

# **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** – Bangko Sentral ng Pilipinas.

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

**CDA** - Cooperative Development Authority.

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

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

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

**DTI** – Department of Trade and Industry.

**EXW** – Ex works.

**FCA** – “Free Carrier” shipping point.

**FOB** – “Free on Board” shipping point.

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

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

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

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

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

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

**PhilGEPS** - Philippine Government Electronic Procurement System.

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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

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

**UN** – United Nations.

## ***Section I. Invitation to Bid***

### **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  
SUPPLY, DELIVERY, AND INSTALLATION OF  
SURVEILLANCE SYSTEM/CCTV AND PUBLIC  
ADDRESS IN MARIVELES PUBLIC MARKET**

1. The *LGU-Mariveles*, through the *Budget of the Contract Approved by the Sanggunian of 2023* intends to apply the sum of *One Million, Seven Hundred Ninety-Eight Thousand Pesos (Php1,798,000.00)* being the ABC to payments under the contract for *Supply, Delivery, and Installation of Surveillance System/CCTV and Public Address in Mariveles Public Market*. 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 of the Goods is required by within *60 days after the receipt of Notice to Proceed*. Bidders should have completed, within *3 years* from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

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

4. Prospective Bidders may obtain further information from *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 *August 8, 2023 until 10:00a.m. of August 29, 2023* 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 Conference<sup>1</sup> on ***August 16, 2023, 10:00 a.m.*** at ***BAC Conference Room, Municipal Hall Compound Mariveles, Bataan***, which shall be open to prospective bidders.
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 August 29, 2023***. 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 ***August 29, 2023 at 2:00p.m.*** at the ***BAC 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 Bidding Documents:  
***marivelesbataan.gov.ph***

*[Date of Issue]*

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***Engr. Chito L. Riego de Dios***  
***BAC, Chairperson***

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<sup>1</sup> 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 *Supply, Delivery, and Installation of Surveillance System/CCTV and Public Address in Mariveles Public Market* with identification number *G2023-08-007*.

The Procurement Project (referred to herein as “Project”) is composed of *1 item*, 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 *2023* in the amount of *One Million, Seven Hundred Ninety-Eight Thousand Pesos (Php1,798,000.00)*

2.2. The source of funding is:

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:

a. Subcontracting is not allowed.

7.2. *[If Procuring Entity has determined that subcontracting is allowed during the bidding, state:]* N/A

7.3. *[If subcontracting is allowed during the contract implementation stage, state:]* N/A

7.4. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

## 8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address 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 **3 years** prior to the deadline for the submission and receipt of bids.

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

## **11. Documents comprising the Bid: Financial Component**

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

## **12. Bid Prices**

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
  - a. For Goods offered from within the Procuring Entity's country:
    - i. The price of the Goods quoted EXW (ex-works, ex-factory, 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 Declaration<sup>2</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

14.2. The Bid and bid security shall be valid until *120 days from August 29, 2023*. 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.

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<sup>2</sup> 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.



## 16. Deadline for Submission of Bids

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

## 17. Opening and Preliminary Examination of Bids

- 17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

- 17.2. The preliminary examination of bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

## 18. Domestic Preference

- 18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.

## 19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately. \*\*\*\*\*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 N/A
- 20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

## **21. Signing of the Contract**

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

## ***Section III. Bid Data Sheet***

### **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	For this purpose, contracts similar to the Project shall be: <ul style="list-style-type: none"> <li>a. <i>Supply, Delivery, and Installation of Surveillance System/CCTV and Public Address and other related electronic devices/equipment</i></li> <li>b. completed within <b>3 years</b> prior to the deadline for the submission and receipt of bids.</li> </ul>
7.1	<i>[Specify the portions of Goods to be subcontracted, which shall not be a significant or material component of the Project as determined by the Procuring Entity.] ***N/A***</i>
12	The price of the Goods shall be quoted DDP <i>[state place of destination]</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: <ul style="list-style-type: none"> <li>a. The amount of not less than <b>Php 35,960.00</b> <i>[amount equivalent to two percent (2%) of ABC]</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than <b>Php 89,900.00</b> <i>[amount equivalent to five percent (5%) of ABC]</i> if bid security is in Surety Bond.</li> </ul>
19.3	<i>The project will be awarded by lot.</i>
20.2	N/A
21.2	<i>[List here any additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity.]</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><b>Delivery and Documents –</b></p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered <i>[indicate place of destination]</i>. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered in <b>Mariveles, Bataan</b>. 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 <b>Atty. Ace Jello C. Concepcion</b>.</p> <p><b>Incidental Services –</b></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"> <li>- performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>- furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>- furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>- <b><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></b></li> </ul>

	<ul style="list-style-type: none"> <li>- training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</li> </ul>
	<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><b>Spare Parts -</b></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> <ul style="list-style-type: none"> <li>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</li> <li>b. in the event of termination of production of the spare parts: <ul style="list-style-type: none"> <li>i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and</li> <li>ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.</li> </ul> </li> </ul> <p>The spare parts and other components required are listed in <b>Section VI (Schedule of Requirements)</b> 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 three times the warranty period.</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within 30 days of placing the order.</p> <p><b>Packaging –</b></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><b>Transportation –</b></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><b>Intellectual Property Rights –</b></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	Partial payment is not allowed.
4	The inspection and approval as to the acceptability of the Goods vis-à-vis its compliance with the technical specifications will be done with prior notice, written or verbal, to the authorized representative of the Supplier. The inspection will push through as scheduled in the absence of the Supplier’s representative, if the latter was duly notified. In which case, the result of the inspection conducted by the Procuring Entity shall be final and binding upon the Supplier.

## *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
	<i>Supply, Delivery, and Installation of Surveillance System/CCTV and Public Address in Mariveles Public Market</i>	1 unit	Php1,798,000.00	60 days upon receipt of the Notice to Proceed
	Supply, delivery, installation and commissioning of the project shall be within <b>Sixty (60) calendar days</b> reckoned from the date stipulated in the Notice to Proceed to be issued by the Bids and Awards Committee.			
	***nothing follows***			

**I hereby certify to comply with all the above Schedule of Requirements**

---

NAME OF COMPANY

---

ADDRESS

---

SIGNATURE OVER PRINTED NAME (Duly authorized to sign the Bid)

---

TELEPHONE / FAX NO.

## ***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.

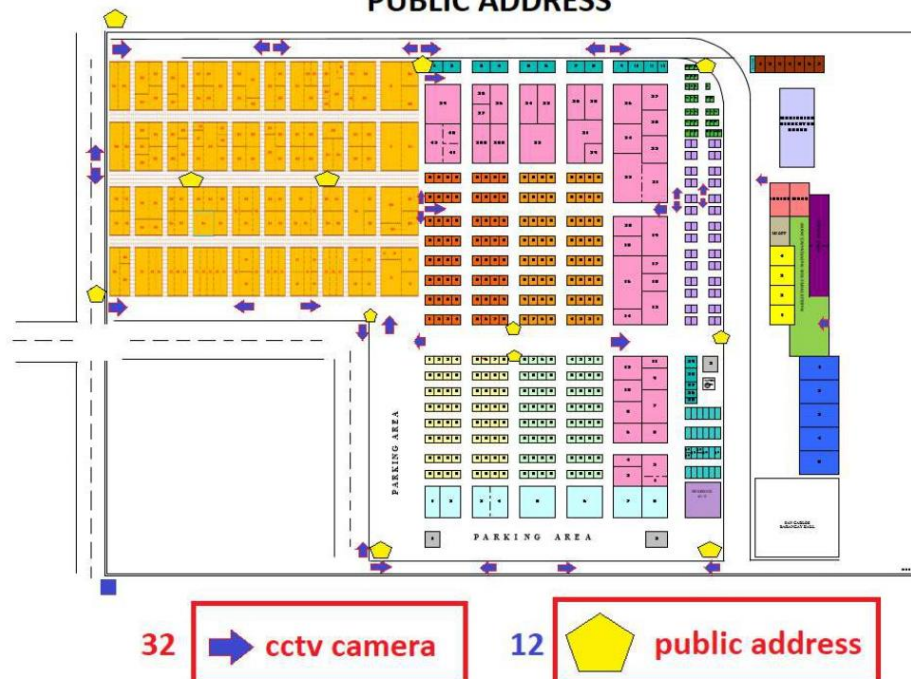
Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words “*or at least equivalent.*” References to brand names cannot be used when the funding source is the GOP.

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.

## LAYOUT PLAN

### MARIVELES PUBLIC MARKET CCTV AND PUBLIC ADDRESS



# 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>
	Details:	
	<p><b>TERMS OF REFERENCE</b></p> <p><b>PART 1 – GENERAL REQUIREMENTS</b></p> <p><b>A. <u>GENERAL DESCRIPTIONS</u></b></p> <ol style="list-style-type: none"> <li>1. The Contractor shall supply, deliver, install and commission IP CCTV System AND Public Adress System for the use of the LGU Mariveles in all its buildings and perimeter inside the compound of Mariveles Public Market, as shown on the project plans and drawings, with reference to all provisions included in these terms of reference.</li> <li>2. All materials and equipment to be supplied shall be new.</li> <li>3. The product to be offered shall be with utmost integrity and does not have any outstanding security issues from any foreign or local</li> </ol>	



institutions.

**B. SCOPE OF WORKS:**

1. Technical inspection of LGU Mariveles stipulated in the TOR and presentrecommended solutions on the integration of the equipment.
2. Supply, installation, testing and commissioning of CCTVs with Video Management System and Public Address System
3. The Contractor may use the existing conduits in some critical areas whereaccess 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 in good working condition with no apparent technical issues (i.e. breaks, physical distortion, etc.) prior to reuse. Once used, the conduits shall be included to the lists of items under the warranty.

- C.** The Video Management System shall be subjected to Vulnerability Assessment and Penetration Testing (VAPT). Remediation of critical VAPTfindings prior to the Go Live shall be the responsibility of the vendor. Theremaining non-critical findings shall be remediated within six (6) monthsafter the Go Live date.

**SUBMITTALS** (To be submitted during the implementation)

1. Project Schedule / Timeline

The Contractor shall submit to LGU Mariveles a Project Schedule that will show the timetable of the project from start to finish. The schedule will be submitted in the form of a 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. Manpower Schedule

The Contractor shall submit a complete list of manpower that will be involved in the project. All personnel will be processed and schedule shall be submitted to LGU Mariveles for review and approval.

3. Drawings / Plans / Diagrams

The Contractor shall submit drawings, plans and diagrams regarding all the technical aspects of the project, such as but not limited to the following: cctv location plans, public address location plans. These drawings shall show the types, sizes, accessories elevations, sectional views, interconnection, and installation details of all equipmentwithin the system.

The drawings 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.

4. Operator's Manual

Two (2) hard copies and one (1) soft copy in USB storage device for the operator's manual shall be delivered within five (5) days after completing the installation test.

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
- Operator commands

**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 Awards 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 **TWO (2) years** 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:

1. *1 NVR608 – 64/128-4KS2 – 64/128 Channel 2U 8HDDs Ultra series Network Video Recorder > New 4.0 user Interface > 16-channel decoding @ 1080p (30 fps); self-adaptive decoding capability > Access, storage or forwarding at 384 Mbps > Simultaneous video output for VGA and HDMI1: 4K heterogeneous output for the 2 HDMI ports > Supports RAID 0/1/5/10 Multiple data mode such as Raid0, Raid1, Raid5, Raid6, and Raid10 > Remote configuration and management of IPCs, such as setting parameters, acquiring information and upgrading IPCs of the same model in batches > AI-by-camera functions such as perimeter protection, face detection and recognition, SMD Plus, video metadata, ANPR and 3D behavior analysis > N+M cluster. When the host fails, the standby device will continue to record; once the host recovers, video recorded on the standby device will be transmitted back;*
2. *1 LTV65 – SA400 65 – “4K UHD LED TV | 4K UHD 3840 x 2160 | 3 x HDMI, 1 x VGA, 2 x AV, 2x USB PORTS | RJ45 + WI-FI Connectivity | 1GB RAM, 8GB ROM | Android 8.0*
3. *16 DH-IPC-4MP Full Colored Bullet - > 4MP, 1/3” CMOS Image sensor, Low Illuminance, High Image Definition > Outputs 4MP (2560 x 1440) @ 25/30 fps, Max. supports 4MP (2688 x 1520) @ 20fps > H.265 codec, high compression rate, ultra-low bit rate > Built-in warm lights, max. illumination distance: 40 m > ROI, SMART H.264+/H.265+ flexible coding, applicable to various bandwidth and storage environments;*
4. *16 DH-IPC 4MP Full Colored Dome – 4MP H.265 codec, high compression rate Built-in warm light, and the max. illumination distance is 15 m Abnormality detection, Motion detection Built in Mic (-A) 12 VDC/PoE power supply IP67 protection*
5. *15 PORT GIGA SWITCH – 5 10/100/1000Mbps RJ45 ports With four PoE ports, transfer data and power on one single cable Working with IEEE 802.3af compliant PDs, expands home and office network 802.1p/DSCP QoS enable smooth latency-sensitive traffic;*
6. *12 IP Horn Speaker – Network Interface Standard RJ45 input Transmission Rate 100Mbps Supporting Protocols TCP/IP, UDP Audio Format MP3 Audio Mode 16-bit CD sound quality Sampling Rate 8k~48K Bit Rate 8K~512Kbps Power Output 25W (MAX) Speaker Sensitivity 104dB Frequency Response 300Hz to 14KHz (+1/3dB) Harmonic Distortion ≤1% SNR ≥68dB Dimensions 322x322x392mm Weight 2.7Kg Power Supply POE power supply Power Consumption 30W (IEEE802.3at) Waterproof Protection IP54*
7. *15 Metal J/E Box - Indoor/Outdoor Waterproof Electrical / CCTV Junction Box Terminal Made from high quality ABS flame retardant material Product has the function of waterproof, UV protection and anti-aging Strong flame retardant and good insulation, anti-corrosive, anti-static Good sealing performance, long service time Completely non-toxic, does not produce harmful substances*
8. *1 P/A System Mic Control Touchscreen + software - Network Interface Standard RJ45 input Support Protocol TCP/IP, UDP, IGMP (Multicast) Audio Format MP3 Sampling Rate 8K~48KHz Transmission rate 100Mbps Audio Mode 16 bit CD quality Display Size 7-inch Screen Resolution 800 x 480 Pixel Screen type*

65K Color DGUS Screen Keyboard Type virtual QWERTY Keyboard Input Type  
 Touch screen inscribed speaker impedance and power rating 4Ω,2W  
 THD ≤1% Frequency response 80Hz~16KHz +1dB/-3dB SNR >65dB

9. 8 Storage 6TG CCTV - Digital Storage Capacity 6000 TB Branded Hard Disk Interface, Specific Uses for Product Business branded connectivity technology, hard disk form factor 3.5 inches; Hard disk size: 6 TB; Form factor: 3.5 inches; Read speed: 1 byte per second;
10. 5 Cat6E Indoor PureC – CAT6E branded, 24 pairs 23AWG Inside material: Pure Copper; outside material: PVC Jacket; Color: blue for indoor; Use Length: 305 meters / 1000Ft; wooden reel
11. 5 Cat6E Outdoor - 4 x 2 x 23 AWG – OFCHDPE insulation Outdoor waterproof PVC + PE Jacket; color: black
12. 10 boxes RJ45 100 pcs/box – Perforated crystal head, fast threading, effectively avoiding the core not being inserted in the end \*high strength shrapnel, good flexibility \*wire hole:1.0mm  
 \*\*inclusion of labor cost, mobilization, system configuration, fiber optic splicing and other type of work\*\*\*

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. PAYMENT TERMS**

Milestone	Documentation	% of Contract Value
Submittal of Implementation Plans and partial installation of electrical materials and conduits on site.	>Certification for the Conduct and Completion of the Project Kick-off including approval by LGU MARIVELES on the Project Charter and Planning documents such as:	10%
	- Project Cantt Chart and Schedules	
	- Work Breakdown Structure (WBS)	
	>Delivery receipts for the electrical materials and conduits	
	>Inspection reports	
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 the equipment	Certificate of Acceptance that all equipment were commissioned and tested by 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%

Invoicing /payment shall be following the milestones below:

**PART 2 – PRODUCT TECHNICAL SPECIFICATIONS**

**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 protocol and 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); Websockets/Webs 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. 5-port Gigabit Managed PoE Switch**

1. Stackable Managed Switch
2. Switching capacity of 320 to 1280 Gbps on 48-port 10 Gigabit Ethernet switch
3. Security features: Port security, Dynamic Host Configuration Protocol (DHCP) Snooping and Guard, Dynamic ARP Inspection, RA Guard, IP Source Guard, Control Plane Protection (CoPP)
4. Built-in switch configuration utility for easy browser-based device configuration
5. Supports RJ45, Cat5-E, Cat-6, Cat6A and LC fiber connectors
6. Dual redundant, modular power supplies and three modular fans providing redundancy

Supports minimum 24 RJ45 ports

### **2. HIGH RESOLUTION IP CAMERA (minimum specifications)**

#### **a. 4 MP Bullet Network Camera**

1. > 4MP, 1/2.7" CMOS image sensor, low illuminance, high image definition
2. > Outputs max. 5MP (2592 × 1944) @20 fps, and supports 2688 × 1520 (2688 × 1520) @25/30 fps
3. > H.265 codec, high compression rate, ultra-low bit rate
4. > Built-in IR LED, max IR distance: 80 m
5. > RoI, SMART H.264+/H.265+, flexible coding, applicable to various bandwidth and storage environments
6. > Rotation mode, WDR, 3D NR, HLC, BLC, digital watermarking, applicable to various monitoring scenes
7. > Intelligent detection: Intrusion, tripwire
8. > Abnormality detection: Motion detection, video tampering, no SD card, SD card full, SD card error, network disconnection, IP conflict, illegal access, local alarm, voltage detection, audio detection
9. > Alarm: 1 in, 1 out; audio: 1 in, 1 out; supports max. 256 GB Micro SD card

10. > 12V DC/POE power support supply

11. > IP67 protection, IK10 protection

**b. 4MP Eyeball Network Camera**

1. > 2MP, 1/2.8" CMOS image sensor, low illuminance, high image definition

2. > Outputs max. 2MP (1920 × 1080) @25/30 fps

3. > H.265 codec, high compression rate, ultra-low bit rate

4. > Built-in IR LED, max. IR distance: 30 m

5. > ROI, SMART H.264+/H.265+, flexible coding, applicable to various bandwidth and storage environments

6. > Rotation mode, WDR, 3D NR, HLC, BLC, digital watermarking, applicable to various monitoring scenes

7. > Intelligent detection: Intrusion, tripwire

8. > Abnormality detection: Motion detection, video tampering, no SD card, SD card full, SD card error, network disconnection, IP conflict, illegal access, voltage detection

9. > Max. 256 GB Micro SD card, built-in Mic

10. > 12V DC/PoE power supply

11. > IP67 protection

**3. NETWORK VIDEO RECORDER SYSTEM**

The NVR system shall be set to the following settings: recording up to one (1) month; highest video quality; one (1) megapixel resolution and thirty (30) frames per second (fps) frame rate or better

**a. 64 Channels Network Video Recording System**

1. The NVR shall be a Linux or Windows base embedded unit with 64 Channels IP network video recording capability.

2. The NVR shall have 4 bays internal SATA and can extend up to 4 external SATA ports with 4 bays each (4x4).

3. The NVR shall have HDMI output and VCA output.

4. The NVR shall have USB 3.0 ports

5. The NVR shall have 1 internal buzzer / speaker

6. The NVR shall support up to live 960 ips (image per Second).

7. The NVR shall support recording network throughput 230Mbpsmaximum
8. The NVR shall support recording resolution of Full HD in 960ips
9. The NVR shall support H.264 and H.265 compression
10. The NVR shall provide Graphical User Interface (GUI) with multilingual support.
11. The NVR shall provide Time-lapse, Event log, Motion, Thumbnail, Text-in search options.
12. The NVR shall support 4 channels Full HD synchronous playback.
13. The NVR shall be controlled by network keyboard with USB mouse support and remote control.

**b. Hard Disk Drives**

1. Enterprise class Hard Disk Drives
2. 6 TB storage
3. SATA
4. Designed for 24/7 operations

**c. Expansion Storage**

1. Interface: 4, 8, 16 SATA x 1
2. Number of Drives: SATA II x 4 = 16 / SATA II x 8 = 16
3. Drive Size: 3.5"
4. Drive Type: SATA II
5. Type and Rate:  
SATA II (3Cbps)6.  
RAID: 0, 1 + 0, 5
7. Max Drive Capacity: 24TB (Up to 6TB per Bay)
8. UL or CE Certified

**4. DATA CABINET**

**a. Data Cabinet**

1. Shall be full height, cabinet-type data cabinet.
2. Shall have durable, heavy-duty hinges.
3. Shall be equipped with an acrylic door with lock.

4. Shall be powder-coated.
5. Shall have a minimum of four exhaust fans.
6. Shall be equipped with a cable management system.

**b. Technical Console Furniture**

1. Modular
2. Metal frame and powder coated
3. Made of heavy-duty wood black or brown finished
4. Includes heavy duty brackets, outlets and wire enclosures

**5. P/A SYSTEM**

Network Interface Standard RJ45 input Support Protocol TCP/IP, UDP, IGMP (Multicast) Audio Format MP3 Sampling Rate 8k~48KHz Transmission rate 100Mbps Audio Mode 16 bit CD Quality Display Size 7-inch Screen Resolution 800 x 480 Pixel Screen Type 65K color DGUS Screen Keyboard Type virtual QWERTY Keyboard Input type touch screen Inscribed speaker impedance and power rating 4Ω, 2W THD ≤1% Frequency response 80Hz~16Khz +1dB/-3dB SNR >65dB

**WIRING INSTALLATION SPECIFICATION CABLE SUPPORTING SYSTEM**

**1. GENERAL**

- a. The Layout of steel conduits, cable trays and trunking shall be proposed and provided by Contractor. Prior to installation, coordinated layout drawings of all proposed installation shall be produced. The coordinated layout drawings shall be submitted to LGU Mariveles for 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 conduit routes need to be offset or deviated.
- g. All metallic cable trays, trunking and conduits shall be earthed in accordance to prevailing Philippine Electrical Codes (PEC).



- h. For all installation of surfaced conduits and trunking, steel conduits/trunking shall be used.
- i. For cable tray & 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. Conduits at all 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, electrogalvanized 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 of an 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 with covers shall have a machined surfaced around perimeter masting with a similar machined surfaced on the cover. The cover fixing screws 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' + 12.7mm 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. Lids of the same gauge with brass fixing screws 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 for approval prior to installation.

## **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 cables shall be properly screened and grounded to avoid any pick-up of unwanted signals
- c. The cable ends shall be properly terminated and labeled at both ends with the cable sleeves.
- d. The cables covered under this contract shall include but not be limited to :
  - Fiber optic cables.
  - Network cable - Cat 6 type to be used
  - All other as indicated and/ or required for complete system installation
- e. Outdoors cables 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.

- f. 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 (12t) at any point. Calculations shall also be submitted for verification when directed by LGU Mariveles.
- g. All cabling proposed shall be of fire rated and retardant cables.
- h. 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.
- i. 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 wires 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 extruded 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 and 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 or 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 transmission 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 is to provide information as to the measure that he shall take to meet the above requirements.

#### 4. CABLE LUGS

- a. All cables terminating on a 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 current rating of lugs shall match as near as possible to the rating of the 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.

#### 5. 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 the 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 Philippine Electrical Code Part 1 and the existing rules and regulations of the locality and other government agencies.

### **PART 5 – SERVICE LEVEL AGREEMENT (SLA)**

The Contractor shall conform to the service level requirements stated in this Service Level Agreement, which shall include the following:

#### 1. SERVICE SUPPORT ESCALATION LIST

- 1.1 The contractor shall provide LGU MARIVELES with a Service Support Escalation List. Provide the contact details of the helpdesk and update the Client (i.e. LGU MARIVELES – MIS) regularly for any changes. This includes, names, position, email address and telephone number.

#### 2. RESPONSE AND RESOLUTION TIME

- 2.1 Service requests shall be acted immediately by the Service Provider according to the following response and expected resolution time of the Client:

**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 functionality	Within 4 hours after callback response	90%
P2 - High	Loss of system functionality but with immediate workaround that will reduce impact to functionality		
P3 - Medium	Minimal loss of system functionality but with more than one users impacted	Within 2 working days	90%

P4 - Low	No loss of functionality. User inconvenience only or 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.

Both the response and resolution time metrics are measured monthly. The resolution time applies to all components of the Project.

2.2 Support personnel shall be present at the Client premises within two (2) hours after an onsite-support request is reported.

**3. TECHNICAL SUPPORT**

	<p>3.1 The Service Provider shall establish a single/centralized point of contact /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><b>3.2 The service provider shall provide technical personnel as required in Part 1, item H (Warranty Period) of the Terms of Reference.</b></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 Support/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, <b>within 1 to 2 hours</b> 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 offer front line technical support directly to end-users, and maintains a back line direct support relationship with Product Manufacturers for high level support escalation.</p> <p>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.</p> <p>3.9 Must ensure that the system is running smoothly and fully-compatible.</p> <p>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.</p> <p>3.11 Replace defective parts/components without any additional cost to the Client.</p> <p>3.12 Provide information thru letter/email about the product support and developments (e.g. withdrawal/end-of-support, end-of-marketing, new integration solutions).</p> <p>3.13 Any changes or downtime in the system must be coordinated and approved first by the Clients designated Administrator.</p> <p>3.14 Provide service unit 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.</p> <p><b>4. MAINTENANCE SERVICES</b></p> <p>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).</p> <p>4.2. Perform a quarterly system check to ensure that the hardware are in</p>
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	<p>good working condition (i.e. CCTV, Power Distribution, etc); and the software are updated and running properly without errors.</p> <p>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.</p> <p>4.4. The Service Provider shall always ensure a minimal downtime during Preventive Maintenance.</p> <p>4.5. Preventive maintenance requiring outages or shutdown must be planned by the Service Provider by requesting a schedule of site visit at least (5) working days before intended date and must be acknowledged in writing/email by LGU MARIVELES prior to implementation.</p> <p>4.6. The Service Provider must contain operational spare parts or service units of equal or better specification in quality and quantity.</p> <p>5. SERVICE REPORTS</p> <p>5.1. Service Provider shall provide Service Reports within 5 days for each onsite support service performed and shall be acknowledged and verified by SSD personnel.</p> <p>5.2. Service Provider shall submit detailed problem resolution report for every service requested within 24 hours. It shall include details of actions taken in resolving the problem. The report should contain, but not limited to, the following information:</p> <ul style="list-style-type: none"> <li>a. Root cause of problem</li> <li>b. Details of actions, repairs, troubleshooting and remediation done</li> <li>c. Technical and supervising personnel involved in the problem resolution.</li> <li>d. Recommendations/Action Plan</li> </ul> <p>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).</p> <p>6. PENALTY</p> <p>6.1 Failure to comply with SLA will be considered an infraction during the warranty period.</p> <p>6.2 For the first 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.</p> <p>6.3 After the third infraction during the year, the Contractor shall be disqualified for a period of one (1) year from participating in LGU MARIVELES bidding or procurement processes and shall be subjected to other sanctions as deemed appropriate by LGU MARIVELES upon the recommendation by the administration immediately on the following year after the infractions were committed.</p> <p>6.4 After three (3) incurred infraction during the year, the Contractor will not be issued a Certificate of Satisfactory Performance for this contract.</p>
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	<p>7. <b>LIABILITY</b></p> <p>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 affect repair on damaged 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 services to LGU MARIVELES.</p>
	<p>***nothing follows***</p>

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

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NAME OF COMPANY

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ADDRESS

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SIGNATURE OVER PRINTED NAME (Duly authorized to sign the Bid)

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TELEPHONE / FAX NO.



## ***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

- (e) 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**
- (f) 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**
- (g) 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**
- (h) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (i) 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

- (j) 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**
- (k) 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***

- (l) 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)**

- (m) *[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.
- (n) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

**25 FINANCIAL COMPONENT ENVELOPE**

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

