PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Procurement of GOODS

Government of the Republic of the Philippines

Network Maintenance and Upgrade and IT Maintenance Kit for the SkAI-Pinas ALaM-LSI Project (PBM 2022-27)

Date Issued: October 27, 2022

Sixth Edition July 2020

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW - Ex works.

FCA – "Free Carrier" shipping point.

FOB – "Free on Board" shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid

University of the Philippines Mindanao



Administration Building, Mintal, Davao City 8022, Philippines T:293-0863 + 63 82 293 0258 E: bacsecretariat.upmindanao@up.edu.ph

INVITATION TO BID FOR THE NETWORK MAINTENANCE AND UPGRADE AND IT MAINTENANCE KIT FOR THE SKAI-PINAS ALAM-LSI PROJECT

1. The *University of the Philippines Mindanao (UP Mindanao)*, through the *GAA 2022* intends to apply the total of Two Million Four Hundred Fifty Thousand Pesos only *[P2,450,000.00]* for the **Network Maintenance and Upgrade and IT Maintenance Kit for the SkAI-Pinas ALaM-LSI Project** (with project identification number PBM 2022-27) being the ABC to payments under the contract. The project consists of two (2) lots, namely:

Lot	Description	Approved Budget for the
No.		Contract (PhP)
1	Network Maintenance and Upgrade	2,000,000.00
2	IT Maintenance Kit	450,000.00

Bids received in excess of the ABC shall be automatically rejected at bid opening.

- 2. The *University of the Philippines Mindanao (UP Mindanao)* now invites bids for the above Procurement Project. Delivery of the Goods is required Thirty to Sixty (30-60) calendar days. Bidders should have completed, within *five (5) years* from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
- 3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

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

- 4. Prospective Bidders may obtain further information from *University of the Philippines Mindanao (UP Mindanao)* and inspect the Bidding Documents at the address given below during *office hours Monday-Friday 8:00AM-5:00PM*.
- 5. A complete set of Bidding Documents may be acquired by interested Bidders starting October 27, 2022 from the given address and website(s) below *during office hours and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount listed below:*

Approved Budget for the Contract Maximum Cost of Bidding Documents	
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500,000 and below	P500.00
More than 500,000 up to 1 Million	P1,000.00
More than 1 Million up to 5 Million	P5,000.00

The Procuring Entity shall allow the bidder to present its proof of payment for the fees in any of the following: presented in person, by facsimile, or through electronic means.

- 6. The *University of the Philippines Mindanao (UP Mindanao)* will hold a Pre-Bid Conference on **November 4, 2022 at 10:00AM** at *Administration Building, UP Mindanao* and through video conferencing or webcasting *via Zoom* which shall be open to prospective bidders.
- 7. Bids must be duly received by the BAC Secretariat on or before <u>10:00 AM, November</u> <u>16, 2022</u>. Late bids shall not be accepted.

Only manual submission to the office address below will be allowed: *BAC Secretariat, Administration Building, UP Mindanao Mintal, Davao City*

Electronic submission is no longer 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 10:00 AM, November 16, 2022 at the Conference Room, 2F Administration Building, UP Mindanao, Mintal, Davao City and/or via Zoom. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
- 10. Bidders are requested to submit two (2) copies of their bids in addition to the original set of bidding documents.
- 11. The *University of the Philippines Mindanao (UP Mindanao)* 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.
- 12. For further information, please contact:

The BAC Secretariat bacsecretariat.upmindanao@up.edu.ph

13. You may visit the following websites:

For downloading of Bidding Documents: www2.upmin.edu.ph and the PhilGEPS website

October 27, 2022

Prof. CLETO L. NAÑOLA, PhD

Chair, BAC for Goods

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, UP Mindanao wishes to receive Bids for the **Network Maintenance and Upgrade and IT Maintenance Kit for the SkAI-Pinas ALaM-LSI Project** (with project identification number PBM 2022-27).

The Procurement Project (referred to herein as "Project") is composed of only one 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 CY 2022 in the amount of **P2,450,000.00**.
- 2.2. The source of funding is:

NGA, the General Appropriations Act or Special Appropriations.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. 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: [Select either failure or monopoly of bidding based on market research conducted]
 - i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least fifty percent (50%) in the case of non-expendable supplies and services or twenty-five percent (25%) in the case of expendable supplies] of the ABC for this Project; and
 - ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

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

8. Pre-Bid Conference

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

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII** (Checklist of Technical and Financial **Documents**).
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *five* (5) *years* prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

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

13. Bid and Payment Currencies

13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine

currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing 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 120 calendar days from the bid opening. 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 and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

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

One Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB			
Clause			
5.3	For this purpose, contracts similar to the Project shall be:		
	a. I.T. Equipment.		
		ompleted within five (5) years prior to the receipt of bids.	ne deadline for the submission
7.1	Not appl	icable	
12	The price of the Goods shall be quoted DDP [state place of destination] 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: a. The amount of not less than two percent (2%) of ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than five percent (5%) of ABC] if bid security is in Surety Bond. 		
19.3 Lot No.		Description Network Maintenance and Upgrade	Approved Budget for the Contract (PhP) 2,000,000.00
	2	IT Maintenance Kit	450,000.00
20.2	[List here any licenses and permits relevant to the Project and the corresponding law requiring it.]		
21.2	[List here any additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity.]		

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

$\alpha \alpha \alpha$	
GCC Clause	
1	[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]
	Delivery and Documents –
	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:
	[For Goods supplied from abroad, state:] "The delivery terms applicable to the Contract are DDP delivered [indicate place of destination]. In accordance with INCOTERMS."
	[For Goods supplied from within the Philippines, state:] "The delivery terms applicable to this Contract are delivered [indicate place of destination]. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination."
	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).
	For purposes of this Clause the Procuring Entity's Representative at the Project Site is Project Leader: Prof. Jose Ildefonso Rubrico .
	Incidental Services –
	The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: Select appropriate requirements and delete the rest.
	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.
- f. [Specify additional incidental service requirements, as needed.]

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.

Spare Parts -

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

Select appropriate requirements and delete the rest.

- 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:
 - 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.

The spare parts and other components required are listed in **Section VI** (**Schedule of Requirements**) and the cost thereof are included in the contract price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of [indicate here the time period specified. If not used indicate a time period of three times the warranty period].

Spare parts or components shall be supplied as promptly as possible, but in any case, within [insert appropriate time period] months of placing the order.

Packaging -

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.

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.

The outer packaging must be clearly marked on at least four (4) sides as follows:

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

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.

Transportation –

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.

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.

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. 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. **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. [If partial payment is allowed, state] "The terms of payment shall be as follows: 2.2 4 The inspections and tests that will be conducted are: [Indicate the applicable *inspections and tests*]

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.

Lot Number	Description	Quantity	Approved Budget for the Contract	Delivered, Weeks/Months
1	Network Maintenance and Upgrade	1 Lot	P2,000,000.00	30-60 calendar days
2	IT Maintenance Kit	1 Lot	P450,000.00	30-60 calendar days

Please refer to the Technical Specifications for more details.

Section VII. Technical Specifications

Technical Specifications

Item	Specification	Statement of Compliance
		[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.]

Item	Specification	Statement of Compliance
Item	General terms for all lots For Equipment: 1) The equipment must come from a credible manufacturer with support through a distributor in the country; and 2) The equipment must be brand new and unused.	[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 crossreferenced 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, 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.]

Item	Specification	Statement of Compliance
LOT	1: Network Maintenance and Upgrade ABC: Php 2,000,000.00)
	ery period: Thirty (30) to sixty (60) calendar days ery and Installation: CARIM Bldg., UP Mindanao, Mintal, Tugbok I	District, Davao City
	Technical Specifications:	•
	• 1 x Network Interface Card (NIC)	
	 Dual port 	
	o Broadcom	
	o at least 40GbE QSFP+ Adapter, PCIe Full Height OR	
	at least 100GbE, QSFP28, PCIe Full Height	
	 NIC must be compatible with existing Dell T640 	
	 NIC must be compatible with Networking Transceiver 	
1	 Complete and valid Manufacturer's Authorization Form (MAF) or equivalent 	
	o with installation and configuration to the existing	
	Dell T640	
	 At least 1 year warranty 	
	• 2 x Networking Cable	
	 At least 40GbE QSFP+ or at least 100GbE QSFP28 	
	 At least 5 meters 	
	 Networking cable must be compatible with existing Dell T640 	

- Networking cable must be compatible with Network Interface Card
- Complete and valid Manufacturer's Authorization Form (MAF) or equivalent
- o with installation and configuration to the existing Dell T640
- o At least 1 year warranty

• 12 x Solid State Drive

- Solid state drive hot-swap
- o Advanced format 512e, Mixed-Use
- o Mixed-Use
- o Capacity: at least 960GB
- o Form factor: 2.5"
- o Interface: at least SATA 6Gb/s
- o Data Transfer Rate: 600Mbps
- o Must be compatible with existing Dell T640
- o At least 3 years warranty

• 1 x Core Alignment Fusion Splicer

- o Fiber Alignment Method: Active core alignment
- Fiber type: Single mode optical fiber & Multi mode optical fiber
- O Coating Sheath clamp Coating dia. : Max. 3000μm
- O Cladding Diameter: 80 to 150μm
- o Cleave Length: 5 to 16mm *1
- Splicer Performance: Splice loss
 - ITU-T G.652 : Avg. 0.02dB
 - ITU-T G.651 : Avg. 0.01dB
 - ITU-T G.653 : Avg. 0.04dB
 - ITU-T G.654 : Avg. 0.04dB
 - ITU-T G.655 : Avg. 0.04dB
 - ITU-T G.657 : Avg. 0.02dB
 - SM FAST mode: Avg. 8 to 10 sec.
 - SM AUTO mode: Avg. 11 to 13 sec
 - AUTO mode: Avg. 14 to 16 sec.

• FEATURES:

- Cleaver tracking and upkeep with wireless communication
- Automated wind protector, sheath clamps and splice operation
- Loose and tight buffer with same sheath clamp
- Lithium-ion battery with 300 splices/shrinks per charge
- Graphical User Interface with 5.0" Touchscreen
- PC software and 90S manual downloaded from splicer
- Multi-function transit case with integrated workstation
- 7 to 9 seconds splice time and 9 to 10 seconds shrink time

- Extended-life electrodes, 5,000 splices, exchangeable without tools
- Dimension W x D x H (170mm x 173mm x 150mm)
- 200 to 320x magnification, 100 splice modes and 30 heat modes
- Stores 20,000 splice result and 100 splice images
- Long-life battery (300 splices/shrinks per charge)
- 2.8kg including battery

• APPLICATIONS:

- Distribution fiber repair
- Long-haul network installation
- Field termination with splice-on connectors
- Access network installation

INCLUSIONS:

- Battery Pack (1 pc)
- AC Adapter (1 pc)
- AC Power Cord (1 pc)
- USB Cable (1 pc)
- Fusion Splicer Strap (1 pc)
- Electrodes (spare) (1 pair)
- Fiber Holder Set Plate (1 pair)
- Carrying Case (1 pc)
- Work Tray Left (1 pc)
- Work Tray Right (1 pc)
- Work Tray J-Plate (1 pc)
- Tripod Screw (2 pcs)
- Carrying Case Strap (1 pc)
- Alcohol Dispenser (1 pc)
- Quick Reference Guide (1 pc)
- Single Fiber Stripper (1 pc)
- Optical Fiber Cleaver (1 pc)

• 1 x Fiber Optic Tool Kit

- o Fiber Cleaver
 - Applicable Fiber: Silica optical fiber
 - Single Fiber
 - Coating Diameter: 160 to 900μm (2/3mm cord & drop cable)
 - Cladding Diameter: 125µm
 - Cleave Length: 5-20mm with AD-50 10mm with FH-xx-
 - Cleave Angle Typical: 0.5 degrees
 - Blade life Typical: 48,000 fibers
 - Dimensions 110(W) x 95(D) x 45(H)mm

Operation condition:

- Temperature: -10 to 50°C Humidity: 0 to 95% RH(Non-condensing)
- Storage condition

 Temperature: - 40 to 80°C Humidity:0 to 95% RH(Non-condensing)

o Resistance features:

- Shock: 76cm (30 inches) all directions dropShock: 76cm (30 inches) all directions drop
- Dust resistance: Exposure to dust (0.1 to 500μm dia. Alumina Silicate) Rain resistance: H=10mm/hr for 10min
- One-Click Cleaner for SC
 - MS/EZ Spacer
 - Drop Cable Holder
 - Alcohol Bottle
 - KimWipes
 - VFL 10mW, Visual Fault Locator
 - Fiber Stripper
 - 5 meters Retractable Steel Tape
 - Kevlar Cutter
 - Steel Ruler
 - Marker Pen
 - Pro'sKit FTTH Drop Cable Stripper
 - Battery 2xAA

Features:

- For on-site assembly
- No electric power is required and assembly
- can be done quickly
- Light weight w/ sling
- Suitable for FTTH installation

• 1 x Optical Time Domain Reflectometer (OTDR)

- Display *9 5.7-inch color TFT LCD (resolution: 640 × 480, multi-touch capacitive touchscreen)
- \circ Wavelength (nm)*8 1310 ±20/1550 ±20
- o Number of optical ports 1
- o Applicable fiber SM (ITU-T G.652)
- o Distance range (km) 0.1 to 256
- o Pulse width (ns) 5 to 20000
- o Event dead zone (m) *1,*8: 0.75
- o Attenuation dead zone (m) *2,*8: 4
- o PON dead zone (m) *3,*8: 35
- o Dynamic range (dB) *4,*8: 37/35
- o Loss measurement accuracy *5 ±0.05 dB/dB
- o Optical return loss measurement accuracy ±2 dB
- o Number of sampling points max. 256000
- Sampling resolution min. 5 cm
- Optical connector SC/FC/LC/SC Angled-PC (1310/1550/1625/1650 nm), SC/FC/LC (850/1300 nm)
- Certification
 - Laser class Class 1M (EN 60825-1: 2007, GB 7247.1-2012), Class 1 (EN 60825-1: 2014)

- Class 3R (IEC 60825-1:2007, GB 7247.1-2012, EN 60825-1:2014)
- EMC*11 Emission EN 61326-1 Class A, EN 55011 Class A Group1
- Immunity EN 61326-1 Table2
- Laser safety standard EN 60825-1: 2014, IEC 60825-1: 2007, GB 7247.1-2012, FDA 21CFR1040.10 and 1040.11
- o Warranty: at least 1 year

Inclusions:

- 3 years warranty
- Inclusive of installation, configuration, service and delivery fees, and all other charges

Additional Requirements:

1. Brochure of equipment/item, specifying its make/model/unit number and specifications. If possible, include performance metrics/reviews, establishing reliability and credibility of the product.

Item	Specification	Statement of Compliance
LOT	2: IT Maintenance Kit ABC: Php 450,000.00	
	•	
	ery period: Thirty (30) to sixty (60) calendar days	
Delive	ery and Installation: CARIM Bldg., UP Mindanao, Mintal, Tugbok D	istrict, Davao City
	Technical Specifications:	
	Industrial Ethernet Tools and Testers	
	o Battery:	
	• Type: Lithium-ion, 3.6V, 6400mAh	
	• Life: 8 hours typical	
	• Charge time: 4.5 hours	
	• Charging temperature range: 0 °C to +40 °C	
	o Power Adapter:	
	• Input: 100 to 240 VAC ±10%, 50/60 Hz	
	• Output: 15 VDC, 2 A maximum	
	• Class II	
	o Host Interface: USB type C	
	o Display: 800 x 480 color capacitive multi-touch	
	o Operating Temperature: 0°C to 45°C	
	○ Storage Temperature: -10°C to +60°C	
	 Operating Relative Humidity: 	
	• 0 % to 90 %, 0°C to 35°C	
	• 0 % to 70 %, 35°C to 45°C	
	Operating Altitude:	
1	■ 4000m	
	• 3200m with AC adapter	
	o Vibration: Random, 2 g, 5Hz - 500Hz	
	o Drop: 1m drop, 6 sides	
	o Diagnostic Protocols:	
	Link Layer Discovery Protocol (LLDP) Giggs Discovery Protocol (CDP)	
	Cisco Discovery Protocol (CDP)Fast Link Pulses (FLP)	
	` ´	
	 Internet Control Messaging Protocol (ICMP) Dynamic Host Configuration Protocol 	
	 Dynamic Host Configuration Protocol (DHCP) 	
	o IP Address Setup:	
	• LinkIQ address, DNS Server, Gateway for	
	IPv4 or v6 either manually or via DHCP	
	o IP Ping Test Results:	
	• Four response time results for target, DNS	
	Server(s), Gateway, plus average and number	
	lost	
	 Power Over Ethernet Compatibility: 	
	 Ethernet Alliance Certified to IEEE 	

802.3af/at/bt

- Hardware negotiation with signature resistance
- Software negotiation with LLDP/CDP
- Power Over Ethernet Measurements:
 - Loaded Voltage (V)
 - Loaded Power (W)
- o **Port Blink:** Blink the light of the connected port
- Test Port:
 - Shielded 8-pin modular jack accepts 8-pin modular (RJ45) plugs
- Commissioning Autotests:
 - 10GBASE-T, 5GBASE-T, 2.5GBASE-T, 1000BASE-T, 100BASE-TX, 10BASE-T, Wire map Only
 - Test Speed: 6 seconds for lengths < 70m
- Cable Types:
 - Balanced twisted-pair cabling
 - Unshielded twisted-pair
 - Screened twisted-pair
 - 2-pair and/or 4-pair
- Wire Map-Only Tests:
 - Document wire map
 - Length of each pair
 - Diagnose split pairs
 - User selectable
 - User selectable crossover settings (Straight through, Half-crossover, Full-crossover)
 - Test speed: 1 second for lengths < 120m
- Length (Maximum):
 - **305**m
- **O Nominal Velocity of Propagation (NVP):**
 - User settable
- Remote ID Locators:
 - Use remote ID terminations to identify up to 7 unique ports or office outlets
- Laser distance measurers
 - o Typical Measuring Tolerance: ±2.0 mm
 - o Maximum Measuring Tolerance: ±3.0 mm
 - o Range At Leica Target Plate GZM26: 50 m
 - o Typical Range: 40 m
 - o Range At Unfavorable Condition: 35 m
 - o Smallest Unit Displayed: 1 mm
 - Ø Laser Point At Distances: 6 / 30 / 60 mm, (10 / 50 / 100 m)
 - o Laser Class: 2
 - o Laser Type: 635 nm, < 1 mW
 - Protection Class: IP40
 - o Automatic Laser Off: After 90 seconds

- Automatic Power Off: After 180 seconds
- o Inclusive of 2 x AAA batteries:
 - Battery Life (2 x AAA) 1.5 V NEDA 24A/IEC LR03: Up to 3,000 measurements
- o Temperature Range: -25 °C to +70 °C
- o Storage Operation: 0 °C to +40 °C
- o Maximum Altitude: 3000 m
- Safety Standard:
 - IEC Standard No. 61010-1:2001, EN60825-1:2007 (Class II)
- o EMC Standard:
 - EN 55022:2010, EN 61000-4-3:2010, EN 61000-4-8:2010
- True-RMS Digital Multimeter:
- Voltage DC:
 - Accuracy: $\pm (0.09\% + 2)$
 - Max. resolution: 0.1mV
 - Maximum: 1000V
- o Voltage AC:
 - Accuracy: $\pm (1.0\% + 3)$
 - Max. resolution: 0.1mV
 - Maximum: 1000V
- o Current DC:
 - Accuracy: $\pm (1.0\% + 3)$
 - Max. resolution: 0.01mA
 - Maximum: 10A
- Current AC:
 - Accuracy: $\pm (1.5\% + 3)$
 - Max. resolution: 0.01mA
 - Maximum: 10A
- Resistance:
 - Accuracy: $\pm (0.9\% + 1)$
 - Max. resolution: 0.1Ω
 - Maximum: $50 \text{ M}\Omega$
- o Capacitance:
 - Accuracy: $\pm (1.2\% + 2)$
 - Max. resolution: 1nF
 - Maximum: 10,000 μF
- o Frequency:
 - Accuracy: $\pm (0.1\% + 1)$
 - Max. resolution: 0.01Hz
 - Maximum: 100 kHz
- o Temperature:
 - Accuracy: $\pm (1.0\% + 10)$
 - Max. resolution: 0.1°C
 - Range: -40°C / 400°C
- o Operating temperature: -10°C to +50°C
- \circ Storage temperature: -30° C to $+60^{\circ}$ C

- o Humidity (without condensation):
 - $0\% 90\% (0^{\circ}\text{C} 35^{\circ}\text{C})$
 - $0\% 70\% (35^{\circ}\text{C} 50^{\circ}\text{C})$
- Overvoltage category:
 - EN 61010-1 to 1000 V CAT III
 - EN 61010–1 to 600 V CAT IV
- Agency approvals: UL, CSA, TÜV listed and VDE Pending
- Inclusions:
 - Temperature Probe
 - Installed 9V battery
 - Test leads
 - Users manual
- o Warranty: lifetime
- o Battery life: Alkaline ~200 hours typical, without backlight

• True-RMS AC/DC Clamp Meter

- o AC Current via Jaw
 - Range: 600.0 A
 - Resolution: 0.1 A
 - Accuracy:
 - 2% ±5 digits (10 Hz to 100 Hz)
 - 2.5% ±5 digits (100-500 Hz)
 - Crest Factor (50 Hz/60 Hz):
 - 3 @ 500 A
 - 2.5 @ 600 A
 - Add 2% for C.F. >2
- o AC Current via Flexible Current Probe:
 - Range: 2500 A
 - Resolution:
 - $0.1 \text{ A} (\leq 600 \text{ A})$
 - 1 A (\leq 2500 A)
 - Accuracy: 3% ±5 digits (5 500 Hz)
 - Crest Factor (50/60Hz):
 - 3.0 at 1100 A
 - 2.5 at 1400 A
 - 1.42 at 2500 A
 - Add 2% for C.F. > 2
- DC Current
 - Range: 600 A
 - Resolution: 0.1 A
 - Accuracy: 2% ±5 digits
- o AC Current
 - Range: 1000 V
 - Resolution:
 - 0.1 V (≤600.0 V)
 - 1 V (≤1000 V)
 - Accuracy: 1.5% ±5 digits (20 Hz to 500 Hz)

- AC Voltage
 - Range: 1000 V
 - Resolution:
 - 0.1 V (≤600.0 V)
 - 1 V (≤1000 V)
 - Accuracy: 1% ±5 digits
- DC Voltage
 - Range: 1000 V
 - Resolution:
 - 0.1 V (≤600.0 V)
 - 1 V (≤1000 V)
 - Accuracy: 1% ±5 digits
- o mV DC
 - Range: 500 mV
 - Resolution: 0.1 mV
 - Accuracy: 1% ±5 digits
- Frequency via Jaw
 - Range: 5.0 to 500.0 Hz
 - Resolution: 0.1 Hz
 - Accuracy: 0.5% ±5 digits
 - Trigger Level:
 - 5 to 10 Hz, \ge 10 A
 - 10 to 100 Hz, \geq 5 A
- o Frequency via Flexible Current Probe
 - Range: 5.0 to 500.0 Hz
 - Resolution: 0.1 Hz
 - Accuracy: 0.5% ±5 digits
 - Trigger Level:
 - 5 to 20 Hz, \geq 25 A
 - 20 to 100 Hz, \geq 20 A
 - 100 to 500 Hz, \geq 25 A
- Resistance
 - Range: $60 \text{ k}\Omega$
 - Resolution:
 - $0.1 \Omega (\leq 600 \Omega)$
 - $1 \Omega (\leq 6000 \Omega)$
 - $10 \Omega (\leq 60 \text{ k}\Omega)$
 - Accuracy:
 - 1% ±5 digits
- Capacitance
 - Range: 1000 μF
 - Resolution:
 - $0.1 \mu F (\leq 100 \mu F)$
 - $1 \mu F (\leq 1000 \mu F)$
 - Accuracy:
 - 1% ±4 digits
- Mechanical Specifications
 - Maximum voltage between any terminal and earth ground: 1000 V
 - Batteries: 2 x AA, NEDA 15A, IEC LR6

- Operating temperature: -10 °C to +50 °C
- Storage temperature: -40 °C to +60 °C
- Operating humidity non-condensing (< 10°C):
 - $\leq 90\%$ RH (at 10 °C to 30 °C)
 - $\leq 75\%$ RH (at 30 °C to 40 °C)
- Operating altitude: 3,000 m
- Storage altitude: 12,000 m
- Jaw opening: 34 mm
- Flexible current probe diameter: 7.5 mm
- Flexible current probe cable length (head to electronics connector): 1.8 m
- Safety:
 - IEC 61010-1, Pollution Degree 2
 - IEC 61010-2-032: CAT III 1000 V / CAT IV 600 V
- IP rating: IEC 60529: IP30, non-operating
- Radio Frequency Certification FCC ID: T68-FBLE IC:6627A-FBLE
- Dimensions: 249 x 85 x 45 mm
- Electromagnetic Compatibility (EMC):
 - International: IEC 61326-1: Portable, Electromagnetic Environment, IEC 61326-2-2: CISPR 11: Group 1, Class A

• Thermal Camera

- o Imaging & Optical:
 - Camera software update: using USB cable or SD card
 - Detector Pitch: 17 μm
 - Digital image enhancement: No
 - Display resolution: 320 x 240 pixels
 - Field of view (FOV): 51° x 66°
 - Focal Plane Array (FPA) Spectral range: Uncooled microbolometer/7.5-14μm
 - Focus: Fixed
 - Gallery: Yes
 - Image Frequency: 8.7 Hz
 - Image Modes: MSX (Multi Spectral Dynamic Imaging), visual
 - IR Resolution: 80 x 60 pixels
 - Laser: Class 1
 - Minimum Focus Distance: 0.3 m
 - Minimum Measurement Distance: 0.26 m
 - Resolution: 2 MP (1600 x 1200 pixels)
 - Thermal Sensitivity/NETD: < 70mK
- Measurement & Analysis
 - Accuracy:

- 50°C to 100°C, acc. ±1.5°C; 0°C to 50°C and 100°C to 300°C, acc. ±2.5°C; -25°C to 0°C, acc. ±3°C"
- Distance to Spot Ratio (D:S): 24:1
- Emissivity Correction: Yes: 4 pre-set levels with custom adjustment of 0.1-0.99
- Object Temperature Range: -25°C to 300°C
- Set-up Commands:
 - Local adaptation of units, language, date, and time formats; Screen brightness (high, medium, low);
 Gallery, deletion of images
- Spot Meter: Center spot on/off
- o User Interface
 - Display Technology: TFT
- o Power
 - Battery charge life: 30 days minimum
 - Battery operating time:
 - 5 hours of scanning (LCM medium brightness); 4.5 hours with laser on (LCM medium brightness)
 - Battery type: Rechargeable Li ion battery
 - Battery voltage: 3.7 V
 - Charging system: Battery is charged inside the camera
 - Charging Temperature: 0°C to 45°C
 - Charging Time: 4 hours to 90%, 6 hours to 100%
 - Power Management: Adjustable: off, 5 minutes, 15 minutes, 30 minutes
- o Environmental & Certifications
 - Drop: Designed for 2 m
 - EMC: EN 61000-6-3/EN 61000-6-2/FCC 47 CFR Part 15 Class B
 - Encapsulation: IP54 (IEC60529)
 - Humidity (Operating and Storage):
 - 0–90% relative humidity (RH) (0°C to 37°C); 0–65% RH (37°C to 45°C); 0–45% RH (45°C to 55°C))
 - Magnetic fields: EN 61000-4-8 class 3
 - Operating Temperature Range: -10°C to 45°C
 - Radio Spectrum:
 - ETSI EN 300 328/FCC Part 15.249/RSS-247 Issue 2/EN 301 489-1:2011/EN 301 489-17:2009
 - Safety: CE/CB/EN61010/UL
 - Shock: 25 g (IEC 60068-2-27)
 - Storage Temperature Range: -30°C to 55°C
 - Tripod Mounting: UNC ¼"-20
 - Vibration: 2 g (IEC 60068-2-6)

- General
 - Flashlight: LED on/off
 - Laser Pointer: Indicating the size of measurement area
 - Light Output: 100 lumens
 - Storage Media: eMMC 4GB
- Portable Oscilloscope
 - Oscilloscope mode vertical
 - Frequency response dc coupled
 - Without probes and test leads (with oscilloscope)
 - o dc to 20 MHz (-3 dB)
 - With 1:1 shielded test leads:
 - DC to 12.5 MHz (-3 dB) / dc to 20 MHz (-6 dB)
 - With 10:1 Probe
 - o dc to 20MHz (-3 dB)
 - Frequency response ac coupled
 - Without probes and test leads: <10 Hz (-3 dB)
 - With 1:1 shielded test leads: <10 Hz (-3 dB)
 - With 10:1 Probe: <10 Hz (-3 dB)
 - Rise time, excluding probes, test leads
 - <17.5 ns
 - Input impedance
 - Without probes and test leads: 1 $M\Omega//20 pF$
 - With oscilloscope: 1 M Ω //24 pF
 - With 1:1 shielded test leads: 1 $M\Omega//230$ pF
 - With 10:1 Probe: $5 M\Omega / / 15.5 pF$
 - Sensitivity: 5 mV to 200 V/div
 - Analog bandwidth limiter: 10 kHz
 - Display modes: A, -A, B, -B
 - Max. input voltage A and B
 - Direct, with test leads, or with Probe:
 - o 600 Vrms Cat IV, 750 Vrms maximum voltage.
 - With oscilloscope:
 - o 600 Vrms
 - Max. floating voltage, from any terminal to ground
 - 600 Vrms Cat IV, 750 Vrms up to 400Hz
 - Oscilloscope mode horizontal
 - Scope modes: Normal, Single, Roll
 - Ranges (normal):
 - Equivalent sampling: 20 ns to 500 ns/div

- Real time sampling: 1 μs to 5 s/div
- Single (real time): 1 µs to 5 s/div
- Roll (real time): 1s to 60 s/div
- Sampling rate (for both channels simultaneously):
 - Equivalent sampling (repetitive signals): Up to 4 GS/s
 - Real time sampling 1 μs to 60 s/div: 40 MS/s
- o Trigger
 - Screen Update: Free run, on trigger
 - Source: A, B
 - Sensitivity A and B:
 - At DC to 5 MHz: 0.5 divisions or 5 mV
 - At 40 MHz: 4 divisions
 - Slope: Positive, negative
- Advanced Scope Functions
 - Display Modes:
 - Normal: Captures up to 25 ns glitches and displays analog-like persistence waveform
 - Smooth: Suppresses noise from a waveform
 - Glitch off: Does not capture glitches between samples
 - Envelope: Records and displays the minimum and maximum of waveforms over time
 - Auto Set (Connect-and-View)
 - Continuous fully automatic adjustments of amplitude, time base, trigger levels, trigger gap, and holdoff. Manual override by user adjustment of amplitude, time base, or trigger level
- Input A and input B
 - DC voltage (VDC)
 - Ranges: 500 mV, 5 V, 50 V, 500 V, 750 V
 - Accuracy: $\pm (0.5\% + 5 \text{ counts})$
 - Common mode rejection (CMRR):
 - >100 dB @ dc, >60 dB @ 50,
 60, or 400 Hz
 - Full scale reading: 5000 counts
 - True RMS Voltages (V AC and V AC+DC):
 - Ranges: 500 mV, 5 V, 50 V, 500 V, 750 V
 - Accuracy for 5% to 100% of range (DC coupled)

- DC to 60 Hz (V ac+dc): ±(1% +10 counts)
- 0 1 Hz to 60 Hz (V ac): \pm (1% +10 counts)
- Accuracy for 5% to 100% of range (AC or dc coupled)
 - 60 Hz to 20 kHz: ±(2.5% +15 counts)
- DC rejection (only VAC): >50 dB
- Common mode rejection (CMRR):
 - >100 dB @ dc, >60 dB @ 50,60, or 400 Hz
- Full scale reading:
 - o 5000 counts, reading is independent of any signal crest factor.
- Peak
 - Modes: Maximum peak, minimum peak, peak-to-peak
 - Ranges: 500 mV, 5, 50, 500, 2200 V
 - Accuracy: Maximum peak or minimum peak: 5% of full scale; peak-to-peak: 10% of full scale
 - Full scale reading: 500 counts
- Frequency
 - Ranges: 1, 10, 100 Hz, 1, 10, 100 kHz,
 1, 10, and 50 MHz
 - Frequency range: 15 Hz (1 Hz) to 50 MHz in continuous autoset
 - Accuracy at 1 Hz to 1 MHz: ±(0.5% +2 counts)
 - Full scale reading: 10,000 counts
- RPM
 - Maximum reading: 50 kRPM
 - Accuracy: $\pm (0.5\% + 2 \text{ counts})$
- Duty Cycle
 - Range: 2 to 98%
 - Frequency range: 15 Hz (1 Hz) to 30 MHz in continuous autoset
- Pulse Width
 - Frequency range: 15 Hz (1 Hz) to 30 MHz in continuous autoset
 - Full scale reading: 1000 counts
- Amperes
 - With current clamp
 - Ranges: same as V DC, V AC, V AC+DC, or peak
 - Scale factors: 0.1, 1, 10, 100, 400 mV/A, 1 V/A, 10 mV/mA

- Accuracy: same as V DC, V AC, V AC+DC, or peak (add current clamp uncertainty)
- Decibel
 - 0 dBV: 1 V
 - 0 dBm (600/50 Ω): 1 mW referenced to 600 or 50 Ω
 - dB on V DC, V AC, or V AC+DC
 - Full scale reading; 1000 counts
- Crest Factor
 - Range: 1 to 10
 - Full scale reading: 90 counts
- Phase
 - Modes: A to B, B to A
 - Range: 0 to 359°
 - Resolution: 1°
- Vpwm
 - Purpose: To measure on pulse width modulated signals, like motor drive inverter outputs
 - Principle: Readings show the effective voltage based on the average value of samples over a whole number of periods of the fundamental frequency
 - Accuracy: As Vrms for sine wave signals
- o Input A to Common
 - Ohm
 - Ranges: 500 Ω , 5, 50, 500 $k\Omega$, 5, 30 $M\Omega$
 - Accuracy: $\pm (0.6\% + 5 \text{ counts})$ 50 Ω $\pm (2\% + 20 \text{ counts})$
 - Full scale reading: 50 Ω to 5 M Ω 5000 counts; 30 M Ω 3000 counts
 - Measurement current: 0.5 mA to 50 nA, decreases with increasing ranges
 - Open circuit voltage: <4 V
 - Common Continuity (Cont)
 - Beep: $<(30 \Omega \pm 5 \Omega)$ in 50Ω range
 - Measurement current: 0.5 mA
 - Detection of shorts of: ≥ 1 ms
 - Common Diode
 - Measurement voltage: At 0.5 mA: >2.8 V
 - At open circuit: <4 V
 - Measurement current: 0.5 mA
 - Polarity: + on input A, on COM
 - Capacitance (CAP)
 - Ranges: 50, 500 nF, 5, 50, 500 μF
 - Full scale reading: 5000 counts

- Measurement current: 500 nA to 0.5 mA, increases with increasing ranges
- Advanced Meter Functions
 - Zero Set:
 - Set actual value to reference
 - AutoHold (on A):
 - Captures and freezes a stable measurement result. Beeps when stable. AutoHold works on the main meter reading, with thresholds of 1 Vpp for AC signals and 100 mV for DC signals
 - Fixed Decimal Point
 - Activated by using attenuation keys
- Recorder
 - Meter Readings
 - Measurement speed: Maximum 2 measurements
 - Record size (minimum, maximum, average): 2 M readings for 1 channel
 - Recorded time span: 2 weeks
 - Maximum number of events: 1024
 - Waveform Record
 - Maximum sample rate: 400 K samples
 - Size internal memory: 400 M samples recorded time
 - Span internal memory: 15 minutes at 500 μs/div; 11 hours at 20 ms/div
 - Record size SD card: 1.5 G samples
 - Recorded time span SD card: 11 hours at 500 μs/div; 14 days at 20 ms/div
 - Maximum number of events: 64
- o General Specifications
 - Waveform Display
 - Vertical: 10 div of 40 pixels
 - Horizontal: 12 div of 40 pixels
 - Maximum Input Voltage A and B
 - Direct on input or with leads: 600 Vrms CAT IV for derating
 - With banana-to BNC adapter: 600 Vrms for derating
 - Maximum floating voltage from any terminal to ground: 600 Vrms CAT IV, 750 Vrms up to 400 Hz
 - Display
 - Type: 5.7" color active martrix TFT
 - Resolution: 640 x 480
 - Interface
 - Optically isolated: Transfer screen copies (bitmaps), settings and data

- USB to PC/laptop: OC4USB optically isolated USB adapter/cable, (optional), using FlukeView® software for Windows®
- Wireless Radio with Adapter
 - Frequency range: 2412 to 2462 MHz
 - Output power: <100 mW
- Environmental
 - MIL-PRF-28800F, Class 2
- Temperature
 - Battery operation: 32 to 104°F (0 to 40°C)
 - Power adapter operation: 32 to 122°F (0 to 50°C)
 - Storage: -4 to 140°F (-20 to 60°C) non-condensing
- Humidity (Operating)
 - At 32 to 50°F (0 to 10°C): non-condensing
 - At 50 to 86°F (10 to 30°C): 95%
 - At 86 to 104°F (30 to 40°C): 75%
 - At 104 to 122°F (40 to 50°C): 45%
- Altitude
 - Operating at 10,000' (3 km): CAT III 600 V
 - Operating at 6600' (2 km): CAT IV 600 V
 - Storage: 40,000' (12 km)
- EMC Electromagnetic Compatibility
 - USA (FCC): 47 CFR 15 subpart B (this product is considered an exempt device per clause 15.103)
- Enclosure Protection
 - IP51, ref: EN/IEC60529
- Safety
 - General: IEC 61010-1: Pollution Degree 2
 - Measurement: IEC 61010-2-033: CAT IV 600 V/CAT III 750 V
- Memory
 - Internal memory can store 20 data sets (screen waveform and setup)
 - Micro SD card slot with optional SD card (maximum size of 32 GB)
- Power
 - External: Via power adapter BC430
 - Input voltage: 10 to 21 V DC Consumption: 5 W typical
 - Input connector: 5 mm jack
 - Internal: Via battery pack BP290

- Battery power: Rechargeable Li-Ion 10.8 V
- Operating time: 7 hours with 50 % backlight brightness
- Charging time: 4 hours with test tool off, 7 hours with test tool on
- Allowable ambient temperature: 32 to 104°F (0 to 40°C) during charging
- Inclusions
 - 2 x Shielded Test Leads with Ground Leads
 - Black Test Lead
 - Red and Blue Hook Clips
 - Banana to BNC Adapter
 - Wi-Fi USB Adapter
 - Li-Ion Battery Pack
 - Charger/Power Adapter

• Insulated Tool Set

- o Roll Up Pouch
- o Insulated Slotted Screwdriver 3/32, 3"
- o Insulated Slotted Screwdriver 5/32, 4"
- o Insulated Slotted Screwdriver 1/4, 5"
- o Insulated Phillips Screwdriver #1, 3"
- Insulated Phillips Screwdriver #2, 4"
- Insulated Long Nose /w Side Cutter and Gripping Zones
- Insulated Heavy Duty High Leverage Diagonal Cutter
- o Insulated Heavy Duty Linesman Combination Plier
- Other Attributes for screwdrivers, cutters, and pliers
 - All certified to 1000 volts AC and 1500V DC
- Test lead set with accessories (Test Leads, Test Probes, Clips)
 - o TL224 Insulated Test Lead Set
 - Right angle connector on one end and straight on the other
 - Extends test leads by 1.5 meters
 - Silicone-insulated wire resists heat and cold
 - CSA Listed
 - o AC285 Alligator clips
 - One pair (red, black) of large alligator clips with nickel-plated steel jaws
 - Multi-purpose tooth pattern grips anything from fine gauge wire to a 20 mm bolt
 - Recommended for use with TL222 and TL224 test leads
 - CAT IV 600 V; CAT III 1000 V, 10 A rating
 - One year warranty
 - o AC220 Alligator clips
 - Insulated, nickel plated jaws

- Blunt tip grabs round screw heads up to 9.5 mm
- Recommended for use with modular test leads
- CAT IV 600 V, CAT III 1000 V, 10 A rating
- o AC280 Hook clips
 - One pair (red, black) of nickel plated clips
 - Profile narrows to 5.6 mm at tip, hook opening 6.4mm at front, 2 mm at base
 - Recommended for use with TL222 and TL224 test leads
 - CAT IV 600 V, CAT III 1000 V, 3 A rating.
 CSA listed
 - One year warranty
- o <u>TP175</u> test probes for dependable contact with a variety of test points
 - Ratings: CAT II 1000 V, CAT III 1000 V, CAT IV 600 V, 10 A max., Pollution Degree
 - Probes always show correct category rating for tip being used
 - Environmental ratings: -20 °C to 55 °C (-4 °F to 131 °F), altitude: 2000 m (6,562 ft)
 - Conforms to EN61010-031
 - One-year warranty
- o <u>TPAK ToolPak</u> Magnetic hanger for convenient suspension of DMM from a metal surface
 - Durable, strong, rare-earth magnet hanger strap
 - Hang with magnet or hook strap for nonmagnetic surfaces
 - Solves any hanging and positioning problem
 - Easily work hands-free
 - Inclusions
 - 9-inch hook and loop strap
 - Tapered hook and loop strap
 - Universal hanger clip
 - Hook hanger for non-magnetic surfaces
 - Strong magnet
- 80BK-A Integrated Digital Multimeter Temperature Probe
 - Type-K thermocouple with standard shrouded banana jack
 - Convenient one piece construction
 - Compatible with DMMs with temperature measurement functions
 - Measurement range: -40 to 260°C
 - Accuracy: +/- 2.2 °C or 2% whichever is greater ((0 to 260 °C)
 - 1 m (39 in) lead

- One year warranty
- o C116 Protective soft case for DMM and all its accessories
 - Includes adjustable padded space with a moveable divider for protection of two test tools, such as a digital multi-meter and a current probe
 - Durable polyester 600D case construction for long life
 - Compatible with Fluke 20, 70, 11X, 87V, 170
 Series digital multimeters and other similar format test tools
 - One-year warranty

Inclusions:

- 1 year warranty
- Inclusive of installation, configuration, knowledge transfer, service and delivery fees, and all other charges

Additional Requirements:

1. Brochure of equipment/item, specifying its make/model/unit number and specifications. If possible, include performance metrics/reviews, establishing reliability and credibility of the product.

Section VIII. Checklist of Technical and Financial Documents

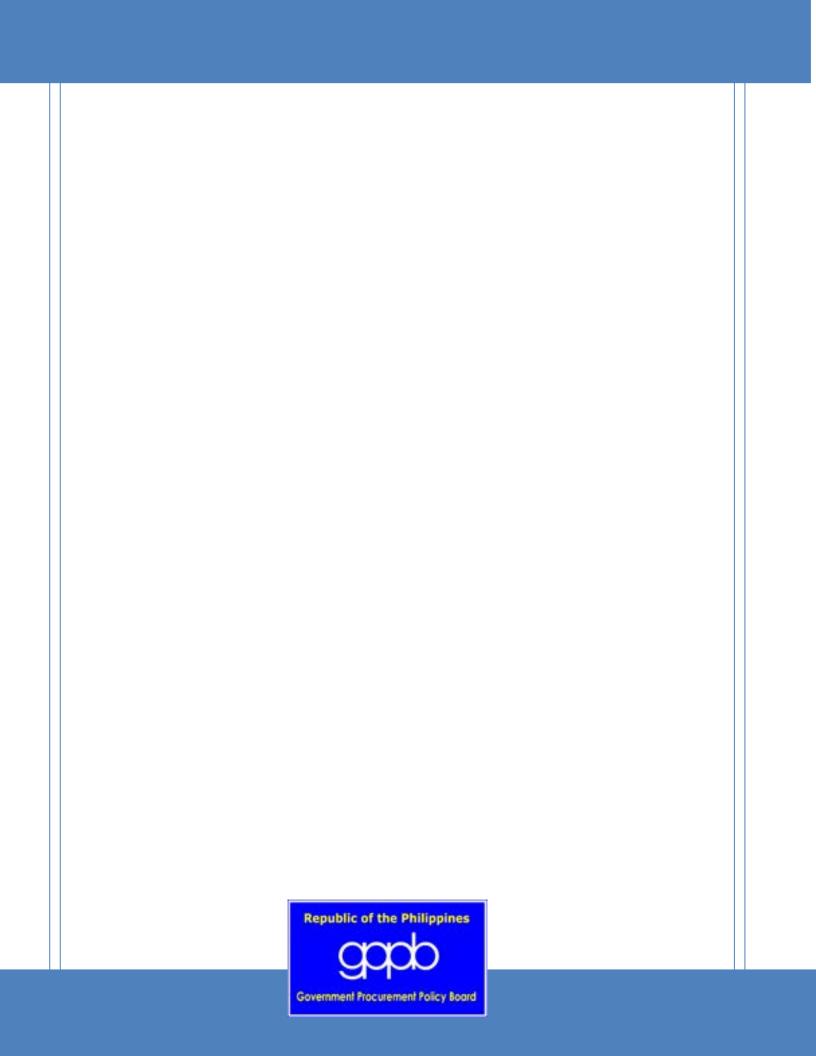
Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

	Class A Documents
Legal Do	<u>cuments</u>
(a)	Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages)
_	in accordance with Section 8.5.2 of the IRR;
<u>Technica</u>	d Documents
(b)	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
(c)	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
(d)	Original copy of Bid Security. If in the form of a Surety Bond, submit also a
_	certification issued by the Insurance Commission;
	<u>or</u>
	Original copy of Notarized Bid Securing Declaration; and
(e)	Conformity with the Technical Specifications, which may include
_	production/delivery schedule, manpower requirements, and/or after-
	sales/parts, if applicable; and
\prod (f)	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.
<u>Financia</u>	<u>l Documents</u>
\Box (g)	The prospective bidder's computation of Net Financial Contracting Capacity
	(NFCC);
	<u>or</u>
	A committed Line of Credit from a Universal or Commercial Bank in lieu of
	its NFCC computation

	Class "B" Documents
(h)	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 do	cumentary requirements under RA No. 9184 (as applicable) [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.
(j)	Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.
II. FINANC	IAL COMPONENT ENVELOPE
(a) (b)	Original of duly signed and accomplished Financial Bid Form; and Original of duly signed and accomplished Price Schedule(s).



STANDARD FORMS

- 1. Bid Form
- 2. Bid Securing Declaration Form
- 3. Omnibus Sworn Statement (Revised)
- 4. Price Schedule

(Note: Please do not delete any of the mandatory provisions in the standard forms.)

Bid Form for the Procurement of Goods

[shall be submitted with the Bid]

BID FOR	RM Date:
Project Identificat	ion No. :

To: [name and address of Procuring Entity]

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to [supply/deliver/perform] [Lot No. and description of the Goods] in conformity with the said PBDs for the sum of [total Bid amount in words and figures] or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: [specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties], which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

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

[Insert this paragraph if Foreign-Assisted Project with the Development Partner:

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address Amount and	
Purpose of of agent Currency	
Commission or gratuity	
(if none, state "None")]	
Until a formal Contract is prepared and executed, this acceptance thereof and your Notice of Award, shall be binding	•
We understand that you are not bound to accept the Loyou may	owest Calculated Bid or any Bid
receive.	
We certify/confirm that we comply with the eligibility PBDs.	requirements pursuant to the

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

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

Name:
Legal capacity:
Signature:
Duly authorized to sign the Bid for and behalf of:
Date:

Bid Securing Declaration Form

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

REPUBLIC OF THE PHILIPPINE	S)
CITY OF	_) S.S.

BID SECURING DECLARATION

Project Identification No.: [Insert number]

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

I/We, the undersigned, declare that:

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

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

AFFIDAVIT

- I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:
- 1. [Select one, delete the other:]

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

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

2. [Select one, delete the other:]

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

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

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, by itself or by relation, membership, association, affiliation, or

<u>controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;</u>

- 4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct:
- 5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
- 6. [Select one, delete the rest:]

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

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

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

- 7. [Name of Bidder] complies with existing labor laws and standards; and
- 8. [Name of Bidder] is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the [Name of the Project].

- 9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
- 10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

IN WITNESS WHEREOF, I have hereunto set my hair	nd this_		day			of
	, 2	0	at	, Philip	pines.	
[Insert	AUT	HORI	BIDDER ZED NTATIVE]	OR	ITS	
[Insert			gal capac	ity]		
	Affi	ant				

[Jurat]

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

Contract Agreement Form for the Procurement of Goods (Revised)

[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]

CONTRACT AGREEMENT

THIS AGREEMENT made the_	_day of	20	_between	[name	of
PROCURING ENTITY] of the Philippine	es (hereina	after called "t	he Entity") of	the one part	and
[name of Supplier] of [city and country o	f Supplier] (hereinafte	r called "the	Supplier") of	f the
other part;					

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly [brief description of goods and services] and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of [contract price in words and figures in specified currency] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- 2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:
 - Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
 - ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial

Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

- iii. Performance Security;
- iv. Notice of Award of Contract; and the Bidder's conforme thereto; and
- v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.
- 3. In consideration for the sum of [total contract price in words and figures] or such other sums as may be ascertained, [Named of the bidder] agrees to [state the object of the contract] in accordance with his/her/its Bid.
- 4. The [Name of the procuring entity] agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

[Insert Name and Signature]

[Insert Signatory's Legal Capacity]

[Insert Signatory's Legal Capacity]

[Insert Signatory's Legal Capacity]

for:

[Insert Name and Signature]

[Insert Signatory's Legal Capacity]

for:

[Insert Procuring Entity]

[Insert Name of Supplier]

<u>Acknowledgment</u>

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

Price Schedule for Goods Offered from Abroad

[shall be submitted with the Bid if bidder is offering goods from Abroad]

For Goods Offered from Abroad								
Name of Bidder Project ID No Page of								
1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border	Total CIF or CIP price per item	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)
				point or place of destination)	(coi. 4 x 3)			
Name:								
Name: Legal Capacity:								
Signatu	ıre:							_
Duly a	uthorized to	sign the	Bid for an	d behalf of:				

Price Schedule for Goods Offered from Within the Philippines

[shall be submitted with the Bid if bidder is offering goods from within the Philippines]

For Goods Offered from Within the Philippines

Name of Bidder	Project ID No.PBM 2022-25	Page of
Name of bluder	Project ID No.PBW 2022-25	Page oi

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

Name:
Legal Capacity:
Signature:
Ouly authorized to sign the Bid for and behalf of