

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Procurement of GOODS

Government of the Republic of the Philippines

Sixth Edition

July 2020

Preface

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

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

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

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

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

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

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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 – BangkoSentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB –Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid

Notes on the Invitation to Bid

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria (*e.g.*, the application of a margin of preference in bid evaluation).

The IB should be incorporated in the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.

REPUBLIC OF THE PHILIPPINES
MUNICIPALITY OF MARIVELES
MARIVELES, BATAAN

INVITATION TO BID FOR
REHABILITATION OF COMMAND CENTER
COMPONENTS

1. The *LGU-Mariveles*, through the *Budget of the Contract Approved by the Sanggunian of 2022 intends* to apply the sum of *Four Million Pesos (Php4,000,000.00)* being the ABC to payments under the contract for *Rehabilitation of Command Center Components*. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *LGU-Mariveles* now invites bids for the above Procurement Project. Delivery and execution of the works are required to be completed within *60 calendar days upon receipt of the Notice to Proceed*. Bidders should have completed, within *5 years* from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

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

4. Prospective Bidders may obtain further information from *Secretariat Office/Procurement Unit, Municipal Hall Compound Mariveles, Bataan* and inspect the Bidding Documents at the address given below during *8: 00a.m-5:00p.m., Monday to Friday*.
5. A complete set of Bidding Documents may be acquired by interested Bidders on September 8, 2022 until 10:00a.m. of September 27, 2022 from the given address and website(s) below and *upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Five Thousand Pesos (Php5,000.00)*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees presented in person, by facsimile, or through electronic means.

6. The ***LGU-Mariveles*** will hold a Pre-Bid Conference¹ on ***September 15, 2022, 10:00am*** at ***Municipal Conference Room, Municipal Hall Compound Mariveles, Bataan.***
7. Bids must be duly received by the BAC Secretariat through (i) manual submission at the office address indicated below, on or before ***12nn of September 27, 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 ***September 27, 2022, 2:00p.m.,*** at the ***Municipal Conference Room, Municipal Hall Compound.*** Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The ***LGU-Mariveles*** 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:

Secretariat Office/Procurement Unit
LGU – Mariveles
Municipal Hall Compound
Poblacion Mariveles, Bataan
Tel. No. (047) 935-4620
Email address: lgu_bacmariveles@yahoo.com.ph
12. You may visit the website for downloading the bidding documents:

www.mariveles.bataan.gov.ph

Engr. Chito L. Riego de Dios
BAC, Chairperson

¹ May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a Pre-Bid Conference.

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

1. Scope of Bid

The Procuring Entity, *LGU-Mariveles* wishes to receive Bids for the *Rehabilitation of Command Center Components*, with identification number *G2022-09-002*.

The Procurement Project (referred to herein as “Project”) is composed of *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 the year 2022 in the amount of *Four Million Pesos (Php4,000,000.00)*.

2.2. The source of funding is:

c. LGUs, the Annual or Supplemental Budget, as approved by the Sanggunian.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

- 5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
- i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
 - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - iii. When the Goods sought to be procured are not available from local suppliers; or
 - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
- a. For the procurement of Non-Expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
 - b. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.
 - c. 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 following requirements:
 - i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least ***fifty percent (50%) in the case of non-expendable supplies and services or twenty-five percent (25%) in the case of expendable supplies*** of the ABC for this Project; and
 - ii. 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 Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that: 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 **5 years** prior to the deadline for the submission and receipt of bids.

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

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

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

13. Bid and Payment Currencies

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing 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 *One Hundred Twenty (120) calendar days from the date of opening of bids, unless duly extended by the bidder upon the request of the head of the Procuring Entity (HOPE) of the Quezon City Local Government*. 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 three copies of the first and second components of its Bid.

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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.

- 17.1. 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. *****N/A*****

- 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:

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

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

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

- a. Information that specifies and complements provisions of the ITB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. A single contract similar to the item to be bid and must be at least fifty percent (50%) of the ABC. b. completed within 5 years prior to the deadline for the submission and receipt of bids.
7.1	<i>Subcontracting is not allowed.</i>
12	The price of the Goods shall be quoted DDP [<i>Municipality of Mariveles</i>] 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 Php80,000.00(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 Php200,000.00(5%) of ABC if bid security is in Surety Bond.
19.3	<i>The project will be awarded by lot.</i>
20.2	<i>N/A</i>
21.2	- <i>N/A</i>

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract.

1. **Scope of Contract**

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

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

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

2. **Advance Payment and Terms of Payment**

2.1. Advance payment of the contract amount is provided under Annex “D” of the revised 2016 IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. **Performance Security**

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

4. **Inspection and Tests**

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

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

5. Warranty

- 6.1. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 6.2. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

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

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

Special Conditions of Contract

GCC Clause	
1	<p><i>[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]</i></p> <p>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 within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered in Mariveles, Bataan. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <i>Atty. Ace Jello C. Concepcion</i>.</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> <ul style="list-style-type: none"> - performance or supervision of on-site assembly and/or start-up of the supplied Goods; - furnishing of tools required for assembly and/or maintenance of the supplied Goods; - furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; - <i>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</i> - training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or

	<p>repair of the supplied Goods.</p>
	<p>The Contract price for the Goods shall include the prices charge 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><i>Select appropriate requirements and delete the rest.</i></p> <ul style="list-style-type: none"> a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and b. in the event of termination of production of the spare parts: <ul style="list-style-type: none"> i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested. <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 of 3 months.</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within 3 months of placing the order.</p> <p>Packaging – ***n/a***</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	<i>[If partial payment is allowed, state]</i> “The terms of payment shall be as follows: (indicated in payment terms under technical specifications)
4	The inspections and tests that will be conducted are: <i>(indicated in technical specifications)</i>

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	Rehabilitation of Command Center Components	1 lot	Php 4,000,000.00	60 calendar days
	nothing follows			

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying their Bids. In the context of Competitive Bidding, the specifications (e.g. production/delivery schedule, manpower requirements, and after-sales service/parts, descriptions of the lots or items) must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of transparency, equity, efficiency, fairness, and economy in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words “*or at least equivalent.*” References to brand names cannot be used when the funding source is the GOP.

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.

Technical Specifications

Item	Specification	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>
	<p>PART 1 – GENERAL REQUIREMENTS</p> <p>A. <u>GENERAL DESCRIPTIONS</u></p> <p>1. The Contractor shall supply, deliver, repair and rehabilitate the Mariveles Command Center Components, as shown on the project plans and drawings, with reference to all provisions included in these terms of reference.</p> <p>2. All materials and equipment to be supplied shall be new.</p> <p>3. The product to be offered shall be with utmost integrity and does not have any outstanding security issues from any foreign and local Institutions.</p> <p>B. <u>SCOPE OF WORKS</u></p> <p>1. Technical inspection of LGU Mariveles stipulated in the TOR and present recommended solutions on the integration of the equipment.</p> <p>2. Supply, installation, testing, repair and rehabilitation of CCTVs with</p>	

Video Management System and analytics.

3. The Contractor may use the existing conduits in some critical areas where access is limited during the implementation, provided that all the accessories needed for its operation shall be on their account. However, quality check and test should be done for existing conduits to ensure that it is good working condition with no apparent technical issues (i.e breaks, physical distortion, etc) prior to reuse. One used, the conduits shall be included to the lists of items under the warranty.

4. The Video Management System shall be subjected to Vulnerability Assessment and Penetration Testing (VAPT). Remediation of critical VAPT findings prior to the Go Live shall be the remediation within six (6) months after the Go Live date.

5. The Contractor must submit a Technical Feasibility Study to LGU Mariveles showing the following data:

- Current state of Mariveles Command Center Fiber Optic line
- Severity of damage
- Inventory of serviceable equipment
- Vulnerability and recommendation

C. SUBMITTALS (To be submitted during the implementation)

1. Project Schedule/ Timeline

The contractor shall be submit to LGU Mariveles a Project Schedule that will show timetable of the project from start to finish. The schedule will be submitted in the form of Gantt chart. The Contractor shall also include schedule tracking, to check the progress of the project, The schedule shall be submitted to LGU Mariveles for review and approval.

2. Installation Methodology

The Contractor shall submit a written description of the installation and installation manual guide usually provide^{3d} by the manufacturer of various equipment included in the scope of work. It must also describe the procedure on how to incorporate the existing IP CCTV system to the proposed project with minimum effect on the operation of the LGU.

3. Manpower Schedule

The contractor shall submit a complete list of manpower that will be involved in the project. All the personnel will be processed and must complete the requirement for securing a Non-LGU Mariveles ID to work inside LGU Mariveles Facility. The Schedule shall be submitted to LGU Mariveles for review and approval.

4. Drawings / Plans / Diagrams

The contractor shall submit drawings, plans and diagrams regarding all the technical the technical aspects of the project, such as but not limited to the following: single-line diagram, block diagram, schematic diagram, shop drawings, electrical plans, floor plans, location plans, and as-built plans. These drawings shall show the types, sizes accessories, elevations, sectional views, interconnections, and installation details of all equipment within the system.

The drawing shall also indicate adequate clearance for operation, maintenance and replacement of operating equipment and/ or devices. If any equipment is disapproved, the drawings shall be revised to show acceptable equipment and shall be resubmitted.

5. Operation and Maintenance Manual

Two (2) hard copies and one (1) soft copy in USB storage device for each of the operation and maintenance manuals shall be delivered within five (5) days after completing the installation test. Each manual's contents shall be identified on the cover. The manuals shall have table of contents and labeled sections. The final copies delivered after completion of the installation test shall include all modifications made during installation, checkout, and acceptance. The manuals shall also contain the following:

A. Functional Design Manual

The functional design manual shall identify the operational requirements for the system and explain on how to apply this to the operation, design philosophy and specific functions. A description of hardware and software functions, interfaces and requirements shall be included for all the operating modes of the system.

B. Operator's Manual

The Operator's Manual shall fully explain all procedures and instructions for the operation of the system including but not limited to:

- Computers and peripherals
- System start up and shut down procedures
- Use of system, command, and applications software
- Recovery and restart procedures
- Graphic alarm presentation
- Use of report generator and generation of reports
- Data entry
- Operator commands
- Alarm messages and reprinting formats
- System access requirements
- Archiving

C. Maintenance Manual

The maintenance manual shall include descriptions of maintenance for all equipment including inspection, periodic preventive maintenance, fault diagnosis

and repair or replacement of defective components. Parts and components data / numbers must be reflected in the manual.

The manual must have a troubleshooting guide for different kinds of troubles / problems. It must be concise and shall be in an industry – standard format.

6. As - built Plans

The contractor shall submit three (3) copies as-built plans after completion of all its work. All the modifications done by the Contractor shall be reflected on the plans.

7. Memorandum of Agreement

The Contractor shall secure the necessary document such as Memorandum of Agreement from various internet companies, telco and the likes in which their poles and posts can be used in installing the CCTV cameras and equipment as needed.

D. INSPECTION

LGU Mariveles representatives will inspect all components due for implementation to validate the products offered as against to the delivered materials. Any products found to be not in order will be returned and installation thereof will be halted. Returned products shall be replaced immediately by the contractor which will again be subject to inspection, testing and acceptance by LGU Mariveles.

Note: No Installation of materials, equipment, wirings and conduits shall commence without any approval from LGU Mariveles.

E. COMPLETION PERIOD

Supply, delivery, installation and commissioning of the project shall be within **Sixty (60) calendar days** reckoned from the date stipulated in the Notice to Proceed to be issued by the Bids and Award Committee.

F. OTHER PROVISIONS

The contractor shall coordinate with LGU Mariveles or its authorized representative regarding the storage of materials, entry permits, security requirements and other things that are needed in the project implementation.

G. TESTING AND COMMISSIONING

The contractor shall submit detailed test procedures and schedules to LGU Mariveles representative for validation and acceptance. The test procedures shall be comprehensive and shall demonstrate equipment compliance with all the requirements stated in LGU Mariveles Specifications.

Commissioning of the system shall be carried out after the system has been fully

installed and tested. No commissioning shall commence without prior approval of LGU Mariveles.

LGU Mariveles representative shall be present during testing and commissioning of the system for validation and acceptance purposes.

H. WARRANTY PERIOD

The Contractor shall repair, correct, or replace any defect of any nature that may occur for a period of **one (1) year** from the date of issuance of the Certificate of Acceptance. To this end, the Contractor shall attend to the fault reported, within the time prescribed in the Section on SLAs. The warranty covers labor, parts and services.

The Contractor shall have in operation a system whereby all services being done are recorded on a form / log sheet / and service report; a copy of which will be left on site. The form / log sheet and service report shall record the date and time of the fault being reported, the nature of the reported fault, the date and time of the visit, the actual fault together with the actions or work carried out and the personnel who performed the work. This shall be validated, checked, and accepted by LGU-Mariveles representative/s to the project.

The Contractor shall maintain the specified number of service units with similar specifications during the warranty period for the following components of the system:

Item	Description	Qty.	Unit	Unit Price	Amount
A.	Command Center Equipment				
	55" Industrial Videowall Monitor 3.5mm Bessel to Bessel	1	set	250,000.00	250,000.00
	IP Phone Server > Base Users / Max Users - 50 > Max Concurrent Calls - 25 > Bax / Max Call Center Agents - 50 > Max FXS Ports - 8 > Max FXO/BRI Ports > Max GSM/3G/4G Ports - 4 > Expandable D30 - 0	1	pc	145,700.00	145,700.00
B.	Replacement of CCTV Cameras and Equipment				
	IP Bullet Camera - 4MP Vari-focal Warm LED Bullet 4MP 1/1.8" CMOS image sensor, low illuminance, high image definition. Focal Length - 2.7 mm-12 mm low illuminance, high image definition. · Outputs max. 4MP (2688 × 1520) @30 fps. · Built-in warm illuminator, and the max. illumination distance is 70 m. · ROI, SMART H.264+/H.265+, flexible coding, applicable to various bandwidth and storage environments. · Rotation mode, WDR, 3D NR, HLC, BLC, digital watermarking, applicable to	11	unit	42,500.00	467,500.00

		various monitoring scenes. · Alarm: 1 in, 1 out; audio: 1 in, 1 out; supports max. 256 G Micro SD card, built-in Mic and speaker. · 12V DC/PoE power supply. · ePoE, IP67 protection. Full-colored.				
		IP PTZ Camera - 4Megapixel CMOS · Powerful 30x optical zoom · H.265 Encoding · Max. 25/30fps@4M/3M, 25/30/50/60fps@1080P · Auto-tracking and IVS · Support PoE+ · IR distance up to 150m · IP66	2	unit	72,300.00	144,600.00
		PTZ Power Supply	3	pcs	8,400.00	25,200.00
		CCTV camera Control Box - HWD :600*500*180mm (Heavy Duty-Powder Coated) Outdoor	10	pcs	18,500.00	185,000.00
		Fiber Optic Transceiver - SFP Module (BIDI LC) Pair 20KM	20	pairs	6,500.00	130,000.00
		4port POE Switch 2 slot SFP (Industrial)	20	unit	9,500.00	190,000.00
		Fiber optic figure 8 cable, multi-tube (6core per tube, APL, SM9/125, PE)	4000	meter	335.00	1,340,000.00
		Pigtail SC 1m	100	pcs	150.00	15,000.00
		SC-SC fiber patchcord 3m	100	pcs	350.00	35,000.00
		2 in 2 out fiber optic dome enclosure	4	pcs	6,500.00	26,000.00
		12 Port SFP Switch (Manageable)	1	pcs	85,400.00	85,400.00
C.	Others					
		UTP CAT5e - Outdoor type (pure copper)	6	bxs.	9,800.00	58,800.00
		UTP CAT5e - Indoor type (pure copper)	1	bxs.	7,500.00	7,500.00
		RJ45 Connector with Rubber Boots	2	bxs.	1,500.00	3,000.00
		THHN 2.0 mm²	2	bxs.	5,250.00	10,500.00
D	Engineering Services					
		Site implementation and services, I power tapping, Installing of cctv and boxes, Fiber Splicing including spooling and System Configuration/Reconfiguration and Maintenance	1	lot	850,000.00	850,000.00
E	Mobilization / Demobilization		1	lot	30,800.00	30,800.00
		TOTAL PROJECT COST VAT Inc				4,000,000.00

nothing follows

Should there be any irreparable defect/s in the supplied equipment within the warranty period the Contractor shall replace the equipment with no additional cost to LGU Mariveles.

I. PAYMENTS TERMS

Invoicing / Payments shall be following the milestones below:

Milestone	Documentation	% of Contract Value
Submittal of Implementation Plans and partial installation of electrical material and conduits on size.	> Certification for the Conduct and Completion of the project Kick-off including approval by the LGU MARIVELES on the Project Charter and Planning documents such as: > Project Gantt Chart and Schedule > Work Breakdown Structure (WBS) > Delivery receipts for the electrical materials and conduits > Inspection Report	10%
Delivery onsite of all equipment stipulated in the Bill of Quantities	> Delivery receipt duly signed and acknowledged by General Services Office as proof of delivery and inspection by LGU Mariveles	50%
Commissioning, installation, testing and acceptance of all equipment	Certificate of Acceptance that all equipment were commissioned and tested by the LGU Mariveles	20%
Integration, turn-over and acceptance	Certificate of Completion and Acceptance that all the CCTV systems are integrated, turned over and fully accepted.	15%
Warranty Completion	Certificate Satisfactory Performance for the duration of warranty period	5%

COVID 19 – Provisions

- a. The Contractor shall ensure that all of its developed employees are fully vaccinated with any recommended COVID-19 vaccines. Copy of the valid vaccination card shall be submitted to LGU MARIVELES prior to start of the implementations.
- b. All Personnel shall submit rapid RT PCR swab Test results, prior to deployment
- c. The contractor shall ensure that these employees are fit to work and not showing symptoms or infected with the COVID- 19 virus. Infected personnel shall be immediately isolated and not be allowed to report for work. The contractor also mandated to comply with the Department of Health (DOH) and other government agency protocols in the management of the Health and Safety of its deployed worker.

d. The Contractor shall ensure that all personnel to be deployed shall strictly observe precautionary measure implemented by LGU Mariveles to keep the workplace free, and to prevent the transmission of COVID-19 e.g. physical distancing, frequent hand washing, wearing of face masks and temperature checks at entry points, and such other measures that will be issued by LGU Mariveles.

e. The Contractor shall supply the necessary personal protective equipment (PPE) and related supplies for all its personnel, such as face masks, in connection with the performance of their duties.

f. Any infraction committed by the personnel against such measures shall be a ground for LGU Mariveles to request for replacement and/or terminate the deployment of said personnel.

g. All expenses relative to this provision shall be shouldered by the contractor.

PART - 2 PRODUCT TECHNICAL SPECIFICATION

A. SYSTEM REQUIREMENTS

1. The specifications for the equipment are the minimum requirements of LGU Mariveles.
2. The equipment to be supplied shall have replacement parts available for at least five (5) years. Discontinued product lines shall not be accepted.
3. The system shall have an open application integration ready via various integration protocols such as Application Programming Interface (APIs); Software Development Kits (SDKs): HTTPS, Kafka (data feeds / streaming) REST/ Representational State Transfer (for web services); MQTT/ MQ Telemetry Transport (messaging); WebRTC (for browsers and mobile apps); Microservices; IoT brokers for sensors and devices, plus other open source integration technologies.

B. PERFORMANCE AND TECHNICAL SPECIFICATIONS

1. NETWORK INFRASTRUCTURES

a. 12-port SFP Managed PoE Switch

1. Supports 8*10/100/1000Tx IEEE 802.3at/af Compliant with 30W/Port + 2*10/100/1000Tx, and 2*100/1000Fx SFP Fiber Slots
2. Network Redundancy: STP/RSTP/MSTP, and G.8032 ERPS (Recovery Time <50ms)
3. Supports IPv4/IPv6, and DHCP Option 66/67/82
4. Supports Modbus/TCP Protocol for Device Management and Monitoring
5. Configuration: Web Console, Telnet, CLI Command
6. PoE Ping Alarm Function for PoE Ports Power Recycle
7. IGMP v1/v2 for Multicast Traffic Filtering
8. QoS (IEEE802.1p/1Q), CoS/ToS to Increase Determinism

9. IEEE802.1Q VLAN for Easy Network Planning
10. Enhanced Network Security with IEEE802.1X, SNMP v1/v2c/v3, HTTPS, and SSH/SSL
11. Auto Warning by Exception through E-mail, Relay Output
12. Operating Temp –STD: -10~70°C

b. 4-port SFP Managed PoE Switch

1. Uplink gigabit dual SFP fiber ports, easy to achieve high bandwidth and long-distance transmission.
2. Dual SFP fiber ports can cascade, chain, compatible with SFP module connection.
3. Contact discharge 8KV, air discharge 15KV; port lightning protection common-mode 4KV, differential mode 2KV;
4. DC INPUT: 48V-57V, non-PoE DC INPUT: 12-48V
5. 4*10/100/1000Base-T RJ45 ports, meeting the needs of security monitoring, teleconferencing system, wireless coverage, and other scenarios.
6. IEEE 802.3af/at PoE standard, without damaging non-PoE devices.
7. Priority system for PoE port, it will supply power to the high priority level port first when the power budget is insufficient and avoid overwork of the device.
8. Low power consumption, No fan, aluminum casing.
9. CCC, CE, FCC, RoHS.
10. The user-friendly panel, it can show the device status through the LED indicator of PWR, SYS, Link, L/A, PoE.

c. 2 in 2 out fiber optic dome enclosure

1. optical fiber splice box
2. excellent aging resistance
3. bear the dramatic changes of temperature of the bad climate
4. inflaming retarding, water proof, vibration resistance and impact resistance
5. Adopt waterproof elastomeric sealing, good tightness.
6. easy and fast assembly
7. Material: PC
8. Size: 200X140X400MM
9. Weight: 2.5KG
10. Accessories: metal hooks, plastic holding bar
11. Product features: Outdoor cables overhead, directly buried pipeline connecting box and continue to protect the differences, joint action.
12. Ambient temperature: -40~60

13. Atmospheric pressure: 70~106kpa
14. Tensile stress: >1000N
15. Anti-pressure: >2000N/10 square meters
16. Compressive strength: 15KV

d. Fiber Optic Tranceiver

1. PAIR 1.25G SFP MODULE
2. 1000BASE-BIDI WDM TRANSCEIVER
3. 20KM SIMPLEX LC DDM
4. TX1310/RX1550NM OPTICAL FIBER TRANSCEIVER

2. HIGH RESOLUTION IP CAMERA (minimum specifications)

a. 4 MP Bullet Network Camera

1. 4MP Vari-focal Warm LED Bullet 4MP 1/1.8" CMOS image sensor
2. low illuminance
3. high image definition. Focal Length - 2.7 mm–12 mm low illuminance
4. high image definition
5. Outputs max. 4MP (2688 × 1520) @30 fps
6. Built-in warm illuminator
7. max. illumination distance is 70 m. · ROIS
8. SMART H.264+/H.265+
9. flexible coding
10. applicable to various bandwidth and storage environments
11. Rotation mode, WDR, 3D NR, HLC, BLC
12. digital watermarking
13. applicable to various monitoring scenes
14. Alarm: 1 in, 1 out; audio: 1 in, 1 out;
15. supports max. 256 G Micro SD card
16. built-in Mic and speaker
17. 12V DC/PoE power supply
18. ePoE, IP67 protection. Full-colored.

b. IP PTZ Camera

1. 4Megapixel CMOS
2. Powerful 30x optical zoom
3. H.265 Encoding
4. Max. 25/30fps@4M/3M
5. 25/30/50/60fps@1080P
6. Auto-tracking and IVS
7. Support PoE+
8. IR distance up to 150m
9. IP66

3. LED industrial Monitor for Videowall

1. Full-screen high resolution 1920*1080 display screen,178 degrees full view angel 3D noise reduction tech.
2. Seamless narrow bezel 1.8mm - 3.5mm lcd screen.
3. 500cd/m2, 700cd/m2 optional,3.5mm bezel /1.8mm bezel optional
4. DID lcd video wall with led backlight, long led lifespan and low heat.
5. Low maintenance costs, stable operation, no burns, injuries
6. Video screen can be modular designed, which can splice as a liquid crystal wall can also be used alone
7. Wall-mounted, floor stand, cabinet and hydraulic pressure four ways to install lcd screen
8. Multi input and output face, compatible for different application source.
9. Controller board built-in
10. wall-mount bracket, splitter, video wall processor, matrix switcher

WIRINGS INSTALLATION SPECIFICATION CABLE SUPPORTING SYSTEM

1. GENERAL

- a. Lay out of steel conduits, cable trays and trucking shall be proposed and provided by Contractor. Prior to installation, coordinated layout drawings of all proposed installation shall be produced. The coordinated lay out drawing shall be submitted to LGU Mariveles approval prior to installation. All necessary dimensions of cable trays, trunking and conduits shall be clearly indicated in the proposed drawings.
- b. All cable trays, trunking and conduits shall have at least thirty percent (30%) spare capacity for future expansion. The contractor is required to submit the sizing calculation to LGU Mariveles for approval prior to installation.
- c. All cable trays, trunking and conduits shall be run neatly on the surface of the building and truly vertical, horizontal or parallel to the features of the building.
- d. All cable supporting system and pipe-works etc shall be positioned in such a manner as to provide ample space for maintenance of all service.
- e. Any cable trays, trunking and conduits that are found uncoordinated and not easily accessible after all other services are installed shall be relocated at the expense of the Contractor.

f. The approval of LGU Mariveles shall be sought if any of the cable trays, trunking or conduits routes need to be offset or deviated.

g. All metallic cable trays, trunking, and conduits shall be earthed in accordance to prevailing Philippine Electrical (PEC).

h. For all installation of surfaced conduits and trunking, steel conduits/ trunking shall be used.

i. For cable tray and trunking system only factory fabricated tees (T), cross, reduction, expansions, joints etc, shall be used. No site fabricated pieces are allowed.

j. Expansion bolts of appropriate size shall be used for mounting and shall be suitable for mounting on precasting / hollow core slabs.

2. STEEL CONDUIT

A. Conduits shall conform to Philippine standards and shall be of heavy gauge screwed at both ends, solid drawn or seamed by welding, show no appreciable unevenness and free from internal burns. The internal and external structure of the conduit shall be hot-dip galvanized and or other approved reputable manufacture. All conduit used shall not exceed 30mm diameter.

B. All steel conduits installed indoor (sheltered) shall comply with the latest Philippine Electrical Code. Conduits which are installed outdoors shall have protection against corrosion.

C. The protective coating on conduit and its associated fittings shall be identical.

D. Steel conduits shall be painted over 50mm lengths spaced every 1200mm of straight runs with the colors recommended in clause 3.13.3 Conduits at shall bends shall also be painted.

E. PVC sheathed Flexible Steel Conduit and Accessories

- It shall be manufactured to BS 731: 1952. The minimum size used shall not be less than 26mm diameter.

- The steel strip shall be cold rolled annealed / pinch passed, extra deep drawing mild steel strip, electro galvanized 2.5 microns both sides with sheared edges.

- The matching adapters for both ends shall be brass or nickel plated. The adapters screw into the bore of the flexible shall be terminated extremely strong and shall also isolate any sharp cut edges in the conduit which are liable to damage cables or insertion or in use.

3. CONDUIT ACCESSORIES

a. Accessories used for conduit wiring shall be on approved type.

b. Conduit fittings shall have internal fixing lugs and shall be malleable cast iron and be hot-dip galvanized. Adaptable boxes and covers shall be of gray cast iron with external fitting lugs, Fittings, boxes covers shall be of brass.

c. The protective coating on boxes covers metal partitions and associated conduit shall be identical.

d. Internally screwed flanged couplers shall be of malleable cast iron complying with BS 309 and shall have dimension associated with the diameter "D" of the conduit as follows:

- Overall length - 'D' + 12mm nominal
- Diameter of flange - 'D' + 12.7 mm nominal
- Thickness of flange - 3.175mm nominal

- e. Coupler shall be provided with a neoprene washer and steel washer.
- f. All conduit outlet boxes and junction boxes shall be of malleable iron and of standard circular pattern.
- g. Standard circular pattern boxes shall be used with conduits. For the drawing in of cables, standard pattern through boxes shall be used. All conduit boxes shall be galvanized.
- h. All conduit boxes shall be provided with gaskets lids, adaptable boxes shall be of mild steel of not less than 12 SWC with galvanized finished. Boxes shall be not more than 50 mm deep and of such dimensions as will enable the largest size cable for which the conduit run is used, to be easily drawn without excessive bending of the cables. Lid of the same gauge with brass fixing screw shall be provided. All such boxes shall be drilled for holes according to the conduit entries required. Plaster rings of suitable thickness shall be provided so that the lid will flush to the final plastering.
- i. Socket outlet boxes shall be constructed of sheet steel, galvanized finish. Socket and switch boxes shall be recessed into wall and suitable for flush mounting accessories.
- j. All conduit entries to adaptable boxes, outlet boxes and switch gears shall be made with coupling and hexagon male bush.
- k. Samples of accessories shall be forwarded to LGU Mariveles approval prior to installation.

4. CONDUIT INSTALLATION

- a. All conduits down drop from ceiling to the security devices are to be concealed mounted. The contractor is required to coordinate with the relevant parties to provide wall openings for all flush mounting devices and concealed conduit work. All necessary wall / ceiling openings, hackings, making good to architectural finish shall be included in the tender.
- b. Proposed conduit routes shall be part of the coordinated layout drawings to be submitted to LGU Mariveles for approval prior to installation.
- c. Suitable battens and blocks shall be provided and fixed in the shuttering before concrete is poured to form chases in the concrete work where applicable. This work shall be closely liaised with the building contractor shall be not interface with or delay the progress of the building work.
- d. Any necessary hacking of wall or ceiling shall be allowed where required.
- e. Prior permission shall be contained for LGU Mariveles for hacking and chasing on RC structures. Any unauthorized hacking and chasing shall be liable for penalty to be determined by LGU Mariveles. All structural works relating to proposed security system to be endorsed by professional engineer.
- f. The conduit shall be sufficiently large section throughout and shall be so arranged with draw-in boxes to allow for easy draw-in and draw-out of any one or all the cables.
- g. Conduits shall be run truly vertical horizontal or parallel with the features of the building conduit shall run continuous between outlets with minimum number of bends. There shall be not more than two 90 degrees bends.
- h. Conduits shall be supported at regular intervals not exceeding 1.2m for the conduit size up to and including 25mm and 1.8m for sizes 32mm and above. For surface installation PVC spacer bar saddles shall be used for securing conduits on the surface other than on structural steel members for which an approved type of clamp shall be devised. In addition, conduit fixing shall be located not less than 150mm and 30mm respectively from each surface

of the box or switch and shall be one per conduit to each box/switch.

i. The thread of the steel conduits shall be coated with an approved jointing compound and pipe joint sealer during assembly and joints treated with a rust inhibiting paint after joint. All conduits shall thread for a correct length such that the ends of the conduits will butt close together in a socket. When terminating conduits boxes and other fittings provided with tapped spouts, the conduits shall be threaded for the correct length to ensure a tight full length connection in the spout.

j. The length of thread on the ends of steel conduit shall suit the length of the internal thread in the fitting or accessory. Excess length of thread will not be permitted. Where conduits are set in column or beams, each end shall be terminated into a coupling and a threaded metal plug, to permit subsequent joining.

k. Conduit termination at boxes, trunking or accessories shall consist of a screwed socket and smooth brass. All burs shall be removed from the ends by means of a reamer, filing is not considered sufficient. No exposed threads shall be visible after erection, other than at running joints and where such joints are used; they shall be thoroughly coated after erection with good quality red lead paint. Lock nuts shall be provided at running joints.

l. Where the steel conduit is or may be in contact with any structural steel work, an efficient and permanent method of fixing the conduit on to the steel work shall be provided. No part of conduit shall be under mechanical stress.

m. All conduit boxes shall be fixed directly to the building structure and independent of the conduit. The outlet boxes for fitting shall be used as draw-in-boxes. Draw-in-boxes shall also be provided in all conduits run exceeding 12cm in length containing more than two right-angle bends.

n. All steel conduits shall be mechanically and electrically continuous throughout and shall be efficiently earth with heavy copper wire tape and screw on clips. No conduit shall be less than 25mm outside diameter. Conduit shall not come into contact with each other and with other pipes and shall in all cases be least 150mm from gas pipes.

o. Conduits shall be thoroughly swabbed out after fixing and immediately prior to the drawing in of cables. Cables shall only be drawn in to conduit installation has been completed. Pull wire shall be provided for all conduits.

p. In no cases shall conduits from different distributions boards connected by junction box and likewise cables from different board or phases shall not be housed in the same conduit. The lead and return conductors of the same circuit or circuits. Shall in all cases be drawn into the same conduit.

q. Spanner or purpose made tool shall be used to tighten hexagon bushes. Pliers and toothed wrenches shall not be used.

r. Conduits runs shall be perpendicular to floor except when these are within 300mm of floor or ceiling, where they may run parallel to the floor.

s. Conduits running parallel to slab support such as beams, column, structural walls, shall be installed not less than 30mm, from such supporting elements. The outlet box shall be such that it is flush to the final plastering.

t. PVC conduits embedded in concrete slabs, unless shown otherwise, shall be spaced not less than 150mm center and as widely spaces as possible when these conduits converge at panels or junction boxes. Conduits run near the outlet box shall be secured to the wooden former by means galvanized saddles to prevent dislocation of outlet box during concrete pouring. Adaptor ring of suitable thickness shall be used where necessary.

u. Conduit shall be provided with high quality weather proof stickers of 50mm size high to be spaced every 1200mm of conduits runs the color recommended in Clause 6.9

5. METAL TRUNKING AND FITTINGS

a. Metal cable trunking shall be fabricated from galvanized sheet steel with minimum thickness of 1.2mm for trunking sizes up to and include 100x100mm and 1.6mm for sizes above 150x75 mm and shall come complete with dividing fillet where specified, removable covers, perforation at the bottom of trunking and finished off with two coats of enamel of various colors after priming with anti-corrosive paint. Trunkings shall be provided with high quality weatherproof stickers over 50mm height spaced every 1200mm of straight runs with the color recommended in clause 6.9.

b. Manufactures standard fitting shall be used. Only where these are inadequate to meet special local situation where fabricated fittings be accepted. Where special fittings or sections of trunking are fabricated, they shall be prepared and finish to the same standard as manufactures standard as manufacturers standard items.

c. Metal partition in trunking and fittings shall be provided as indicated or as directed by the S.O. they shall be of the same material and finish as those of the trunking and shall be of the thickness 0.5mm less than that of the trunking, with a minimum thickness of 1mm.

d. Standard flanged coupling shall be used to terminate trunking at apparatus, adaptable boxes. Lengths of trunking shall be jointed together by means of fixed sleeve type coupling, complete with external copper each bonding link. The practice of cutting and bending the materials of the trunking to form flange attachments will not be accepted.

e. Standard flanged coupling shall be used to determine trunking at apparatus, adaptable boxes. Lengths of trunking shall be jointed together by means of fixed sleeve type coupling, complete with external copper each bonding link. The practice of cutting and bending the materials of the trunking to form flange attachment will not be accepted.

SECTION 2 – CABLING SYSTEM

1. GENERAL

a. The contractor shall supply and install all indoor and outdoor cables as required for the full completion of each system and / or subsystem.

b. The type of cables shall be installed shall be subjected to the approval of LGU Mariveles.

c. The cables shall be properly screened and grounded to avoid any pick-up of unwanted signals.

d. The cable ends shall be properly terminated and labeled at both ends with the cable sleeves.

e. The cables covered under this contract shall include not be limited to:

- Multiple pairs screened data cables.
- Fiber optic cable.
- Network cable – Cat 6 type to be used
- All other as indicated/ or required for complete system installation

f. Outdoors cable used shall be outdoor underground installation with suitable heavy duty

armor and weather protection. These cables shall be fully protected against water humidity, UV radiation and animal damages.

g. All conductors shall be adequately sized so that voltage drops are within limit and that the short circuit capacity (12t) of the conductors are not exceeded by the maximum fault level (21t) at any point. Calculations shall also be submitted for verification when directed by LGU Mariveles.

h. All cabling be laid in steel conduits, trunking or trays and is subjected to LGU Mariveles approval.

i. The minimum size of cables shall be 2.5mm (7/0.67) for 240 volt circuits. 0.9 sq. mm (24/0.20) for ELV power circuits and 0.9 sq.mm (7/0.32) for ELV signal circuits.

j. All cabling proposed shall be of fire rated and retardant cables.

k. Where equipment to be supplied and installed under this specification requires special cabling, i.e. screened cables or other special types of cable. It shall be deemed to be included in the contract.

l. It shall be responsibility of the Contractor to determine where any special cabling is required.

2. CABLES

a. Armored cables

- All cables which are to be laid in underground/ trench are to be of heavy duty armored type.
- The cables shall be single layer wire armored with galvanized steel wire of a nominal diameter of not less than 1.60mm complying with Philippine Standards which shall be laid on PVC bedding extruded over this insulation.
- Outer sheathing shall be of extrude PVC having a radial thickness of not less than 1.2mm and shall be colored black.
- Compression type glands shall be provided for the termination of all PCV / SWA / PVC cables.
- Compression type glands shall comply with PS and shall be designed for the termination of clamping of armored wires and shall be fitted with an earth bond terminal attachment. It shall be possible to erect and dismantle compression glands without the use of special tools.
- All cables entering and leaving equipment shall be provided with separate terminations so that any one cable can be removed without disturbing the remainder.
- No straight through joints shall be used without the expressed written authority of LGU Mariveles.

b. LAN Network Cable (CAT 6 CABLE)

- The Contractor shall supply and install a complete Security LAN based on Gigabit Ethernet. TCP/IP infrastructure for the integrated security system.
- The network cable shall be a Cat 6 standard. UL approved type supported for Gigabit

Ethernet communication.

3. FIBER OPTIC CABLE

a. Fiber optic cables shall be provided by the Contractor for the backbone of Network Camera and Security Management system subsystem for transmissions of LAN. Video signals control the data signals.

b. The Contractor shall install the cables in such a manner that shall ensure safe and enduring operation of the cables in such environment in the cable laid. The contractor shall provide information as to the measures that he shall take to meet the above requirements.

4. MULTIPLE PAIR CABLE

a. Data communication cable shall be screened; multiple strand type and not less than 20 AWC

b. Control and signal cable shall be of multiple pairs, not less than 0.9mm sq. size

c. Multiple pair cable proposed for data. Control and signal shall include at least 30% spare capacity for future Expansion use.

5. CABLE LUGS

a. All cables terminating on screw, bolt or stud shall be fitted with approved "CRIMP" or "SOLDER" type lugs. Crimped lugs shall be fitted with the correct size and type of crimping tools.

b. The rating of lugs shall match as near as possible to the rating of cables under the particular circumstances of the cable usage but in no case shall be less than the cable current rating.

c. Flat washers together with an approved type of securing washer shall be used when fixing cable lugs to the screw, bolt or stud.

6. CABLE IDENTIFICATION

a. All cables shall have numbered cores or pairs, or a recognizable color-coding sequence.

b. Where such cables terminate in marshalling boxes, junction boxes, control panels, switchboards etc. all cables (and individual screens if applicable) including spare shall terminate in numbered order on a separate row of terminals for each cable. For purpose of this clause Single core cables in one conduit shall be deemed to be a multi-core cable.

c. Each block terminals and each terminal therein shall be numbered and identifiable from circuit diagrams and connection diagrams.

PART 4 – EXECUTION

The Installation of the system shall be governed by the provisions of the latest edition of the

	<p>Philippine Electrical Code Part 1 and the existing rules and regulations of the locality and other government agencies.</p> <p>PART 5 – SERVICE LEVEL AGREEMENT(SLA)</p> <p>The contractor shall conform to the service level requirements stated in this Service Level Agreement, which shall include the following:</p> <p>1. SERVICE SUPPORT ESCALATION LIST</p> <p>1.1 The contractor shall provide LGU Mariveles with a Service Support Escalation List. Provide the contract details of the helpdesk and update the Client (i.e. LGU MARIVELES – MIS) regularly for any changes. This includes name, position, email address and telephone number.</p> <p>2. RESPONSE AND RESOLUTION TIME</p> <p>2.1 Service request shall be acted upon immediately by the Service Provider according to the following response and expected resolution time of the client.</p>
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RESPONSE TIME

Type of Request	Coverage	Required Response Time	Service Level Agreement
Email Support Request	24 x 7	Within 8 hours, reply is expected	95%
Phone Support Request		Within 15 minutes, call back response is expected	
On Site Support Request		Within 2 hours onsite Engineer is expected to arrive	

Response time is the same regardless of severity level of the request

RESOLUTION TIME

Severity Level	Description	Required Resolution Time	Service Level Agreement
P1 – Critical	Immediate loss of system functionally	With 8 hours after call back response	90 %
P2 - High	Less of system functionally but with immediate work around that will reduce impact to functionally		
P3 - Medium	Minimal loss of	Within 2 working	90%

	system functionality but with more than one users impacted	days	
P4 – Low	No loss of functionality User inconvenience only request for Information	Within 5 working days	90%
Problem	Incidents/Issues that require long term assessment	To be agreed upon after problem is fully identified	90%

*In case parts are not available locally and will be sourced abroad, the service provider should notify the client in advance of the possible delay at least one week earlier (subject to acknowledgement of Client) Otherwise, the expected recovery time shall always apply.

	<p>Both the response and resolution time metrics are measured monthly. The resolution time applies to all components of the Project.</p> <p>3. TECHNICAL SUPPORT</p> <p>3.1 The Service Provider shall establish single / centralized point of contract/ call center operations or help desk service with hotline numbers to provide timely and responsive trouble reporting, incident handling, problem escalation and field support for all connectivity and problem related issues. The call service shall be available 24 hours a day by 7 days a week including holidays.</p> <p>3.2 The service provider shall provide technical personnel as required in Part 1, item H (Warranty Period) of the Terms of Reference.</p> <p>3.3 Upon request, Service Provider shall be available on-site to provide technical assistance to LGU MARIVELES personnel during and after the implementation.</p> <p>3.4 Customer/Helpdesk of Service Provider shall provide feedback or updates every 1 hour until full restoration of operations</p> <p>3.5 Service Provider shall provide technical support such as but not limited to configuration, administration, maintenance, capacity planning and consultation services related to the project without additional cost to the client.</p> <p>3.6 Service Provider shall provide hardware repair and/ or replacement and software repair, reinstallation/ installation when necessary within 1 to 2 hours upon receipt of the call/ incident/ problem.</p> <p>3.7 Provide onsite support Engineers/ Specialist that are certified in handling and repairing the request/calls. The service provider should be certified and trained to</p>
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offer front line technical support directly to end-users, maintains a back line direct support relationship with product Manufactures for high level support escalation.

3.8 Respond to queries or support request that are related to the CCTV system hardware and software covered under this agreement raised thru phone or email.

3.9 Must ensure that the system is running smoothly and fully-compatible.

3.10 Perform system diagnosis as the need arises and provide status/ report every time a problem is reported. Collect relevant information such as system logs, dumps, and traces for problem diagnosis. Identify root cause and provide corrective measures.

3.11 Replace defective parts/components without any additional cost to the Client.

3.12 Provide information thru letter/email about the product support and development (e.g. withdrawal /end-of-support, end-of-marketing new integration solutions)

3.13 Any changes or downtime in the system must be coordinated and approved first by the Clients designated Administrator.

3.14 Provide service use as the need arises and/or as agreed upon any breakdown which could not be resolved within the required resolution time. The service unit may not be of the same brand or detailed specification but it should provide the same functionality and equivalent performance, so as not to disrupt operation.

4. MAINTENANCE SERVICE

4.1 Conduct preventive maintenance (system check) weekly, monthly or quarterly based on the equipment manufacturer schedule or set by the client or as the need arises (schedule will be submitted to LGU MARIVELES for approval).

4.2 Perform a quarterly system check to ensure that the hardware are in good working condition (e.g. CCTV, Power Distribution, etc.) and the software are updated and running properly without errors.

4.3 Submit a report within 3 days after conducting the maintenance activity. The report must contain the status of the system before and after the preventive maintenance (e.g. CCTV, Power

Distribution, etc.) the actions that were taken during the maintenance and the corrective actions conducted, if any.

4.4 The Service Provider shall always ensure a minimal downtime during Preventive Maintenance.

4.5 Preventive maintenance requiring outages or shutdown must be planned by

the Service Provider by requesting schedule of site visit at least (5) working days before intended date and must be acknowledge in writing/ email by LGU MARIVELES prior to implementation.

4.6 The Service Provider must contain operational spare parts or service units of equal or better specification in quality and quantity.

5. SERVICE REPORTS

5.1 Service Provider shall provide within 5 days for each onsite support service performed and shall be acknowledged and verified by SSD personnel.

5.2 Service provider shall submit detailed problem resolution report for every service within 24 hours. It shall include details actions taken in resolving the problem. The report should contain, but not limited to, the following information:

- a. Root Cause of problem
- b. Details of actions, repairs, troubles shooting and remediation done
- c. Technical and supervising personnel involved in the problem solution
- d. Recommendations/Action Plan

5.3 Service provider shall submit a progress report on the status of an incident call where duration of resolution extends beyond 24 hours on a daily basis (e.g. email)

6. PENALTY

6.1 Failure to comply with SLA will be considered an infraction during warranty period.

6.2 For the two (2) infractions during the year that the Contractor fails to comply with the prescribed recovery time, a letter shall be sent notifying the Contractor.

6.3 After the third infraction during the year, the Contractor shall be disqualified for a period of (1) year from participating in LGU MARIVELES bidding or procurement processes and shall be subjected to other sanctions as deemed appropriate by LGU MARIVLES upon the recommendation by the administration immediately on the following year after the infractions were committed.

6.4 After (3) incurred fractions during the year, Contractor will not be issued a Certificate of Satisfactory Performance for this contract.

7. LIABILITY

The Service Provider shall be liable for damages caused to any LGU MARIVELES property due to the fault or negligence of their personnel. Damages shall be repaired by the contractor at their own expense and to the satisfaction of LGU MARIVELES. In case of failure by the winning Contractor to effect repair

on damage property, LGU MARIVELES may opt to repair and deduct the entire cost from any amount due to the Service Provider. This shall also apply to damages brought by delay in service to LGU MARIVELES.
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Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary “pass/fail” criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
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.

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.

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).

