

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

PROCUREMENT AND IMPLEMENTATION OF K-12 PROGRAM (MITHI-ICT INFRASTRUCTURE) REBID

2022-11-354

Government of the Republic of the Philippines



Philippine Science High School-
Zamboanga Peninsula Region Campus

**Sixth Edition
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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 PROCUREMENT AND IMPLEMENTATION OF K-12
PROGRAM (MITHI-ICT INFRASTRUCTURE) REBID**

1. The **Philippine Science High School-Zamboanga Peninsula Region Campus** through the FY2022 General Appropriations Act (GAA) intends to apply the sum of **ONE MILLION FOUR HUNDRED TWENTY-NINE THOUSAND FOUR HUNDRED PESOS (P1,429,400.00)** being the ABC to payments under the **Procurement and Implementation of K-12 Program (MITHI- ICT INFRASTRUCTURE) REBID** contract for one (1) lot. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **Philippine Science High School-Zamboanga Peninsula Region Campus** (PSHS- ZRC) now invites bids for the above Procurement Project. Delivery and Installation of the Goods is required within **One Hundred Fifty (150) Calendar Days**. Bidders should have completed, within **two (2) 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 **Philippine Science High School-Zamboanga Peninsula Region Campus** and inspect the Bidding Documents at the address given below during weekdays from 8:00 a.m. to 5:00 p.m.
5. A complete set of Bidding Documents may be acquired by interested Bidders from the given address and websites 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 **One Thousand Pesos (P1,000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees to the BAC Secretary at the address given below.
6. PSHS BAC will hold a **Pre-Bid Conference on December 9, 2022, 9:00 a.m.** at the SSD Chief Office, Academic Building II, PSHS-ZRC, Cogon, Dipolog City. The scheduled conference may be accessed through this link: <https://zoom.us/j/98041869024?pwd=a25uc3JxcXJ6b202eUhCWm45VmVrZz09> via Zoom, 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 9:00 a.m. of December 21, 2022**. 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 **December 21, 2022 at 9:01 a.m.** at the given address below. Authorized attendees, including representatives of bidders, who are physically present at the venue may likewise join the meeting via videoconferencing. The scheduled meeting may be accessed through this link: <https://zoom.us/j/98273615795?pwd=QTlSc2VSTUdrUjNRL1lTY1BUL2JrZz09> via Zoom. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. PSHS-ZRC (BAC) 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: Ms.

Sherl Dianne S. Estoque BAC
Secretariat Office
PSHS-ZRC, Cogon, Dipolog City
E-mail address: ssestoque@zrc.pshs.edu.ph
Mobile No.: 09500979799
Website: <http://zrc.pshs.edu.ph/>

12. You may visit the following websites:

For downloading of Bidding Documents:

PSHS-ZRC Website- <http://zrc.pshs.edu.ph/category/bid/PhilGEPS>

Website- <https://philgeps.gov.ph/>

December 1, 2022


HAZEL R. LAGAPA

Chairperson, Bids and Awards Committee (Goods)

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, wishes to receive Bids for the ***Procurement and Implementation of K-12 Program (MITHI-ICT INFRASTRUCTURE)*** with identification number **2022-11-354**.

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 2022* in the amount of **ONE MILLION FOUR HUNDRED TWENTY-NINE THOUSAND FOUR HUNDRED PESOS (₱1,429,400.00)**.

2.2. The source of funding is:

a. NGA, the General Appropriations Act or Special Appropriations.

3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manuals and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or **IB** by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have verified and accepted the general requirements of this Project, including other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex “I” of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

5. Eligible Bidders

5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

- 5.3. 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 procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding: the Bidder should comply with the below requirement:
 - i. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

- 7.1. The Procuring Entity has prescribed that:
- a. Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address and/or through videoconferencing/webcasting as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *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.

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 services¹ 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 Declaration² 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 *120 days from the date of Opening of Bids*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

Each Bidder shall submit one original copy of the first and second components of its Bid and another *two (2)* copies of the said bids.

16. Deadline for Submission of Bids

- 16.1. The Bidders shall submit on the specified date and time and either at its physical address 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.

² 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.

- 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 one Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall include but not limited to the following:</p> <ul style="list-style-type: none"> (a) Design and/or Installation of Fiber Optic Cables (b) Design and/or Installation CCTV cameras (c) Design and/or Installation PBX Systems (d) Design and/or Renovation of Server Rooms/IDF (e) Relocation of Intermediate Distribution Frame (IDF) (f) Installation of Network Attached Storage and (g) Installation of Copper Structured Cabling and Wireless Connectivity (h) Supply, Delivery and Installation of IP Phones for the IP PBX System <p>B. Completed within two (2) years prior to the deadline for the submission and receipt of bids.</p>
7.1	<i>Not applicable.</i>
12	The price of the Goods shall be quoted DDP at <i>PSHS-ZRC, Cogon, Dipolog City</i> .
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 Twenty-Eight Thousand Five Hundred Eighty-Eight Pesos (P28,588.00), 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 Seventy One Thousand Four Hundred Seventy Pesos (P71,470.00), if bid security is in Surety Bond.
19.3	<p><u>LOT 1:</u> PROCUREMENT AND IMPLEMENTATION OF K-12 PROGRAM (MITHI-ICT INFRASTRUCTURE) REBID</p> <p>ABC: ONE MILLION FOUR HUNDRED TWENTY-NINE THOUSAND FOUR HUNDRED PESOS (P1,429,400.00)</p>
21.2	<p>Should have personnel who have valid licenses or certifications relevant for the implementation of the project, issued by authorized licensing or training agency/authority:</p> <ul style="list-style-type: none"> • Registered electrical engineer or • Registered electronics/electronics and communication engineer

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

61. 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.
62. 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>DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR</p> <p>A. Scope of Work and Activities</p> <ul style="list-style-type: none"> • The contractor shall furnish all labor, materials, tools and equipment, and perform all operations necessary to complete the supply, delivery, installation, testing and commissioning of Structured Cabling (integrated voice and data) and Network Switches, Electrical System of PSHS-ZRC Server Room, IP PBX System, and Wi-Fi System. • The contractor must provide demonstration and training for IT Personnel for the Network Equipment (switches and access points), basic trouble shooting for the Structured Cabling, IP PBX operation. • The Contractor shall provide warranty service within the warranty period. Provision of upgrades and patches to be installed free of charge during the warranty period. • Bidder shall be responsible for all the cost related to the warranty period for hardware products. <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>The delivery terms applicable to the Contract are DDP delivered within the Philippines. In accordance with INCOTERMS.”</p> <p>The delivery terms applicable to this Contract are delivered <i>within the Philippines</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Good 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>

For purposes of this Clause the Procuring Entity's Representative at the Project Site is

Danny A. Sulit
Info. System Analyst

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;

	<p>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</p> <p>e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</p> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>Spare Parts –</p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <p>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</p> <p>b. in the event of termination of production of the spare parts:</p> <p>i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and</p> <p>ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.</p> <p>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.</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period indicated in the Terms of Reference/Technical Specifications for the Project Implementation of K-12 Program (MITHI-ICT INFRASTRUCTURE) Rebid</p> <p>Spare parts or components shall be supplied as promptly as possible of placing the order.</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 ProcuringEntity.</p> <p>The outer packaging must be clearlymarked on at least four (4) sides</p> <p>as follows: Name of the Procuring Entity</p> <p>Name of the</p> <p>SupplierContract</p> <p>DescriptionFinal</p> <p>Destination Gross</p> <p>weight</p> <p>Any special lifting</p> <p>instructions Any special</p> <p>handling instructions</p> <p>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 placedinside 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, transportof 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 costthereof 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 ofdestinationwithin the Philippines, defined as the Project Site, transport to such place of destinationin the Philippines, including insurance and storage, as shall be specified in this Contract, shall bearranged 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 areto be transported on carriers of Philippine registry. In the event that no carrier of Philippine registryis 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 registryare available but their schedule delays the Supplier in its performance of this Contract the periodfrom when the Goods were first ready for shipmentand the actual date of shipment the period ofdelay will be considered force majeure.</p> <p>The Procuring Entityaccepts no liabilityfor the damage of Goods during transit other than thoseprescribed 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 tothe Procuring Entity until their receipt and final acceptance at the final destination.</p>

	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	<i>Not applicable.</i>
4	The inspections and tests that will be conducted are: Refer to the Technical Specifications of the project for the detailed requirements.

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	Description	Quantity	Total	Delivered, Weeks/ Months
1	PROCUREMENT AND IMPLEMENTATION OF K-12 PROGRAM (MITHI-ICT INFRASTRUCTURE)	1 lot	1 lot	150 days
	I. STRUCTURED CABLING			
	A. Supply, Delivery, Installation of the following Materials:			
	1. Unshielded Twisted Pair (UTP) CAT-6 cables			
	2. Patch Cord – 200pcs			
	3. CAT -6 RJ45 connector - 200 pcs			
	4. Rubber boots for CAT-6 connectors - 200 pcs			
	5. Information Outlet (CAT-6) - 170 pcs			
	6. Face Plates - 170 pcs			
	7. 48-port POE Manage Switch - 3 units (for the data)			
	8. 24-port Patch panel - 8 units			
	9. Cable manager 2RU - 8 units			
	10. PVC pipes			
	11. Plastic moldings			
	II. INSTALLATION OF ACCESS POINTS			
	A. Supply, Delivery, Installation, and Configuration of the following Materials:			
	1. Indoor Access Point - 15 units			
	<ul style="list-style-type: none"> • Indoor Access Point Long Range Wi-Fi6 • High-efficiency 4x4 Wi-Fi 6 (802.11ax) • 5GHz band (4x4 MU-MIMO and OFDMA) with 2.4 Gbps throughput rate • 2.4GHz band (4x4 MIMO) with 600 Mbps throughput rate • Powered by 802.3at PoE • IP54-rated water and dust protection for indoor/outdoor mounting versatility 			
	III. INSTALLATION OF IP PHONES FOR IP PBX SYSTEM			
	A. Supply, Delivery, Installation, and Configuration of the following Materials:			
	1. Enterprise Back up Battery/UPS (up to 6 hours back up time) – 2 units			
	2. Digital Terminal Phone - 20 units			
	IV. RENOVATION OF SERVER ROOM			
	1. Finishing and paint works			
	2. Supply, Delivery, Installation of the following:			

	<ul style="list-style-type: none"> Split Type Air Conditioner (2.5 HP) – 2 units 			
	<ul style="list-style-type: none"> Electrical Circuits/Wiring/System 			
	V. SUPPLY AND INSTALLATION OF CLOSED CIRCUIT TELEVISION (CCTV)			
	A. Supply, Delivery, Installation, and Configuration of the following Materials:			
	1. CAT6 UTP Cable			
	VI. INSTALLATION AND ENGINEERING WORKS			
	1. Wall Chipping and other Engineering Works			
	2. Testing & Commissioning			
	3. Restoration of building damage due to construction, if any			
	4. Other Procedures necessary to complete the project			
	5. Labor			

Section VII. Technical Specifications

Technical Specifications

Item	Specification	Statement of Compliance
	<p align="center">PROCUREMENT AND IMPLEMENTATION OF K-12 PROGRAM(MITHI-ICT INFRASTRUCTURE)</p>	<p><i>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.</i></p>
	<ul style="list-style-type: none"> • Provide user friendly environment with efficient, less technical support and open to performance upgrade/future expansion and can accommodate efficiently all data transmission service to the workstations • Facilitate efficient communication • Provide high-speed network connectivity (Wireless and LAN) to Admin Building • Install IP Phones for the IP PBX System to provide efficient telephone switching system <p>QUALIFICATION REQUIREMENTS</p> <p>a.) The Bidder should have at least two (2) years experience in System Integration or in similar project. Must attach proof of experience.</p> <p>b.) Should have personnel who have valid licenses or certifications relevant for the implementation of the project, issued by authorized licensing or training agency/authority:</p> <ul style="list-style-type: none"> • A registered electrical engineer or; • Registered electronics/electronics and communication engineer; <p align="center">Shall sign on the "As Built" cabling plan.</p> <p align="center">Must attached certification.</p> <p>c.) Should have own equipment and tools to be used in the project.</p>	

	<p>Other documentary requirements to be submitted by bidder:</p> <ol style="list-style-type: none"> 1. List of professional or trained employees to implement the project and their licenses or certifications relevant for the implementation of the project, issued by authorized licensing or training agency/authority, i.e., licensed for registered electrical engineer or registered electronics/electronics and communication engineer. 2. Brochures or Technical Data Sheet or equivalent document for the following items/equipment showing compliance with the required Technical Specifications: <ul style="list-style-type: none"> • Ethernet Manage Switches with PoE • UTP Cable (CAT 6) • IP PBX Digital Terminal Phones • Access Points • Enterprise Back up Battery/Uninterruptable Power Supply Unit (up to 6 hours back up time) 3. Proposed cabling plan and design for Data outlets to the offices of Admin Building, Wi-Fi System, cabling for CCTV System, and IP PBX System, and implementation schedule for the Project covering the whole period. 4. Prospective Bidders are required to conduct site inspection and secure a certification from PSHS-ZRC. This is to ensure the reliability, security and efficiency of the required services that the contractor shall perform. 5. Timeframe should be specified for each activity to be done and shall include Gantt Chart Summary. 6. Documentation (for both components) <ul style="list-style-type: none"> • Final Cabling Plan as built plan for Wi-Fi System • Final Plan as built for Network/Structured Cabling • Final Plan as built for Electrical Layout of Server Room • Design CCTV Cabling System • Final Topology and Design as built for IP PBX System. 	
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	<p>Documents mentioned in “1” to “5” are to be submitted as part of the Technical Documents requirement.</p> <p>Documents mentioned in “6” shall be submitted upon completion of the project.</p> <p>The Contractor shall complete the delivery and installation of work within one hundred fifty (150) calendar days from the date of receipt of Notice to Proceed.</p> <p>The completion schedule provided shall be considered extended under the following:</p> <ol style="list-style-type: none"> 1. Delays caused by force majeure events; 2. In all cases, the period or number of days of extension shall be agreed upon with the PSHS-ZRC in writing; 3. Claims for time extension of the contract period due to force majeure shall be subject to approval by the PSHS-ZRC. Force majeure includes events such as Earthquake, Flood, Typhoon, Cyclone, Revolution, War and other cataclysmic phenomena of nature and misfortune which are beyond human prudence and foresight. 4. The Contractor shall guarantee that the entire structured cabling and networks are free from all defective workmanship and materials, and will remain so for the period of: <ul style="list-style-type: none"> • 3 Years of Product Warranty from the Cabling Manufacturer of the Product Offered for CAT 6 cable. • Minimum One (1) year warranty on workmanship. • 2 Years Warranty on the entire hardware products. <p>The Contractor shall provide warranty service within the warranty period. Provision of upgrades and patches to be installed free of charge during the warranty period. The contractor shall be responsible for all the cost related to the warranty period for hardware products.</p> <p>DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR</p> <p>Scope of Work and Activities</p> <ul style="list-style-type: none"> • The contractor shall furnish all labor, materials, tools and equipment, and perform all operations necessary to complete the supply, delivery, installation, testing and commissioning of Structured Cabling (integrated voice and data) and Network 	
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	<p>Switches, Electrical System of PSHS-ZRC Server Room, IP PBX System, and Wi-Fi System.</p> <ul style="list-style-type: none"> • The contractor must provide demonstration and training for IT Personnel for the Network Equipment (switches and access points), basic trouble shooting for the Structured Cabling, IP PBX operation. • The Contractor shall provide warranty service within the warranty period. Provision of upgrades and patches to be installed free of charge during the warranty period. • Bidder shall be responsible for all the cost related to the warranty period for hardware products. 	
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Location	Office	Data Outlet (Data)	Data Outlet (Voice)	
Ground Floor				
Admin Building	Conference Room	4		
	HR Office	4	1	
	Cashier and Accounting Office	6	2	
	Admin Aide Office	2		
	SAO/FAD Office	5	1	
	Admin Assistant Office	2	1	
	Supply Office	4	1	
	Registrar Office	5	1	
	DO Office	2	1	
	Union Office	3	1	
	Alumni Office	2	1	
	QM Office	3	1	
	COA Office	4	1	
TOTAL		46	12	
Second Floor				
Admin Building	Server Room	4	1	
	MIS Office	5	1	
	BAC Office	3	1	
	Printing Room	5		
	Technical Office	5	1	
	Mini Conference Room	4		
	Campus Director's Assistant Office	2	1	
	Campus Director's Office	4	1	
	Display Room	4		
	Record Office	2	1	
TOTAL		38	7	
Third Floor				
Admin Building	Conference Room	8		
TOTAL		8	0	
OVERALL TOTAL		92	12	
Scope of Work: Structured Cabling, Wi-Fi System, Cabling CCTV System, IP PBX System 1. Supply of materials, labor, delivery, installation, and configuration of Structured Cabling, Wi-Fi System, Cabling CCTV System, and IP PBX System.				
Structured Cabling/Cable Management System				

	<ul style="list-style-type: none"> • Shall install cable tray from ceiling to network racks to Admin Building (Server Room). • There should be a separate cable tray system for data cable and CCTV cables. • Should install data outlets (data and voice) as follows: <p>Wi-Fi System</p> <ul style="list-style-type: none"> • The contractor shall design and configure Wi-Fi system that can filter web contents and limits user access. • Configuration should include: • Creation of Users/Guests and Groups • Creation of vouchers for Users • Creation of Wi-Fi Scheduling • All Access Points must be in VLAN • Installation of Access Points should be in the ceiling. • Access points must be PoE (Power over Ethernet) type. • Must be compatible with the PSHS-ZRC installed network equipment. • Coordinate with the IT Personnel of PSHS-ZRC for labelling and placing of the Access Points. • Proper label after installation. 	
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- Should install cablings and access points as follows:

Location	Office	Access Point
Ground Floor		
Admin Building	Conference Room	1
	Cashier and Accounting Office	1
	SAO/FAD Office	1
	Supply Office	1
	Registrar Office	1
	QM Office	1
	Hallway (Center)	1
TOTAL		7
Second Floor		
	MIS Office	1
	Technical Office	1
	Campus Director's Office	1
	Record and Archive Room	1
	Hallway (Center)	1
TOTAL		5
Third Floor		
Admin Building	Conference Room	2
	Hallway (Center)	1
TOTAL		3
OVERALL TOTAL		15

CCTV System

- The contractor shall design a CCTV Cabling System for the Admin Building of PSHS-ZRC.
- Coordinate with the IT Personnel of PSHS-ZRC for labelling of cables.
- Proper label after installation.

Location	Office	Data (Network Cable)
Admin Building	Conference Room	1
	Stairs (Up)	2
	Registrar Office (Inside and Outside of Office)	2
	Cashier and Accounting Office (Inside and Outside of Office)	3
	Storage Room	3
	Entrance and Exit	2
	Side Exit (Hallway)	2
	Center Hallway	2
TOTAL		17
Admin Building	Side Exit (Hallway)	2
	Center Hallway	2
	Stairs (Up)	2

		Server Room	1	
		Stock Room	1	
		Storage Room	3	
		Records/Archives Room	3	
	TOTAL		14	
	Admin Building	Conference Room	4	
		Open Area	1	
		Hallway	2	
	TOTAL		7	
	OVERALL TOTAL		38	
	<p>IP PBX System</p> <ul style="list-style-type: none"> • Shall design and install IP PBX System for the Admin Building of PSHS-ZRC. • Coordinate with the IT Personnel of PSHS-ZRC for labelling and placing of the terminal phones. • Should have own address to every office. • Proper label after installation. <p>The IP Phones should be installed to offices as follows:</p>			
	Location	Office	IP Phone	
	Ground Floor			
	Admin Building	HR Office	1	
		Cashier and Accounting Office	2	
		SAO/FAD Office	1	
		Admin Assistant Office	1	
		Supply Office	1	
		Registrar Office	1	
		DO Office	1	
		Union Office	1	
		Alumni Office	1	
		QM Office	1	
		COA Office	1	
	TOTAL		12	
	Second Floor			
	Admin Building	Server Room	1	
		MIS Office	1	
		BAC Office	1	
		Technical Office	1	
		Campus Director's Assistant Office	1	
		Campus Director's Office	1	
		Record Office	1	
	TOTAL		8	
	OVERALL TOTAL		20	

	<ol style="list-style-type: none"> 1. Supplied equipment must be compatible with the PSHS-ZRC installed network equipment. 2. Conduct of site survey and provisions of appropriate site specifications for the supplied equipment. 3. Submission of the Bill of Materials for the project including software and hardware and its related network architecture. 4. Provision of the in-house wiring, including the Telco lines, from the cable entrance to the network rack where the routers and network switches are located. 5. Supply delivery and pulling of Category 6 UTP cable. 6. Supply, delivery and installation of metal support for Cable Gutter, PVC conduits and other consumables 7. Submission of Project Management Plan. 8. Provision of Technical Documentation. 9. Continuity Testing. 10. End to end Tagging and Labelling. 11. Coordinate with the Resident Engineers in PSHS-ZRC for the Engineering works. <p>A.2 Scope of Work: Renovation of Server Room</p> <ol style="list-style-type: none"> 1. Provision of Floor Plans, Electrical Plan and Working Drawings <ul style="list-style-type: none"> • The contractor shall submit a blue print of General Perspective that includes other working drawings such as Floor Plan, Equipment Arrangement, Electrical Computation design for review and evaluation if the existing electrical system will suffice. • Should have sufficient dedicated circuits for all equipment as needed for flexibility in the event a circuit fails. • All systems must be properly grounded. 2. Supply, delivery, installation, set-up and commissioning of the following equipment and materials: <ul style="list-style-type: none"> • Required Cables and other materials/accessories • Switches • Electrical Circuit Components which include but not limited to the following: <ul style="list-style-type: none"> ○ Circuit Breakers ○ Power Outlets 	
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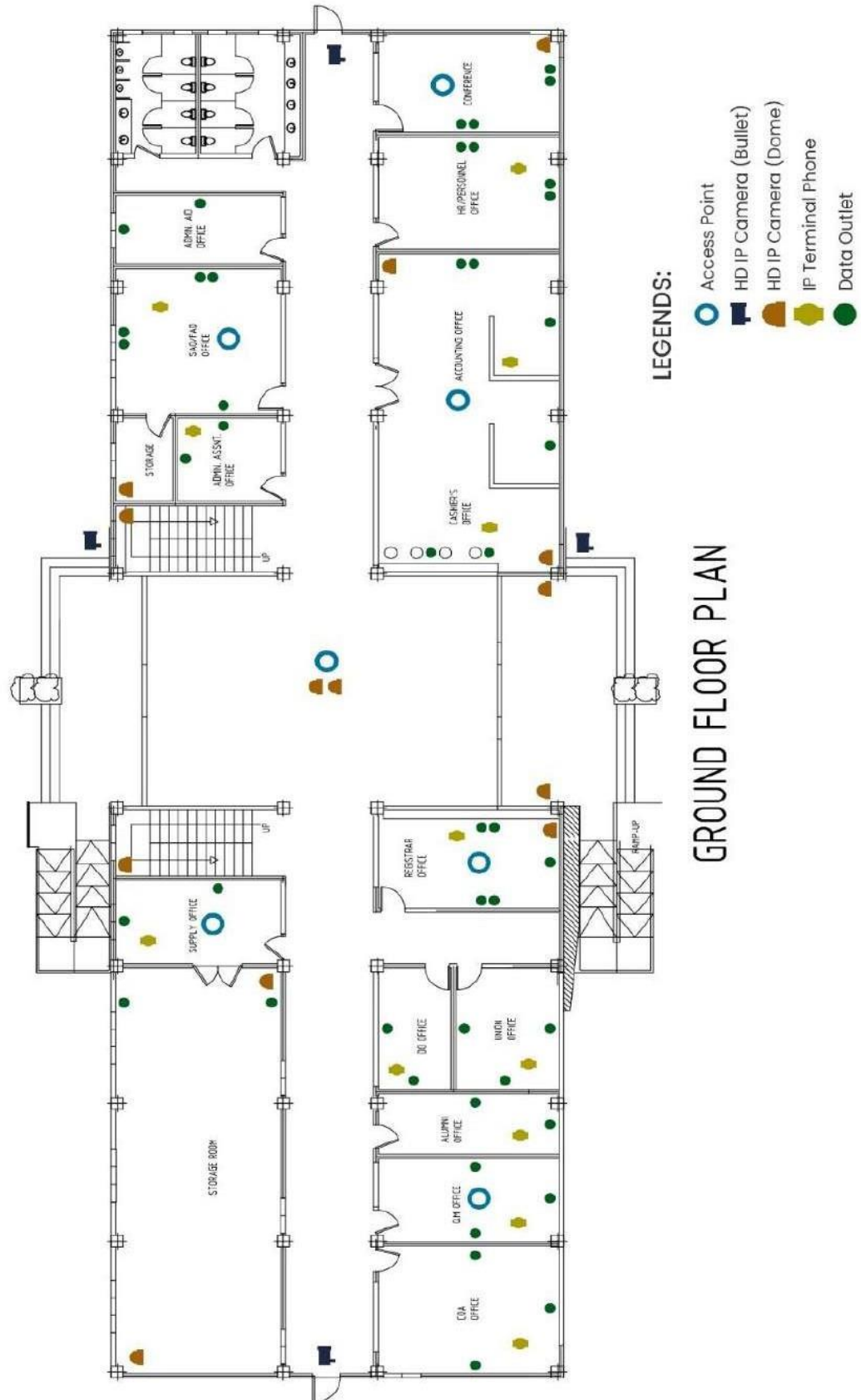
	<ul style="list-style-type: none"> ○ PVC Conduits ○ Other electrical components needed for the renovation <ul style="list-style-type: none"> • Split Type Air Conditioning Unit • UPS (Uninterruptable Power Supply) Unit <ul style="list-style-type: none"> ▪ Should provide maximum protection and power quality for mission-critical loads. ▪ Should be suitable for a wide range of applications including IT and the most demanding industrial environments. ▪ Should have a battery care system that consists of a series of functions designed to optimize battery management and achieve the best performance and operating life possible. ▪ Should be of maximum reliability and availability. <p>3. Carpentry/Masonry works</p> <ul style="list-style-type: none"> • Finishing and paint works <p>4. Cable Management</p> <ul style="list-style-type: none"> • Coordinate with the IT Personnel of PSHS-ZRC for labelling and placement of the nodes or endpoints of the cables. • Proper label and tagging of the network cables. <p>B. Pre-installation</p> <p>a.) Submit Work Plan within five (5) working days upon receipt of Notice to Proceed</p> <p>C. Installation</p> <p>a.) Supply, deliver and install the required components as specified in the Work Plan duly approved by PSHS-ZRC and with the following Technical Specifications of this TOS.</p> <p>b.) Coordinate with the Information Systems Analyst (ISA) / MIS Coordinator of the PSHS-ZRC regarding the scheduling of delivery and</p>	
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	<p>installation dates of all materials and ICT equipment to be used.</p> <p>c.) Implement all works indicated in the approved plans and designs. All revisions and deviations from the approved plans and designs, especially if it must impact the overall cost for the project, must be subject to the approval of PSHS-ZRC.</p> <p>d.) Properly groom, tag and terminate cables from end-to-end connection.</p> <p>e.) The contractor/supplier must prepare and submit the following:</p> <ul style="list-style-type: none"> • Equipment and Materials Delivery Schedule • Weekly Implementation Schedule • Weekly Progress Report • Final Acceptance Documentary Requirements <p>D. Post-Installation</p> <ul style="list-style-type: none"> • Restore damages to property caused by excavation, installation, maintenance and/or removal of cabling equipment and other procedures conducted by the contractor to accomplish the project. • The contractor will not restore damages from the ceiling where the cablings are embedded. • Conduct free training for IT personnel of PSHS-ZRC on the basic maintenance and operational requirements of structured cabling and the equipment. • Provide at least one (1) copy of the technical manual/documentation (English) in printed hard copy and electronic (soft copy) formats. The documents include Cabling and equipment installation, operation, configuration and testing. • Render support services to PSHS-ZRC within the warranty period as follow: <ul style="list-style-type: none"> (a) Technical support will be provided through phone calls or email within regular working hours from Monday to Friday, 8:00AM to 5:00PM 	
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	<p>(b) If the supplied equipment is found defective and need to be pulled-out, the contractor shall provide replacement with the same or higher specifications.</p> <p>(c) Rectify and or/replace any part that fail to pass any test/inspection or make alteration necessary to meet the specification.</p> <p>(d) Responsible and accountable for any restore caused solely by the Contractor or its agent to the PSHS-ZRC Building as a direct result of the installation maintenance, and removal of any cabling components and devices.</p>	
ITEM NO.	DESCRIPTION	QUANTITY/ UNIT
1	PROCUREMENT AND IMPLEMENTATION OF K-12 PROGRAM (MITHI-ICT INFRASTRUCTURE)	LOT
	I. STRUCTURED CABLING A. Supply, Delivery, Installation of the following Materials: <ol style="list-style-type: none"> 1. Unshielded Twisted Pair (UTP) CAT-6 cables 2. Patch Cord – 200pcs 3. CAT -6 RJ45 connector - 200 pcs 4. Rubber boots for CAT-6 connectors - 200 pcs 5. Information Outlet (CAT-6) - 170 pcs 6. Face Plates - 170 pcs 7. 48-port POE Manage Switch - 3 units (for the data) 8. 24-port Patch panel - 8 units 9. Cable manager 2RU - 8 units 10. PVC pipes 11. Plastic moldings 	
	II. INSTALLATION OF ACCESS POINTS A. Supply, Delivery, Installation, and Configuration of the following Materials: <ol style="list-style-type: none"> 1. Indoor Access Point - 15 units <ul style="list-style-type: none"> • Indoor Access Point Long Range Wi-Fi6 • High-efficiency 4x4 Wi-Fi 6 (802.11ax) 	

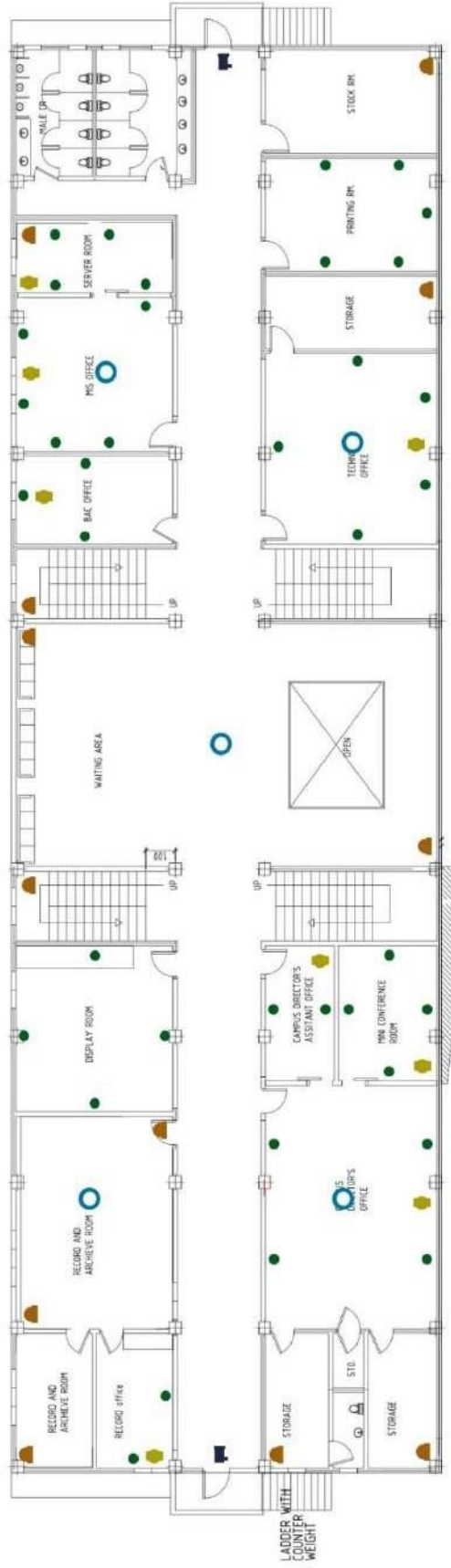
		<ul style="list-style-type: none"> • 5GHz band (4x4 MU-MIMO and OFDMA) with 2.4 Gbps throughput rate • 2.4GHz band (4x4 MIMO) with 600 Mbps throughput rate • Powered by 802.3at PoE • IP54-rated water and dust protection for indoor/outdoor mounting versatility 		
		III. INSTALLATION OF IP PHONES FOR IP PBX SYSTEM		
		A. Supply, Delivery, Installation, and Configuration of the following Materials:		
		1. Enterprise Back up Battery/UPS (up to 6 hours back up time) – 2 units		
		2. Digital Terminal Phone - 20 units		
		IV. RENOVATION OF SERVER ROOM		
		1. Finishing and paint works		
		2. Supply, Delivery, Installation of the following:		
		<ul style="list-style-type: none"> • Split Type Air Conditioner (2.5 HP) – 2 units • Electrical Circuits/Wiring/System 		
		V. SUPPLY AND INSTALLATION OF CABLE FOR CLOSED CIRCUIT TELEVISION (CCTV Cabling)		
		A. Supply, Delivery, Installation of the following Materials:		
		1. CAT6 UTP Cable		
		VI. INSTALLATION AND ENGINEERING WORKS		
		1. Wall Chipping and other Engineering Works		
		2. Testing & Commissioning		
		3. Restoration of building damage due to construction, if any		
		4. Other Procedures necessary to complete the project		
		5. Labor		

Proposed Data, Voice, CCTV, and Wi-Fi Installation



GROUND FLOOR PLAN

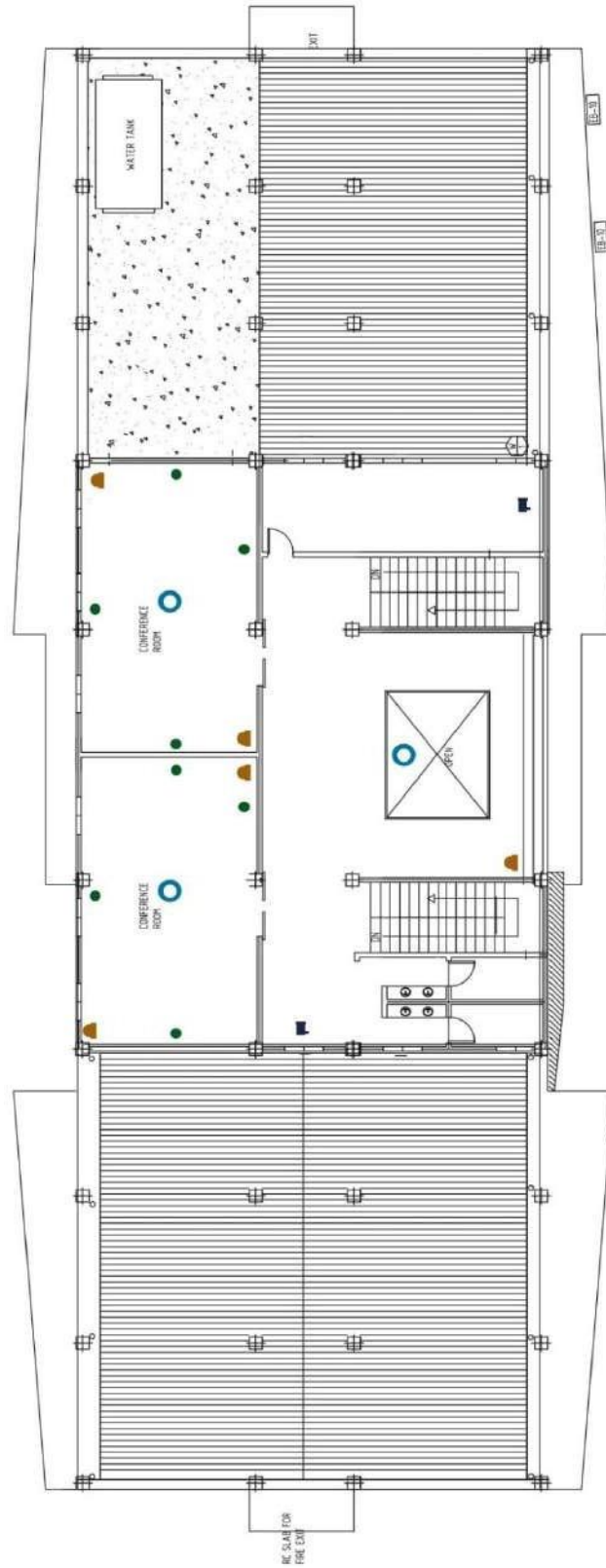
LEGENDS:



SECOND FLOOR PLAN

LEGENDS:

- Access Point
- HD IP Camera (Bullet)
- HD IP Camera (Dome)
- IP Terminal Phone
- Data Outlet



THIRD FLOOR PLAN

LEGENDS:

-  Access Point
-  HD IP Camera (Bullet)
-  HD IP Camera (Dome)
-  IP Terminal Phone
-  Data Outlet

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.

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.

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).

Bid Form**BID FORM**

Date : _____

Project Identification No. : _____

To: ***Bids and Awards Committee (BAC)***
PSHS-ZRC
Cogon, Dipolog City

Gentlemen and/or Ladies:

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

If our Bid is accepted, we undertake:

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

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

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

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

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

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

Name: _____

Legal capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Date: _____

Price Schedule for Goods Offered from Abroad

For Goods Offered from Abroad

Name of Bidder _____ Project ID No. _____ Page ____ of ____

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

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Price Schedule for Goods Offered from Within the Philippines

For Goods Offered from Within the Philippines

Name of Bidder _____ Project ID No. _____ Page _____ of _____

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

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Omnibus Sworn Statement (Revised)
[shall be submitted with the Bid]

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

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

1. [Select one, delete the other:]

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

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

2. [Select one, delete the other:]

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

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

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**
4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. [Select one, delete the rest:]

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

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

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

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

Statement of Single Largest Completed Contract Similar to the Contract to be Bid

This is to certify that _____ (company) _____ has the following completed contracts for the period CY _____.

Name of Contract	. Date of the Contract . Date Started . Date of Completion	. Owner's Name . Address . Telephone Nos.	Kinds of Goods Sold	Amount of Completed Contracts	Date of Delivery	End-user's Acceptance/ Official Receipt/Sales Invoice issued

Name and Signature of Authorized Representative

Date

Annex "E"

**STATEMENT OF ALL ONGOING GOVERNMENT & PRIVATE CONTRACTS INCLUDING
CONTRACTS AWARDED BUT NOT YET STARTED, IF ANY, WHETHER SIMILAR OR NOT IN
NATURE AND COMPLEXITY TO THE CONTRACT TO BE BID**

Business Name : _____
Business Address : _____

Name of Contract/ Project Cost	Owner's Name Address Telephone Nos.	Nature of Work	Bidder's Role		Date Awarded Date Started Date of Completion	% of Accomplishme nt		Value of Outstanding Works / Undelivered Portion
			Description	%		Planned	Actual	
<u>Government</u>								
<u>Private</u>								
						Total Cost		

Note: This statement shall be supported with:

1. Notice of Award and/or Contract
2. Notice to Proceed issued by the owner
3. Certificate of Accomplishments signed by the owner or authorized representative

Submitted by : _____
(Printed Name & Signature)
Designation : _____
Date : _____

JOINT VENTURE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This **JOINT VENTURE AGREEMENT** (hereinafter referred to as the "Agreement"), entered into this ____ day of ____ 20__ at _____ City, Philippines by and among:

____. a domestic corporation duly organized, registered and existing under and by virtue of the laws of the Republic of the Philippines, with office address at _____, represented by its _____, hereinafter referred to as "____";
- and -

____. a domestic corporation duly organized, registered and existing under and by virtue of the laws of the Republic of the Philippines, with office address at _____, represented by its _____, hereinafter referred to as "____";
- and -

____ a foreign corporation organized and existing under and by virtue of the laws of _____, represented by its _____, hereinafter referred to as "____";

(Henceforth collectively referred to as the "**Parties**")

WITNESSETH: That

WHEREAS, the PSHS-ZRC has recently published an Invitation to Apply for Eligibility and to Bid for the _____;

WHEREAS, the parties have agreed to pool their resources together to form the " _____ Joint Venture", hereinafter referred to as the Joint Venture, under the laws of the Philippines, for the purpose of participating in the abovementioned procurement of PSHS-ZRC;

NOW, THEREFORE, for and in consideration of the foregoing premises and the covenants hereto set forth, the Parties have agreed as follows:

ARTICLE I ORGANIZATION OF THE JOINT VENTURE

SECTION 1. Formation – The Parties do hereby agree and bind themselves to establish, form and organize a Joint Venture pursuant to the laws of the Republic of the Philippines, in order for the JV to carry on the purposes and objectives for which it is created;

SECTION 2. Name – The name and style under which the JV shall be conducted is " ____";

SECTION 3. Principal Place of Business – The JV shall maintain its principal place of business at _____;

SECTION 4. Preparation and Documentation – The Parties shall secure and/or execute such certifications, documents, deeds and instruments as may be required by the laws of the Republic of the Philippines for the realization of the JV and in compliance with the Project. Further, they shall do all other acts and things requisite for the continuation of the JV pursuant to applicable laws;

SECTION 5. The Joint Venture shall be represented by the _____ in all biddings, related procurement transactions and other official dealings that it shall enter into with the PSHS-ZRC and third parties, such

transactions to include, among others, the submission of eligibility documents, bids, registration documents obtaining bonds, performing the principal contract in the event that the contract is awarded in favor of the Joint Venture, receipt of payment for goods delivered, and similar and related activities.

SECTION 6. The period of the Joint Venture shall begin upon execution of this Agreement and shall continue until the complete performance of its contractual obligations to PSHS-ZRC, as described in Article II hereof, or upon its termination for material breach of any term or condition of this Agreement, by service of a written statement in English on the other Party, not less than 90 days prior to the intended date of termination

ARTICLE II PURPOSE

SECTION 1. The primary purpose of the Joint Venture is to participate in the public bidding to be conducted by the PSHS-ZRC Bids and Awards Committee for the supply and delivery of _____ for the _____.

SECTION 2. If the above-described contract/s is/are awarded to the Joint Venture, the Joint Venture shall undertake the performance thereof to PSHS-ZRC, and such other incidental activities necessary for the completion of its contractual obligations.

ARTICLE III SOLIDARY LIABILITY OF THE PARTIES

SECTION 1. In the performance of the contract/s that may be awarded to the Joint Venture by the PSHS-ZRC, and all other related activities/obligations, as described in Article II hereof, the Parties bind themselves jointly and solidarily, in the concept of solidarily debtors, subject to the right of reimbursement, as provided in the relevant provisions of the Civil Code of the Philippines.

ARTICLE IV CONTRIBUTION AND OTHER ARRANGEMENTS

SECTION 1. Contribution – The Parties shall contribute the amount of _____(Php) to support the financial requirements of the Joint Venture, in the following proportion:

A.	-	P	.00
B.	-	P	_____ .00
TOTAL		P	.00

Additional contributions to the Joint Venture shall be made as may be required for contract implementation. In addition, shall contribute any labor and contract management requirements.

SECTION 2. Profit Sharing – The share of the Parties to the JV from any profit derived or obtained from the implementation and execution of the Project shall be distributed pro rata to each, in accordance with the contribution and resources each has provided to the JV;

SECTION 3. Liquidation and Distributions – Any sum remaining after deducting from the total of all moneys or benefits received for the performance of the contract, all costs incurred by the JV after award of the contract for the Project pursuant to the accounting practices established for the JV, shall be distributed in accordance with the relative balances in the accounts of each Party pursuant to Sec.1 of this Article upon completion, final accounting, termination and liquidation of the JV. In the event of liquidation and termination of JV, and after taking into account the shares of the Parties in all income, gain, deductions, expenses, and losses, should the account of a Party contain a negative balance, such Party shall contribute cash to the JV sufficient to restore the said balance to zero;

SECTION 4. Sharing of Burden of a Net Loss – In case a net loss is incurred, additional contributions shall be made by the Parties in accordance with their respective shares.

ARTICLE V

MISCELLANEOUS PROVISIONS

SECTION 1. The provisions of the Instructions to Bidders, Supplemental Bid Bulletin, and other bidding documents issued by the PSHS-ZRC in relation to the contract described in Article II hereof, shall be deemed incorporated in this Agreement and made an integral part thereof.

SECTION 2. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

Parties and their respective successors and assigns.

SECTION 3. The Parties herein are duly represented by their authorized officers.

SECTION 4. Governing Law - This Agreement shall be governed by and construed according to the laws of the Republic of the Philippines. Venue of any court action arising from this Agreement shall be exclusively laid before the proper court of the_____, Philippines.

IN WITNESS WHEREOF, the parties have set their hands and affixed their signatures on the date and place first above-stated.

Signed in the Presence of:

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES _____) CITY/MUNICIPALITY OF _____) S.S.
PROVINCE OF (in the case of Municipality)

personally appeared

Name ID Name, Number and Validity Date

Known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledge to me that the same is their free and voluntary act and deed and that of the corporation(s) they represent.

This instrument refers to a Joint Venture Agreement consisting of _____ pages, including the page on which this Acknowledgement is written, and signed by the parties and their instrumental witnesses.

WITNESS MY HAND AND NOTARIAL SEAL on the place and on the date first above written.

NAME OF NOTARY PUBLIC

Serial No. of Commission _____ Notary Public for _____ until _____ Roll of Attorneys No.

PTRNo., [date issued],[place issued]

IBPNo., [date issued],[place issued]

Doc. No. Page No. Book No. Series of _

Note:

The identification card shall be at least one of those acceptable proofs of identity as identified under the provisions of the 2004 Rules on Notarial Practice.

"Sec. 12. Competent Evidence of Identity – The phrase "competent evidence of identity" refers to the identification of an individual based on:

At least one current identification document issued by an official agency bearing the photograph and signature of the individual, such as but not limited to, passport, driver's license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter's ID, Barangay certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman's book, alien certificate of registration/immigrant certificate of registration, government office ID, certification from the National Council for the Welfare of Disabled Persons (NCWDP), Department of Social Welfare and Development (DSWD) certification.

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

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

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

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

I/We, the undersigned, declare that:

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]

Affiant

[Jurat]

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

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

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

PERFORMANCE SECURING DECLARATION

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

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
 - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
 - i. Procuring Entity has no claims filed against the contract awardee;
 - ii. It has no claims for labor and materials filed against the contractor; and
 - iii. Other terms of the contract; or
 - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

Contract Agreement Form for the Procurement of Goods (Revised)
[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]

CONTRACT AGREEMENT

THIS AGREEMENT made 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]

[Insert Signatory's Legal Capacity]

for:

for:

[Insert Procuring Entity]

[Insert Name of Supplier]

Acknowledgment

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

