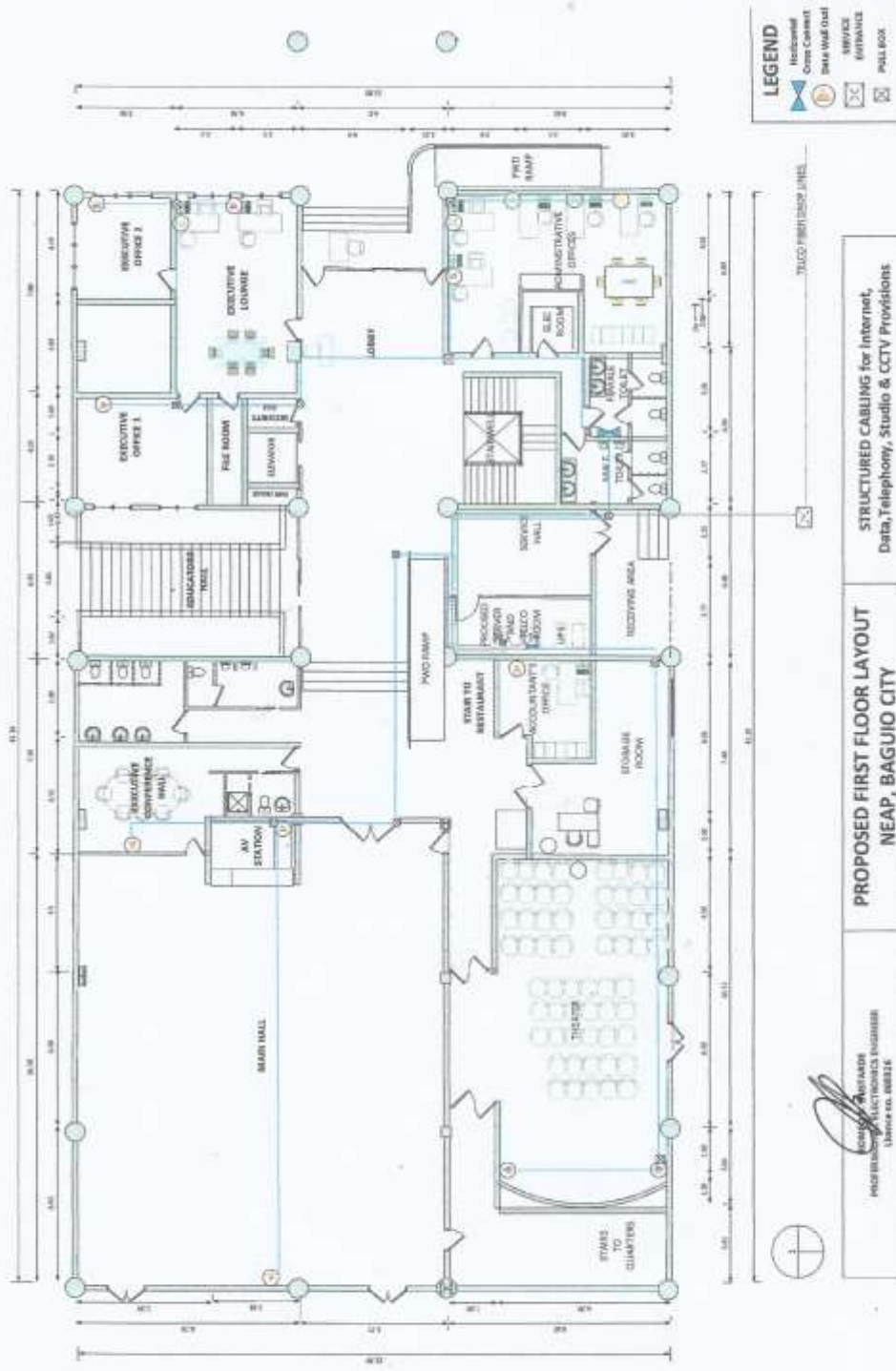
	A. CLIENT OBLIGATIONS
	a. Appoint ONE contact person to arrange/coordinate maintenance visits/calls
	b. Ensure that the users of the system/items covered by this contract are properly trained to operate the same.
	c. Do not make any alternations to the system/items covered under this contract without prior written consent from the Service Provider
	d. Do not attempt repair or troubleshoot the system/items covered under this contract without written permission from the Service Provider
	e. Provide the system/items technical manuals whenever requested by the Service Provider
	f. The Client must notify the Service Provider for request to repair/rectification of the system/items in writing via fax and/or email and/or verbally via Bond Helpdesk.
	C. EQUIPMENT
	All equipment will charge to the client once the Equipment is found defective and need for replacement due to accident, misuse and abuse. The Required Equipment list would be maintained by (Contractor) .
	D. EXCLUSIONS
	a. Any modifications made to or on the items covered by this Contract
	b. Faults and failures due to natural causes like fire, flood, storms, etc or due to criminal acts, explosions, or damages caused by the client or his employees or any third party due to misuse/mishandling are not covered by this contract; the resulting repairs will be invoiced separately.
	c. Items which become obsolete and for which spare parts are no longer available, provided the Client has been informed in writing thereof, in which case recommendation for upgrade or sale of a new item to replace the obsolete item will be submitted accordingly. The new item will be covered under the existing contract, provided it is supplied by (Con.
	d. Training of the Client or their staff on the operation of the system/items covered in this contract
	e. Any Civil or Electrical work directly or indirectly, attached to or a part of fixtures of or to the equipment.
	f. Services out of scope.
	g. Delays which have occurred due to reasons which are not attributed to (CONTRACTOR) or beyond the control of the (contractor).
	• Problems with on-site security (no permit to work)
	• Doors of building are closed
	• Accident of the driver, vehicle or technician, traffic jam

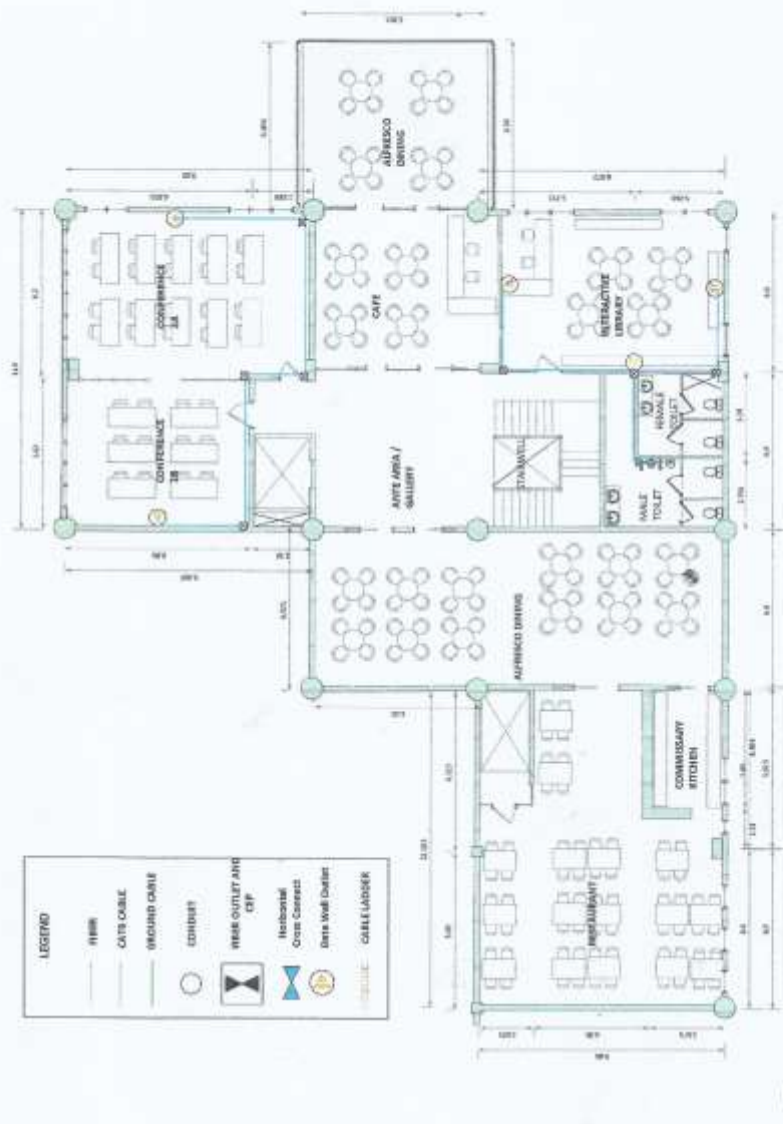
I hereby certify to comply with all of the above Technical Specifications.

Name of Company/Bidder

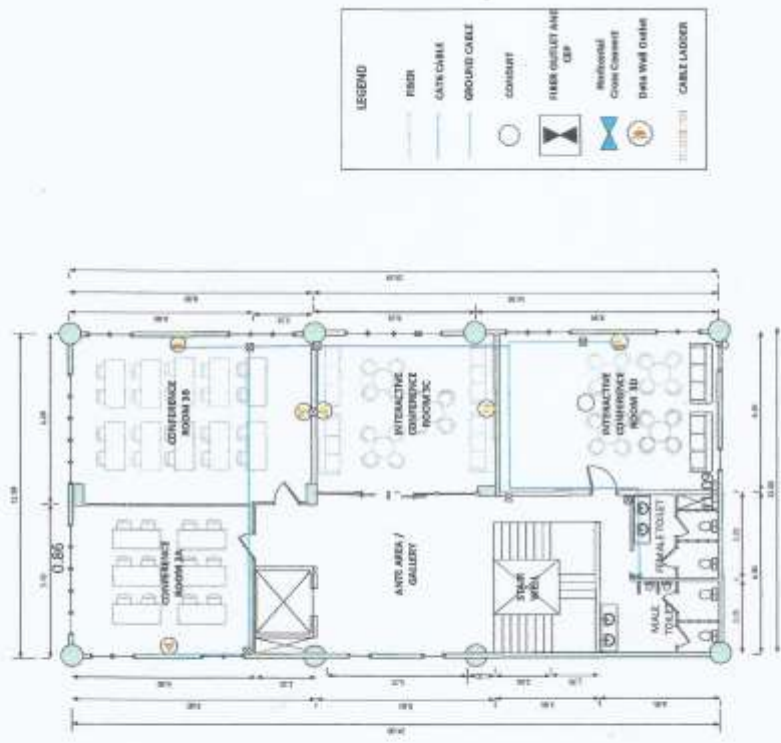
Signature Over Printed Name of Representative

Date





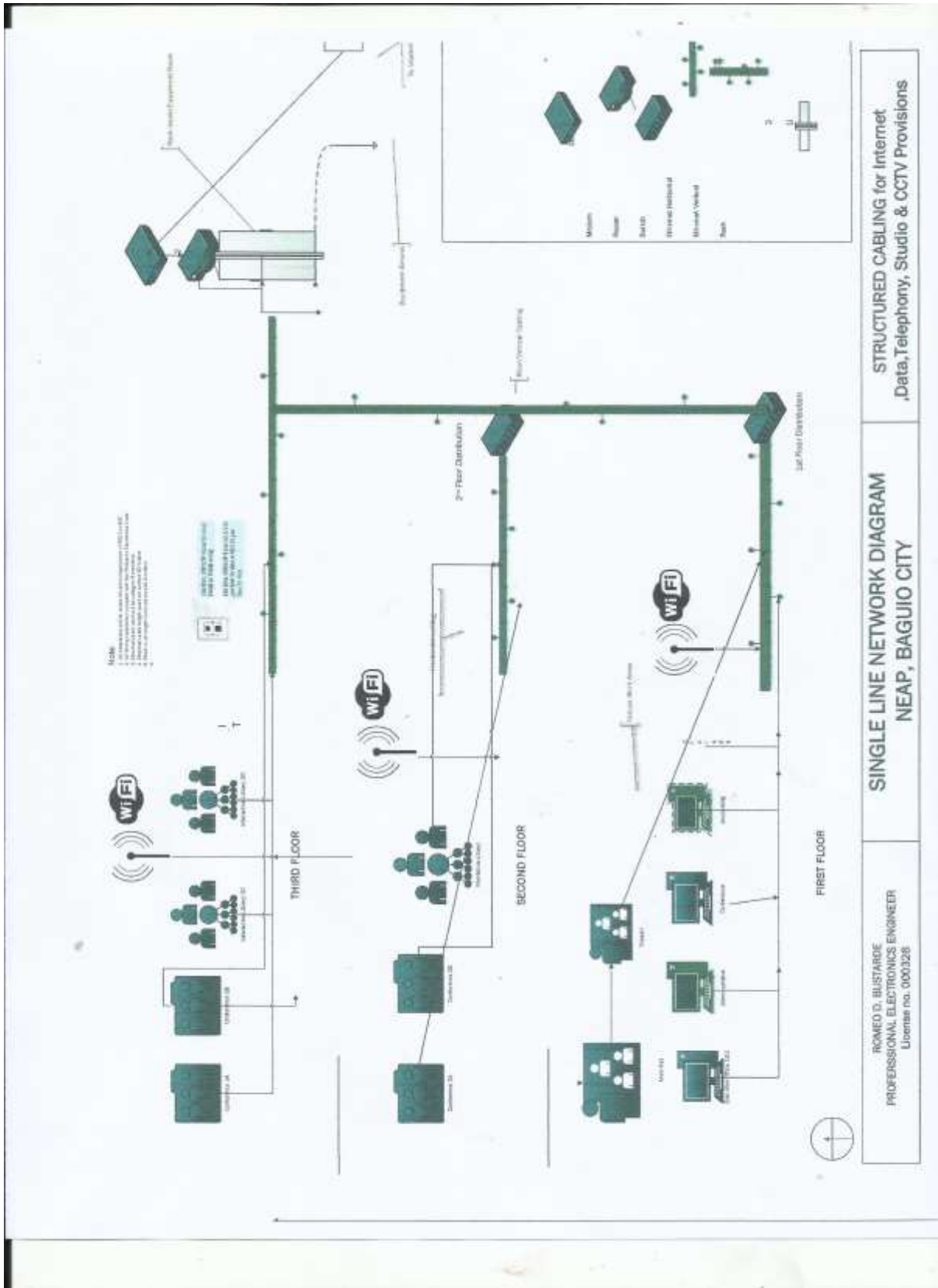

 PROFESSIONAL ENGINEER
 REG. NO. 00124



PROPOSED 3RD FLOOR LAYOUT
NEAP, BAGUIO CITY

STRUCTURED CABLING for Internet,
Data, Telephony, Studio & CCTV Provisions

POWERED BY CABLE
PROFESSIONAL ENGINEER
Professional No. 000529



***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,
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
- (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;
or
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.

Other required document:

- Site Inspection Certificate

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**

- (l) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);
or
A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

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

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

- (n) *[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
- (o) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

25 FINANCIAL COMPONENT ENVELOPE

- (a) Original of duly signed and accomplished Financial Bid Form; **and**
- (b) Original of duly signed and accomplished Price Schedule(s).

