



REPUBLIC OF THE PHILIPPINES
PRESIDENTIAL COMMUNICATIONS OPERATIONS OFFICE
Tanggapang Pampanguluhan sa Operasyong Pangkomunikasyon
Malacañang, Manila

BIDS AND AWARDS COMMITTEE

BIDDING DOCUMENTS FOR

Procurement for the Supply and
Delivery of PCOO-Proper Information
Technology (IT) Infrastructure
Improvement Project

(Procurement/Contract No. 2021-PCOO-I-001)

Sixth Edition

01 March 2021

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid



REPUBLIC OF THE PHILIPPINES
PRESIDENTIAL COMMUNICATIONS OPERATIONS OFFICE
Tanggapang Pampanguluhan sa Operasyong Pangkomunikasyon
Malacañang, Manila

INVITATION TO BID FOR
Procurement for the Supply and Delivery of PCOO-Proper
Information Technology (IT) Infrastructure Improvement
Project

1. The Presidential Communications Operations Office (PCOO), through the 2021 General Appropriations Act (GAA), intends to apply the sum of **TWO MILLION EIGHT HUNDRED SIXTY-FIVE THOUSAND PESOS (PHP 2,865,000.00)** being the ABC to payments under the contract for the Procurement for the Supply and Delivery of PCOO-Proper Information Technology (IT) Infrastructure Improvement Project (Procurement/Contract No. 2021-PCOO-1-001). **Bids received in excess of the ABC shall be automatically rejected at bid opening.**
2. The PCOO now invites bids for the above Procurement Project. Goods shall be delivered and completely installed within forty-five (45) calendar days from receipt of the Notice to Proceed. Bidders should have completed within three (3) years, from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures via electronic or online means using a non-discretionary "pass/fail" criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the "Government Procurement Reform Act" and in accordance with the attached copies of the Revised PCOO Guidelines for Online Bidding under BAC Resolution No. 2020-0018-A and Bidder's Kit.

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. Interested bidders may obtain further information from the PCOO BAC Secretariat through the electronic mailing address given below, and inspection of the Bidding Documents at www.pcoo.gov.ph.
5. A complete set of Bidding Documents, in soft copy, may be acquired by interested Bidders starting on **01 March 2021** from the PCOO website and after payment of the applicable fees, in accordance to the Guidelines on the Purchase of Bidding Documents (under Annex B of PCOO BAC Resolution No. BAC Resolution No. 2020-0018-A) and in the amount of **PHP 5,000.00**.

It may also be downloaded free of charge from the Philippine Government Electronic Procurement System (PhilGEPS) website and PCOO website, provided that bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

The bidder shall include in the submission of their bid as a separate file, a clear scanned PDF copy of the proof of payment for the bidding documents.

6. The PCOO will hold a Pre-Bid Conference through video conference call using **Zoom** on **08 March 2021** at **10:00 A.M.** which shall be open to all prospective bidders who have successfully completed registration three (3) calendar days prior to the pre-bid conference using **Google Forms**.
7. Bids must be duly received and acknowledged by the BAC Secretariat in the electronic mailing address given below on or before **22 March 2021** at **9:00 A.M.**
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 18.
9. Bid opening shall be held through a video conference call using **Zoom** on **22 March 2021** at **10:00 A.M.** Bids will be opened in accordance to the PCOO Amended Guidelines for Online Bidding and in the presence of the bidders' representatives invited to join the the bid opening. **Late bids shall not be accepted.**
10. Bidders are advised to submit their bids in accordance with PCOO BAC Resolution No. 2020 – 0018-A. Also, GPPB forms and other bidding forms are herein attached as reference. Further to this, please be reminded of the following:

10.1 Should the bidder wish to participate in one or more lots, the Committee will allow the submission of the Legal and Technical Documents (Eligibility Requirements) in both password protected ZIP folder and PDF file only once. However, for suppliers who will bid on several lots, the labelling of the ZIP folder and PDF file in their Financial Requirements must clearly state the Lot number/s where they intend to participate taking into account that the Net Financial Contracting Capacity ("NFCC") and the Statement of Largest Completed Contract ("SLCC") should satisfy the total amount indicated in the Approved Budget of the Contract ("ABC");

10.2 The four (4) unique passwords for both Eligibility Requirements and Financial Requirements in the ZIP folders and PDF files shall still be complied with regardless if the bidder intends to participate in one or more lots;

10.3 In any case where the files submitted has exceeded the size limit of the email, the bidder may submit their bid via separate email/s provided that the subject line for each mail should indicate to which part of the several it corresponds to. (i.e., Part 1 of x). One set of passwords for the said components may be allowed in case of splitting, provided that the passwords for the Eligibility Requirements are separate and distinct from the Financial Requirements;

After the opening and evaluation of bids, the BAC, its staff and personnel, Secretariat and Technical Working Group (TWG), as well as Observers are prohibited from making or accepting any communication

with any bidder regarding the evaluation of their bids until issuance of Notice of Award (NOA). However, the BAC, through its Secretariat, may ask in writing the bidder for clarification of its request in writing. All responses to requests for clarification shall be in writing.

11. The PCOO 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 Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.
12. For further information, please refer to:

Name of Officer : **Atty. Mark Wayne Eubank**
 Name of Office : Bids and Awards Secretariat
 Address : 3rd Floor, New Executive Building, J.P. Laurel Street, Malacañang Complex, Manila
 Mobile No. : (0917) 7178213
 Website Address: pco.gov.ph
 Email address : bac1@pco.gov.ph

(ORIGINAL SIGNED)
ASec. OMAR V. ROMERO
 Chairperson
 Bids and Awards Committee – I

Certification

<i>Schedule of Requirements and Technical Specifications are in conformity with the requirements of the following end-user/s:</i>	<i>Procurement Project is covered by the Annual Procurement Plan:</i>
(ORIGINAL SIGNED) <u>EMMANUEL C. ALVERO</u> End-User Representative Electronic Data Processing/ Information Technology (EDP/IT)	(ORIGINAL SIGNED) <u>MA. ALMA A. FRANCISCO</u> Budget Officer V
	Draft reviewed and approved for release by: (ORIGINAL SIGNED) Atty. Mark Wayne E. Eubank Head, BAC Secretariat
	Prepared by: (ORIGINAL SIGNED) Ma. Carolina I. Carbonell Member, Technical Working Group

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **Presidential Communications Operations Office (PCOO)** wishes to receive Bids for the **Procurement for the Supply and Delivery of PCOO-Proper Information Technology (IT) Infrastructure Improvement Project** with Identification number **2021-PCOO-I-001**.

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

2. Funding Information

- 2.1. The GOP through the source of funding as indicated below for **2021** in the amount of **TWO MILLION EIGHT HUNDRED SIXTY-FIVE THOUSAND PESOS (PHP 2,865,000.00)**.
- 2.2. The source of funding for this lot is the **General Appropriations Act (GAA) of 2021**.

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.

a. 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 **at least fifty percent (50%) of the ABC.**

5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

7.1. The Procuring Entity has prescribed that **Subcontracting is not allowed.**

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time through **videoconferencing via Zoom** as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

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

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, 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 trade able currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.

13.2. Payment of the contract price shall be made in **Philippine Pesos**.

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

14.2. The Bid and bid security shall be valid until **20 July 2021**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

Each Bidder shall submit one copy of the first and second components of its Bid.

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 Revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

- 19.4. The Project shall be awarded as **One Project having several items that shall be awarded as one (1) contract.**
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause			
5.3	For this purpose, contracts similar to the Project shall be: a. For this purpose, a contract shall be considered “similar” to the contract to be bid if it involves goods and services of the same nature and complexity as the subject matter of the project being procured. (GPPB Non-Policy Matter No. 159-2017) Supply and delivery of IT products, accessories and/or equipment similar to this project shall constitute as "similar contract". b. Completed within three (3) years prior to the deadline for the submission and receipt of bids.		
12	No further instruction.		
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: a. The amount of not less than the amount equivalent to two percent (2%) of the ABC, if bid security is in cash, cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than the amount equivalent to five percent (5%) of total ABC, if bid security is in Surety Bond.		
19.3	LOT NO.	Name/Identification/Lot No. of the Contract	Approved Budget for the Contract (ABC)
	1	Supply and Delivery of PCOO-Proper Information Technology (IT) Infrastructure Improvement Project (Details under Section VII. Technical Specifications)	PHP 2,865,000.00
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. Income and business tax returns, whether filed through Electronic Filing and Payment System (EFPS) or manually, are acceptable provided that the business tax returns were filed within the last six (6) months preceding the date of bid submission. (GPPB Circular 02-2013, 26 April 2013).		
21.2	No further instruction.		

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

3. Performance Security

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

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section VII (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

- 5.1 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.
- 5.2. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>The delivery terms applicable to this Contract are delivered <i>to PCOO at the address below</i>. 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 Representatives at the Project Site are: 1) Mr. Emmanuel C. Alvero and Michelle Dophine V. Britanico as End-user representatives, EDP/IT Office at the 2nd Floor New Executive Bldg., Malacañang Complex, Manila.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ul style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods. <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p>

	<p>Spare Parts –</p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <ul style="list-style-type: none"> a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and b. in the event of termination of production of the spare parts: <ul style="list-style-type: none"> i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested. <p>The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the costs 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 SIX (6) MONTHS after acceptance by PCOO of the delivered Goods OR after the Goods are consumed, whichever is earlier.</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within two (2) months of placing the order.</p>
	<p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where</p>

	<p>appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p>
	<p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p> <p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p>
	<p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p>

	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p>
	<p>Intellectual Property Rights – 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	No further instruction.
4	<p>The Procuring Entity or its representative shall conduct the inspections and tests at the goods' final destination.</p> <p>The Procuring Entity may reject any goods or any part thereof that fail to pass any inspection and/or test, or do not conform to the specifications.</p>

Section VI. Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

ONE (1) LOT FOR SUPPLY AND DELIVERY OF PCOO-PROPER INFORMATION TECHNOLOGY (IT) INFRASTRUCTURE IMPROVEMENT PROJECT (Details under Section VII. Technical Specifications)			
ITEM NO.	DESCRIPTION	QTY	DELIVERY DATE/SCHEDULE
1	Hotplug Redundant Power Supply	3	Goods shall be delivered and completely installed within forty-five (45) calendar days from receipt of the Notice to Proceed.
2	Server Memory	3	
3	PoE Managed Switch	2	
4	Mini Bullet IP Camera	20	
5	Dome IP Camera	20	
6	IP Phone	5	
7	Additional Maintenance of Data Voice and CCTV Network Cabling	25	
8	Access Point	10	
9	Extended Server Warranty warranty	2	
10	Software Applications		
	Upgrade Server Operating System	3	
	Remote Desktop Services License	10	

Section VII. Technical Specifications

I. TECHNICAL SPECIFICATIONS:

Important: In case of partial bid, kindly put an [x] mark in the box corresponding to each preferred lot number.

ITEM NO./ DESCRIPTION	MINIMUM SPECIFICATIONS	QUANTITY	STATEMENT OF COMPLIANCE
1. Hotplug Redundant Power Supply:			
One (1) piece for the current HPE DL360 Gen9 E5-2630v4 1P 16G 8SFF Svr power supply with S/N: CN782600GS	One piece power supply: input: 100-240V, 50-60Hz, 9.4-4.5A output: +12V, 66,7A Max, 800W Max	1	
Two (2) pieces for the current HP Proliant DL60 Server power supply with S/N: UMRCZHFX	Two pieces power supply: Input: 100V -120V, 50/60Hz 7A, 200V-240V, 50/60Hz 7A Output: 380Vdc, 2.5A Max, 3,3Vdc 0.1A Max, 100V - 120V - 550W Max, 200V-240V - 950W Max	2	
Warranty	At least one (1) Year Warranty		
2. Server Memory		3	
For the current HPE DL360 Gen9 E5-2630v4 1P 16G 8SFF Svr with S/N: CN782600GS, CN782600GR	2X16gb 1rx4 pc4-2400t		
Warranty	At least one (1) Year Warranty		
3. PoE Managed Switch		2	
Port	At least 48-port 10/100/1000 Mbps switch Managed		
POE	At least 48-ports POE switch		
Port	10G SFP (x2)		
Layer	At least Layer 2 Switch, Manageable		
Patch Cable	At least 1 meter fiber optic patch cable with 10G SFP connector (x2)		
Warranty	At least one (1) Year Warranty		

ITEM NO./ DESCRIPTION	MINIMUM SPECIFICATIONS	QUANTITY	STATEMENT OF COMPLIANCE
4. Mini Bullet IP Camera		20	
	At least 2MP Network IR Fixed Bullet Camera		
Sensor:	1/2.8", 2.0 megapixel, progressive scan, CMOS		
Lens:	2.8mm@F1.6		
Shutter:	Auto/Manual, 1~1/100000s		
Minimum Illumination:	Minimum Illumination		
Day/Night:	IR-cut filter with auto switch (ICR)		
Digital noise Reduction:	2D/3D DNR		
IR Range:	Up to 30m (98ft) IR range		
Video Compression:	Ultra 265, H.264, M JPEG		
Frame Rate:			
Main Stream:	2MP (1920*1080), Max 30fps;		
Sub Stream:	2MP (1920*1080), Max 30fps;		
Third Stream:	D1 (720*576), Max 30fps		
H.264 code profile:	Baseline profile, Main Profile, High Profile		
Network:	At least 1 RJ45 10M/100M Base-TX Ethernet		
Power	DC 12V±25%, PoE (IEEE 802.3af), Power consumption: Max 4W		
Compatible Integration:	ONVIF (Profile S, Profile G, Profile T), API		
Compatibility:	IP camera must be compatible with the existing Network Video Recorder (Uniview NVR516-128).		
Warranty	At least one (1) Year Warranty		

ITEM NO./ DESCRIPTION	MINIMUM SPECIFICATIONS	QUANTITY	STATEMENT OF COMPLIANCE
5. Dome IP Camera		20	
	At least 2MP Network IR Fixed Dome Camera		
Sensor:	1/2.8", 2.0 megapixel, progressive scan, CMOS		
Lens:	2.8mm@F1.6		
Shutter:	Auto/Manual, 1 ~ 1/100000s		
Minimum Illumination	Minimum Illumination		
Day/Night:	IR-cut filter with auto switch (ICR)		
Digital noise reduction:	2D/3D DNR		
IR Range:	Up to 30m (98ft) IR range		
Video Compression:	Ultra 265, H.264, M JPEG		
Frame Rate:			
Main Stream:	2MP (1920*1080), Max 30fps;		
Sub Stream:	2MP (1920*1080), Max 30fps;		
Third Stream:	D1 (720*576), Max 30fps		
H.264 code profile:	Baseline profile, Main Profile, High Profile		
Network:	At least 1 RJ45 10M/100M Base-TX Ethernet		
Power	DC 12V±25%, PoE (IEEE 802.3af), Power consumption: Max 4W		
Compatible Integration	ONVIF (Profile S, Profile G, Profile T), API		
Compatibility:	IP camera must be compatible with the existing Network Video Recorder (Uniview NVR516-128).		
Warranty	At least one (1) Year Warranty		
6. IP Phone		5	
LCD	2.4" color LCD		
Resolution	320 x 240		
LCD Backlight	Adjustable Brightness		
Line	4		
Line Key	4		
Memory Key	12 (4 pages of 3 keys)		
PoE	Yes		
GigE	Yes		

Wireless Headset Adapter	Supported		
N-Way Audio Conferencing	5		
Wide-band Codecs	G.722, Opus		
Narrow-band Codecs	G.711(A/μ), G.729, G.729A, G.726, iLBC, G.723.1		
Warranty	At least one (1) Year Warranty		
7. Cabling for Data, Voice and CCTV with installation materials and labor		25	
UTP Cable	Cat6 UTP		
Outlet	Cat6 modular outlet, Faceplate		
Connector	Cat6 RJ45		
Molding	Plastic molding or flexible hose		
Patch Cable	25 pcs 1.5 meters patch cable		
Material and Labor	included for 25 nodes		
Warranty	At least one (1) Year Warranty		
8. Access Point		10	
Feature/Description	At least 802.11ac Wave 2 dual-concurrent AP 10 35,000.00 3 50,000.00		
Maximum PHY rate	At least 867 Mbps (5GHz), At least 300 Mbps (2.4GHz)		
Wi-Fi technology	802.11ac (5GHz), 802.11n (2.4GHz)		
Concurrent users	256		
Radio chains: streams	2x2:2		
Antenna patterns (per band)	64		
Antenna gain	Up to 3dBi		
Rx sensitivity (2.4/5GHz)	(-101dBm)		
Ethernet ports	1 x 1GbE		
WLAN Control and Management	Yes		
Warranty	At least 1 Year Warranty		

ITEM NO./ DESCRIPTION	MINIMUM SPECIFICATIONS	QUANTITY	STATEMENT OF COMPLIANCE
9. Extended Server Warranty		2	
	Extended Server Warranty for the current HPE DL360 Gen9 E5-2630v4 1P 16G 8SFF Svr with S/N: CN782600GS, CN782600GR		
Service Type	Next Available Tech Support Remote, Next Available Tech Support Onsite, Next Coverage Day Onsite Response, Standard Parts Logistics		
Deliverables	Parts and Material provided, Onsite Support, Hardware Problem, Diagnosis		
Warranty	At least one (1) Year Extended Warranty		
10. Software Applications			
Upgrade Server Operating System		3	
	Latest standard Server Operating System License for the following servers: 1. HPE DL360 Gen9 E5-2630v4 1P 16G 8SFF Svr power supply with S/N: CN782600GS, CN782600GR 2. HP Proliant DL60 Server power supply with S/N: UMRCZHFX		
	with 50 Client Access Licenses (Device CAL)		
Warranty	At least one (1) Year Warranty		
Remote Desktop Services license		10	
	Latest Server Operating System Remote Desktop Services licenses for the following servers: 1. HPE DL360 Gen9 E5-2630v4 1P 16G 8SFF Svr power supply with S/N: CN782600GS, CN782600GR		

	2. HP Proliant DL60 Server power supply with S/N: UMRCZHFX		
Warranty	At least one (1) Year Warranty		
NOTHING FOLLOWS			

Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
or
- (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,
and
- (c) Mayor’s or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
and
- (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

- a) 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**
- b) 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**
- c) 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**
- d) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- e) 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.
- (k) Certified True Copy of DTI Accreditation Certificate for Service and Repair Shops pursuant to Presidential Decree No. 1572 (also known as "Accreditation Law").

Financial Documents

- (l) 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**
- (m) 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

- n) 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)

- o) *[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.
- p) 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).

