

SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF CCTV SURVEILLANCE MONITORING FOR **NEW SITES FOR PMOs**

BID DOCS ASD-140-2023

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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.



#### INVITATION TO BID

## FOR THE SUPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF CCTV SURVEILLANCE MONITORING FOR NEW SITES FOR PMOs

The Philippine Ports Authority, through the Corporate Budget of the Authority for CY 2023, intends to apply the sum of P330,000,000.00 being the Approved Budget for the Contract (ABC) to payments under the contract for the Supply, Delivery, Installation, and Commissioning of CCTV Surveillance Monitoring for New Sites for PMOs (ASD-140-2023). Bids received in excess of the ABC shall be automatically rejected at bid opening.

The Philippine Ports Authority now invites bids for the above Procurement Project. Delivery and inspection of all CCTV Surveillance Monitoring Units is required within Sixty (60) calendar days at the PPA Head Office from receipt by the winning bidder of the Notice to Proceed. The winning bidder shall supply and deliver to PPA and install and commission the required surveillance cameras at the areas of deployment within One Hundred Eighty (180) calendar days from receipt of the Notice to Proceed. 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).

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) 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 5183.

Prospective Bidders may obtain further information from the Philippine Ports Authority Bids and Awards Committee (BAC) and inspect the Bidding Documents at the address given below during 8:00 a.m. to 5:00 p.m., Monday to Friday.

A complete set of Bidding Documents may be acquired by interested Bidders on **03 October 2023** from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Fifty Thousand (P50,000.00) Pesos.** The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person.

The Philippine Ports Authority's Bids and Awards Committee will hold a Pre-Bid Conference on 12 October 2023 at 10:00 a.m. at the PPA Function Room, 7th Floor, PPA Bldg., Bonifacio Drive, South Harbor, Port Area, Manila, which shall be open to all prospective bidders.

Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before 25 October 2023 at 1:00 p.m. Late bids shall not be accepted.

All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 14.

Bid opening shall be on **25 October 2023 at 2:00 p.m.** at the 7th Floor, PPA Building, A. Bonifacio Drive, South Harbor, Port Area, Manila. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

The Philippine Ports Authority 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.

For further information, please refer to:

BAC Secretariat, Philippine Ports Authority 5th Floor, PPA Bldg., A. Bonifacio Drive, South Harbor, Port Area, Manila Telephone Nos. 527-47-35

527-83-56 to 83 loc. 539

PPA Website: www.ppa.com.ph

PhilGEPS Website: www.philgeps.gov.ph

MARK JON'S. PALOMAR

Chairperson, PPA Head Office Bids and Awards Committee for the Procurement of Goods and Consultancy Services (HO-BAC-PGCS)

## Section II. Instructions to Bidders

#### 1. Scope of Bid

The Procuring Entity, PHILIPPINE PORTS AUTHORITY wishes to receive Bids for the Supply, Delivery, Installation and Commissioning of CCTV Surveillance Monitoring for New Sites for PMOs, with identification number ASD-140-2023.

The Procurement Project (referred to herein as "Project") is composed of a single lot, the details of which are described in Section VII (Technical Specifications).

#### 2. Funding Information

- 2.1. The Philippine Ports Authority through its corporate budget for the Calendar Year (CY) 2023 in the amount of THREE HUNDRED THIRTY MILLION PESOS (Php330,000,000.00).
- 2.2. The source of funding is the Corporate Budget of the PHILIPPINE PORTS AUTHORITY.

#### 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 limited to those allowed under the rules may participate in this Project.
- 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 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 at the PPA Function Room, 7th Floor, PPA Building, Bonifacio Drive, South Harbor, Port Area, Manila 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 for One Hundred Twenty (120) calendar days from the date of the opening of bids. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

#### 15. Sealing and Marking of Bids

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

#### 20. Post-Qualification

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

#### 21. Signing of the Contract

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

## **Bid Data Sheet**

ITB	
Clause	
5.3	For this purpose, contracts similar to the Project shall be:
	a. Contract for the Supply/Delivery of Surveillance and Monitoring Equipment and Ancillary Services. Ancillary means the surveillance and supplemental services necessary for quality and reliability of service performance relative to safety, security and operational compliance through digital and process transformation
	b. completed within the last five (5) years prior to the deadline for the submission and receipt of bids.
7.1	Subcontracting is not allowed.
12	The price of the Goods shall be quoted DDP [Manila] 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 Six Million Six Hundred Thousand Pesos (Php6,600,000.00), if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or
	b. The amount of not less than Sixteen Million Five Hundred Thousand Pesos (Php16,500,000.00) if bid security is in Surety Bond.
15	Each Bidder shall submit <b>ONE</b> (1) original and SIX (6) copies of its Technical and Financial Components of its Bid in two (2) separate sealed bid envelopes, which should be submitted simultaneously. Each of the bid documents should be individually sealed.
	All bid documents shall be book-bound with hard cover and properly labelled with index tabs. Failure to comply with the said requirements is a ground for automatic disqualification of the bidder.
19.3	Partial bid is not allowed. The goods are grouped in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.
20.1	No additional requirements.
21.1	No additional requirements.

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** 

· · ·	Special Conditions of Contract			
GCC Clause				
1	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 Sites are Philippine Ports Authority-Head Office, Manila, Port Managers and Terminal Managers of the following Port Management Offices (PMOs) and Terminal Management Offices (TMOs):			
	<ol> <li>TMO Capinpin (OTP Capinpin) PMO Bataan/Aurora</li> <li>TMO Brooke's Point (OTP Brooke's Point)- PMO Palawan</li> <li>TMO Coron (OTP Coron) - PMO Palawan</li> <li>TMO Maasin/Guadalupe/Limasawa (OTP Maasin) (PMO Western Leyte/Biliran)- POB</li> </ol>			
	<ol> <li>TMO Capiz (OTP Culasi)- PMO Panay Guimaras</li> <li>TMO Guimaras (OTP Jordan)- PMO Panay Guimaras</li> <li>TMO Naval/Maripipi (OTP Naval) PMO Western Leyte/Biliran</li> <li>PMO Eastern Leyte/Samar (Baseport Tacloban)</li> </ol>			
	9. TMO Eastern Leyte/Saniar (Baseport Tactobar) 9. TMO Romblon (OTP Romblon)- PMO Batangas 10. TMO Plaridel (OTP Plaridel)- PMO Misamis Occidental/Ozamis 11. PMO Misamis Oriental/CDO (TMO Opol)			
	12. TMO Tablas (OTP Tablas) (ex-Poctoy)- PMO Batangas 13. TMO Talibon (OTP Talibon) PMO Bohol			
	Incidental Services –			
	The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:			

- a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- 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;
- e. Provision for a minimum of four (4) hours training to PPA personnel for the use of the equipment.

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.

#### 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.

#### 2.2 The Terms of Payment shall be as follows:

- a. Upon Delivery of Surveillance Equipment at Head Office 65% of the Cost of the Surveillance Equipment
- b. Upon completed Installation and Commissioning at each port 35% of the Cost of Surveillance Equipment Installed and Commissioned per site.
- c. Monthly Service Fee to include total cost of service component spread over five (5) years from date of activation.

4 Testing will be conducted after installation to the sites before acceptance.

## Section VI. Schedule of Requirements

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

Item Number	Description ¹	Quantity	Total	Delivered, Weeks/Months
	Delivery and Inspection of All CCTV Surveillance Monitoring Units			Within sixty (60) calendar days at the PPA Head Office from receipt by the winning bidder of the Notice to Proceed.
	Delivery, Installation and Commissioning of Multi-Site Surveillance Equipment in the Project Sites and Integration and Interconnectivity of the same for central monitoring, which shall be integrated and interlinked with the existing Central Monitoring Station and Command Center.			The winning bidder shall supply and deliver to PPA and install and commission the required surveillance cameras at the areas of deployment within One Hundred Eighty (180) calendar days from receipt of the Notice to Proceed.
	Remote Surveillance Services of the Project Sites shall be provided to PPA on a 24/7/365 basis.			Within five (5) years from date of activation.

¹ Subject to the Technical Specifications under Item IV of the Terms of Reference.

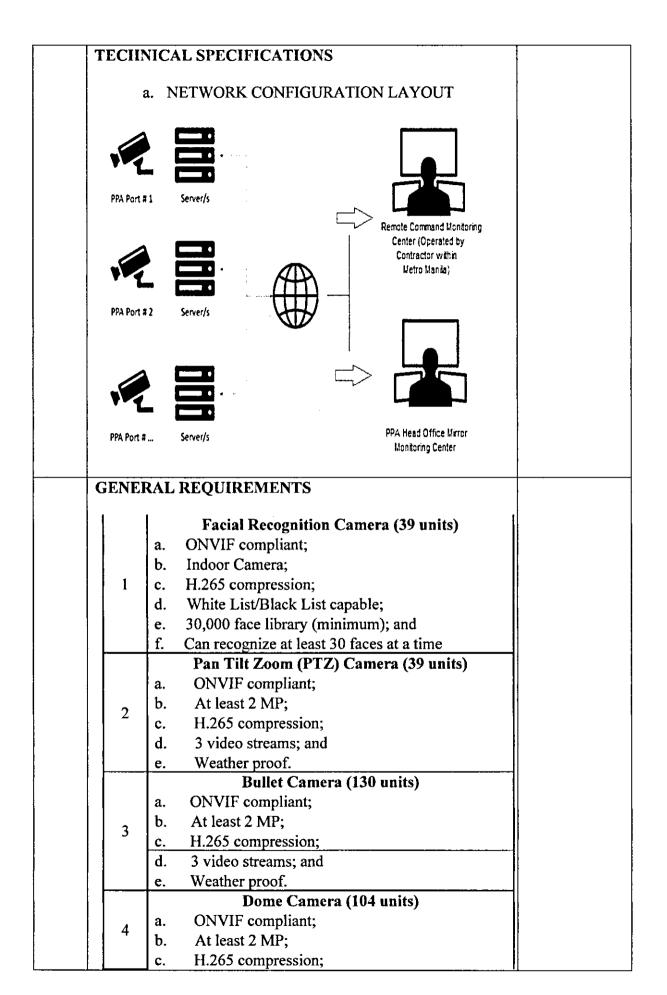
Section VII. Technical Specifications

## **Technical Specifications**

Item	Specification	Statement of
<del>~~</del> ·····		Compliance [Bidders must
		state here
		either
İ		
		"Comply" or "Not Comply"
		"Not Comply"
		against each of the individual
i		parameters of
		each
		Specification
		stating the
		corresponding
		performance
Ì		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
1		issued by the
1		manufacturer,
		samples,
		independent
		test data etc.,
		as
1		appropriate. A

	Supply, Delivery, Installation and Commissioning of CCTV Surveillance Monitoring for New Sites for PMOs	
fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]		
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		
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 that		

SCOP	E OF WORK	; ;	
Securit	y surveillance shall be on a 24/7 basis, for 365 days a year.		
, ,	eas of deployment are the following ports:		
1.	TMO Capinpin (OTP Capinpin) PMO Bataan/Aurora		
2.	TMO Brooke's Point (OTP Brooke's Point)- PMO		
	Palawan		
	TMO Coron (OTP Coron )- PMO Palawan		
4.	TMO Maasin/Guadalupe/Limasawa (OTP Maasin)		
	(PMO Western Leyte/Biliran)- POB		
1	TMO Capiz (OTP Culasi)- PMO Panay Guimaras		
4	TMO Guimaras (OTP Jordan)- PMO Panay Guimaras		
	TMO Naval/Maripipi (OTP Naval) PMO Western		
ł I	Leyte/Biliran		
1 1	PMO Eastern Leyte/Samar (Baseport Tacloban)		
<u> </u>	TMO Romblon (OTP Romblon)- PMO Batangas		
10.	TMO Plaridel (OTP Plaridel)- PMO Misamis		
	Occidental/Ozamis		
ŧ i	PMO Misamis Oriental/CDO (TMO Opol)		
ì I	TMO Tablas (OTP Tablas) (ex-Poctoy)- PMO Batangas		
13.	TMO Talibon (OTP Talibon) PMO Bohol		
The Co	ontract shall be divided into three (3) stages:		
a.	Delivery of all CCTV Surveillance Monitoring to the PPA Head Office.		
	Installation and Commissioning of Multi-Site Surveillance Equipment in the Project Sites and Integration and Interconnectivity of the same for central monitoring, which shall be integrated and interlinked with the existing Central Monitoring Station and Command Center.  Remote Surveillance Services of the Project Sites shall		
	be provided to PPA on a 24/7/365 basis for five (5) years from date of activation.		
PROJ	PROJECT DURATION		
and cor	inning bidder shall supply and deliver to PPA and install mmission the required surveillance cameras at the areas of ment within a period of 180 calendar days (6 months).		
camera	rvice component, or the maintenance of the surveillance as and the remote surveillance of the covered ports shall a period of five (5) years.		



	,		
		d. 3 video streams; and	
		e. Weather proof.	
1		Network Video Recorder (On Site Servers) (13 units)	
		a. Processor must have at least:	
}	1	i. 6 cores;	
		ii. 12 threads; and	
		iii. 3.4 to 4GHz.	
		ni. 3.4 to 40HZ.	
		b. 16 GB x 2 RAM;	
		c. 256 GB x 2SSD;	
	İ	d. Server UPS 2KVA Minimum;	
	1	e. Licensed Operating System (OS) released not later	
	1	than July 29, 2015;	
i		f. Database Technology Software compatible with	
	i	OS with the capability to store the following operator	
	5	and monitoring data per operator:	
		i. Volume of alarms and escalations	
	ł	processed;	
		ļ,	
		ii. Average alarms and escalations processed;	
		in inverse diameter provided in	
		iii. Time processed;	
}		in. Time processed,	
		in Demonstrate Columns and accolations	
		iv. Percentage of alarms and escalations	
	j	processed;	
		v. Frequency of live monitoring;	
	1		
		vi. Escalation management;	
		vii. Alarms and escalations outcomes; and	
		viii. Operator observations.	
		Video Management Server (13 units)	
		a. Processor must have at least:	
	_	· 1	
	6	i. 6 cores;	
	1	ii. 12 threads;	
		iii. 3.6 to 4GHz	
		III. 5.0 to TOTIZ	
<u> </u>	Ь		

F			•
		b. 16 GB x 2 RAM;	
		c. 256 GD x 2SSD;	
		d. Server UPS 2 KVA Minimum	
		e. Licensed Operating System (OS) released not later than July 29, 2015; and	
		f. Database Technology Software compatible with the existing OS and existing Video Management Software with the following capabilities:	
		i. Organizing, viewing and controlling cameras;	* * * * * * * * * * * * * * * * * * *
		ii. Accessing historical videos for investigation and validation;	
		iii. Processing video alarms triggered by analytics; and	
		iv. Enterprise management of onsite surveillance components to ensure overall operational health and scalability.	
		Network Attached Storage/Network Video Recorder (13 units)	
		a. Capable of storing video images on a rolling 30-day basis with overwrite functionalities. The extension of storage capacity is provided as required.	
	7	b. 40 TB HDD;	
		c. HDD hot swap capability;	
		d. Raided; and	
		e. Server UPS 2 KVA Minimum	
		Database Server (13 units)	
		a. Processor must have at least:	
	8	i. 4 cores	
		ii. 4 threads iii. 3.4 GHZ	
		b. 8 GB x 2 RAM;	

<del></del>	r		<u></u>
		c. 256 GB x 2SSD;	
		d. Server UPS 2 KVA Minimum	
		Power Over Ethernet (PoE) Switches (104 units)	
		1. /4 10/100/1000BASE-TX PoE ports plus 4/2 100FX/1000BASE-F SFP slots;	
		2. IEEE 802.3af /IEEE 802.3at PoE Compliant;	
		3. Ultra PoE Supported;	
		4. Software-based IEEE 1588 PTPv2;	
	9	5. L2 Wire-speed Switching Engine;	
	9	6. Network redundant LACP, Spanning tree STP, RSTP & MSTP;	
		7. Fast fail-over protection (< 20 ms);	
		8. CLI/Web/SNMP management interface;	
		9. Dual power input & reverse power protection; and	
	:	10. DIN-Rail and Wall mounting option.	
	-	Fiber Cable (13 units)	
		1. Armored;	
		2. Crush resistance and flexible;	
	10	3. Hydrolesis resistant;	
		4. Moisture proof;	
		5. Temperature rating operation: 40 □ C to 70 □ C;	
		6. 10 GBPS Bandwidth; and	
		7. Standards (with Certificate):	
		i. ISO /IEC 11801;	

		Γ
	ii. ANSI/TIA Cabling Standard 568.2D;	
	iii. IEC 60794-1	
	CAT 6 Cable (13 units)	
	a. ANSI/TIA-568-C.2 and IEC 61156-5 Category 6 component standards. The conductors shall be 24 AWG copper insulated;	
11	b. Certified performance in a 4-connector configuration up to 100 meters; and	
	c. Meets IEEE 802.3af and IEEE 802.3at for PoE applications.	
	Connectivity with Central Command Center and Mirror Command Center (PPA) (1 for each site)	
	a. Provide a secure connectivity solution to deliver feed from at least 13 PPA sites nationwide to Central Command Center and Mirror Command Center;	
12	b. 99.5% guaranteed uptime bandwidth of at least 10 MBPS (symmetric upload and download) per location and 160 MBPS;	
	c. Private/exclusive and cyber secure connection;	
	d. Scalable as increased demand for analytics is further defined;	
	e. The surveillance capability can integrate seamlessly to the existing infrastructure providing ease of maintenance and management of the enterprise for scalability such as:  i. Escalation Management Solution ii. Data (e.g. Reports and Dashboards) iii. Features and Functions	
	f. The addition of the new sites for live remote video surveillance will provide the necessary digital information consistent with the requirements outlined per site.	
13	Central Monitoring Station	

- a. Located in the National Capital Region, with Mayor's/Business Permit;
- b. At least 150 sq. m. exclusively dedicated to remote video monitoring of PPA facilities, as indicated in the floor plan of the Central Monitoring Station;
- c. Layout of the remote video monitoring area of the Central Monitoring Station shall be conducive to monitoring by ensuring that the Remote Video Surveillance Supervisor can see the monitors of all of the Remote Video Surveillance Operators under his/her supervision, while the Remote Video Surveillance Operators should not be able to see the monitors of the Remote Video Surveillance Supervisor and other Remote Video Surveillance Operators, as indicated in the layout plan of the Central Monitoring Station;
- d. Equipped with biometric access controlled magnetic door lock with power supply/battery and time keeping functionalities;
- e. Equipped with a 49" LED Full HD (1080p) TV;
- f. Workstations:
- i. Complete peripherals/accessories (keyboard, mouse, tables, chairs, etc.);
- ii. Three (3) LED screens (24"/75Hz/HDMI/DVI);
- iii. Connected to a central UPS or individually equipped with a UPS, at 1 KVA;
- iv. With 2 access points to the network through structured cabling, utilizing CAT 6 Ethernet cable, as accomplished and certified by a structured cabling provider;
  - v. 8 cores, 8 threads, 3.0GHZ;
  - vi. 32 GB RAM;
  - vii. 500 GB SSD;
  - viii. 6GB 1060 x 2 GPU

- ix. NIC 1GBPS
- x. 750W Power Supply (Minimum)
- g. <u>Secure Network/Server Room</u> (5 sq. m.), as indicated in floor plan, with access monitored and restricted strictly to authorized personnel only by a biometric access controlled magnetic door lock with power supply/battery;
- h. Office Surveillance shall be provided for the Monitoring Area of the Central Monitoring Station thru 2 perspectives (entrance and exit), for a 360 total perspective, as indicated in the layout/floor plan, and by utilizing the following:
  - i. 2 Dome Cameras (entry and exit);
  - ii. Video Management Server; and
  - iii. Network Attached Storage;

The technical specifications of the foregoing are as indicated under items 5, 8 and 9, except that the minimum storage space for the Network Attach Storage shall be 10 TB.

- i. Office Surveillance shall also be provided for the Secure Network/Server Room of the Central Monitoring Station thru 2 perspectives (entrance and exit), for a 360 □ total perspective, as indicated in the layout/floor plan, and by utilizing the following:
  - i. 2 Dome Cameras (entry and exit);
  - ii. Video Management Server; and
  - iii. Network Attached Storage;

The technical specifications of the foregoing are as indicated under items 5, 8 and 9, except that the minimum storage space for the Network Attached Storage shall be 10 TB.

j. Electric Diesel Generator, which must be able to provide sufficient power for air-conditioning and ensure continuous and complete remote surveillance and monitoring of all locations during power interruptions, and with the following minimum specifications:

- i. 75 KVA;
- ii. 230 V;
- iii. 3 phase;
- iv. 60 HZ; and
- v. 1800 RPM.
- k. As it is critical for ensuring focus and attention, a Quiet Room/Resting Area (10 sq.m.) with a bunk bed and/or recliner chair;
- l. To maximize the rest period of all personnel, a Pantry and Eating Area (15 sq.m.) with refrigerator, microwave and dining area for at least 8 persons is available to personnel use;
- m. For team functions, a Conference Room (20 sq.m.) with an 8 seat conference table will be made available;
- n. Male (5 sq.m.) and Female (5 sq.m.) Bathrooms;
- o. The amenities shall be indicated accordingly in a floor plan of the Central Monitoring Station.
- p. Scalable or therefore able to integrate various surveillance solutions (Internet of Things Devices). The integration capability with other systems and accommodate additional areas (up to 1,000,000 cameras) for remote surveillance and monitoring is critical for an ongoing digital transformation of safety and security;
- q. Business Continuity and Recovery Services shall continue to perform 24/7/365 operations for the 20 PPA sites in the event of disruptive event such as an earthquake, typhoon or pandemic.

#### c. PERSONNEL QUALIFICATIONS

The Service Provider shall certify that its existing personnel meet the identified qualifications in working with ports.

	· .		·
		Remote Video Surveillance Supervisor (2	
		Supervisors)	
		<ul> <li>a. College graduate; and</li> <li>b. With at one (1) year experience in supervising a</li> </ul>	
	14	multi-site (at least 20 sites simultaneously) remote video surveillance team (10 or more operators at a time); provide certifications from employer.	
		c. With <u>notarized</u> curriculum vitae (CV), <u>indicating</u> , <u>among others</u> , the relevant experience and training <u>of the required personnel</u> , to be submitted along with the bidding documents.	
		Remote Video Surveillance Operator (20	
		Operators)	
		Operators	}
		a. Criminology graduate;     b. Trained in multi-site (at least 20 sites simultaneously) remote video surveillance operation; provide certifications from employer.	
	15	c. With at least six (6) months experience in multi-site remote video surveillance operation.	
	d. C	d.)With notarized curriculum vitae (CV), indicating, among others, the relevant experience and training of the required personnel, to be submitted along with the bidding documents.  OTHER REQUIREMENTS	
,	<u> </u>		,
		Operations Handbook	
		The Operations Handbook shall articulate the	
		operational framework, including, but not limited to,	
		process flow, roles and responsibilities of personnel,	
		outcomes and reports, for remote multi-site	
		surveillance and monitoring, detailing the standards	
		for such operations and the procedure/protocols by which the standards can be consistently achieved. The	
	16	handbook shall include maps of the locations under	
		remote surveillance, indicating the locations of the	
		cameras and servers. The handbook shall also contain	
		a comprehensive disaster recovery/continuity plan	
		(Business Continuity Plan) in case of natural or man-	
		made disasters, such as, but not limited to, fires,	
	DEST	typhoons, internet and power outages.	
	DELIV	ERY, INSPECTION and TRAINING	

All CCTV Surveillance Monitoring units must be delivered and inspected within sixty (60) calendar days at the PPA Head Office from winning bidder's receipt of Notice to Proceed.	
Delivery, Installation, and Activation at PMOs/Terminals must be within one hundred eighty (180) calendar days from winning bidder's receipt of Notice to Proceed.	
The Supplier must provide a minimum of four (4) hours training to PPA Personnel for the use of the equipment.	
 TESTING	
Testing will be conducted after installation to the sites before acceptance.	
 WARRANTY	
The winning bidder shall warrant the continuous operation of the system for the entire duration of the contract. A Certificate of Warranty to this effect shall be submitted along with the bidding documents.	
If equipment is inoperable and malfunctioning, the winning bidder shall provide maintenance service to the site within seventy two (72) hours after notification within warranty period.	
OTHER REQUIREMENTS	
The following documents must be submitted along with the bidding documents and shall be subject to verification during post-qualification:	
<ul> <li>a. Curriculum Vitae of each of the two (2) Remote Video Surveillance Supervisor and twenty (20) Operator</li> <li>b. Certificate of Experience of all the required personnel</li> <li>c. Operations Handbook</li> <li>d. Certificate of Warranty</li> </ul>	
All other provisions stated in the Terms of Reference not included herein.	

# **Terms of Reference**

# Supply, Delivery, Installation and Commissioning of CCTV Surveillance Monitoring for New Sites for PMOs

This Terms of Reference provides the technical description and other terms and conditions for the Supply, Delivery, Installation and Commissioning of CCTV Surveillance Monitoring for New Sites for use of the Philippine Ports Authority Port Management Offices.

### I. OBJECTIVES

The Philippine Ports Authority seeks to procure surveillance cameras and incorporated services relative to the security coverage of Port Management Offices (PMOs). Fifty-six (56) major sites have been installed with the said equipment and all were integrated and interlinked in a Central Monitoring System located in the PPA Head Office in Manila. To ensure safety and security, it is of great importance to avail once again of these technology for the other PMOs/PPA terminals around the country. The said equipment must be integrated and interlinked to the existing central monitoring station of the PPA.

### II. SCOPE OF SERVICES

Security surveillance shall be on a 24/7 basis, for 365 days a year. The areas of deployment are the following ports:

- 1. TMO Capinpin (OTP Capinpin) PMO Bataan/Aurora
- 2. TMO Brooke's Point (OTP Brooke's Point)- PMO Palawan
- 3. TMO Coron (OTP Coron )- PMO Palawan
- 4. TMO Maasin/Guadalupe/Limasawa (OTP Maasin) (PMO Western Leyte/Biliran)-POB
- 5. TMO Capiz (OTP Culasi)- PMO Panay Guimaras
- 6. TMO Guimaras (OTP Jordan)- PMO Panay Guimaras
- 7. TMQ Naval/Maripipi (OTP Naval) PMO Western Leyte/Biliran
- 8. PMO Eastern Leyte/Samar (Baseport Tacloban)
- 9. TMO Romblon (OTP Romblon)- PMO Batangas
- 10. TMO Plaridel (OTP Plaridel)- PMO Misamis Occidental/Ozamis
- 11. PMO Misamis Oriental/CDO (TMO Opol)
- 12. TMO Tablas (OTP Tablas) (ex-Poctoy)- PMO Batangas
- 13. TMO Talibon (OTP Talibon) PMO Bohol

The Contract shall be divided into three (3) stages:

a. Delivery of all CCTV Surveillance Monitoring to the PPA Head Office.

- b. Installation and Commissioning of Multi-Site Surveillance Equipment in the Project Sites and Integration and Interconnectivity of the same for central monitoring, which shall be integrated and interlinked with the existing Central Monitoring Station and Command Center.
- c. Remote Surveillance Services of the Project Sites shall be provided to PPA on a 24/7/365 basis for five (5) years from date of activation.

### III. PROJECT DESCRIPTION

### a. APPROVED BUDGET FOR THE CONTRACT

The Approved Budget for the Contract is THREE HUNDRED THIRTY MILLION PESOS (Php330,000,000.00).

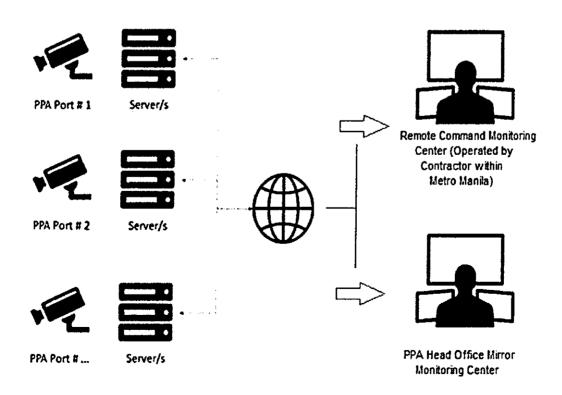
### b. PROJECT DURATION

The winning bidder shall supply and deliver to PPA and install and commission the required surveillance cameras at the areas of deployment within a period of 180 calendar days (6 months).

The service component, or the maintenance of the surveillance cameras and the remote surveillance of the covered ports shall cover a period of five (5) years.

### IV. TECHNICAL SPECIFICATIONS

#### a. NETWORK CONFIGURATION LAYOUT



# b. GENERAL REQUIREMENTS

	Facial Recognition Camera (39 units)						
1	a. ONVIF compliant;						
]	b. Indoor Camera;						
1	c. H.265 compression;						
}	d. White List/Black List capable;						
	e. 30,000 face library (minimum); and						
	f. Can recognize at least 30 faces at a time						
	Pan Tilt Zoom (PTZ) Camera (39 units)						
1	a. ONVIF compliant;						
2	b. At least 2 MP;						
2	c. H.265 compression;						
1	d. 3 video streams; and						
	e. Weather proof.						
	Bullet Camera (130 units)						
	a. ONVIF compliant;						
	b. At least 2 MP;						
3	c. H.265 compression;						
	d. 3 video streams; and						
ļ	e. Weather proof.						
	Dome Camera (104 units)						
	a. ONVIF compliant;						
	b. At least 2 MP;						
4	c. H.265 compression;						
	d. 3 video streams; and						
	e. Weather proof.						
	Network Video Recorder (On Site Servers) (13 units)						
	a. Processor must have at least:						
	i. 6 cores;						
	ii. 12 threads; and						
	iii. 3.4 to 4GHz.						
5	b. 16 GB x 2 RAM;						
	c. 256 GB x 2SSD;						
	d. Server UPS 2KVA Minimum;						
	e. Licensed Operating System (OS) released not later than July 29, 2015;						

Database Technology Software compatible with OS with the capability to store the following operator and monitoring data per operator: i. Volume of alarms and escalations processed; ii. Average alarms and escalations processed; Time processed; iii. Percentage of alarms and escalations processed; iv. Frequency of live monitoring; V. vi. Escalation management; vii. Alarms and escalations outcomes; and Operator observations. Video Management Server (13 units) Processor must have at least: 6 cores; 12 threads: iii. 3.6 to 4GHz b. 16 GB x 2 RAM; 256 GD x 2SSD; C. d. Server UPS 2 KVA Minimum Licensed Operating System (OS) released not later than July 29, 2015; and Database Technology Software compatible with the existing OS and existing Video Management Software with the following capabilities:

Organizing, viewing and controlling cameras;

Accessing historical videos for investigation and validation;

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i.

ii.

1	
	iii. Processing video alarms triggered by analytics; and
	iv. Enterprise management of onsite surveillance components to ensure overall operational health and scalability.
	Network Attached Storage/Network Video Recorder (13 units)
	a. Capable of storing video images on a rolling 30-day basis with overwrite functionalities. The extension of storage capacity is provided as required.
	b. 40 TB HDD;
7	c. HDD hot swap capability;
	d. Raided; and
	e. Server UPS 2 KVA Minimum
	Database Server (13 units)
	a. Processor must have at least: i. 4 cores ii. 4 threads
0	iii. 3.4 GHZ
8	b. 8 GB x 2 RAM;
	c. 256 GB x 2SSD;
	d. Server UPS 2 KVA Minimum
·	Power Over Ethernet (PoE) Switches (104 units)
į	1. /4 10/100/1000BASE-TX PoE ports plus 4/2 100FX/1000BASE-F SFP slots;
9	2. IEEE 802.3af /IEEE 802.3at PoE Compliant;
	3. Ultra PoE Supported;
	4. Software-based IEEE 1588 PTPv2;

ļ	5. L2 Wire-speed Switching Engine;
	6. Network redundant LACP, Spanning tree STP, RSTP & MSTP;
	7. Fast fail-over protection (< 20 ms);
	8. CLI/Web/SNMP management interface;
	9. Dual power input & reverse power protection; and
	10. DIN-Rail and Wall mounting option.
	Fiber Cable (13 units)
	1. Armored;
	2. Crush resistance and flexible;
	3. Hydrolesis resistant;
	4. Moisture proof;
10	5. Temperature rating operation: 40□C to 70□C;
	6. 10 GBPS Bandwidth; and
	7. Standards (with Certificate):
	i. ISO /IEC 11801;
	ii. ANSI/TIA Cabling Standard 568.2D;
	iii. IEC 60794-1
	CAT 6 Cable (13 units)
11	a. ANSI/TIA-568-C.2 and IEC 61156-5 Category 6 component standards. The conductors shall be 24 AWG copper insulated;
	b. Certified performance in a 4-connector configuration up to 100 meters; and

. :

	c. Meets IEEE 802.3af and IEEE 802.3at for PoE applications.
	Connectivity with Central Command Center and Mirror Command Center (PPA) (1 for each site)
	a. Provide a secure connectivity solution to deliver feed from at least 13 PPA sites nationwide to Central Command Center and Mirror Command Center;
12	b. 99.5% guaranteed uptime bandwidth of at least 10 MBPS (symmetric upload and download) per location and 160 MBPS;
	c. Private/exclusive and cyber secure connection;
	d. Scalable as increased demand for analytics is further defined;
	e. The surveillance capability can integrate seamlessly to the existing infrastructure providing ease of maintenance and management of the
	enterprise for scalability such as:  i. Escalation Management Solution
	ii. Data (e.g. Reports and Dashboards) iii. Features and Functions
	f. The addition of the new sites for live remote video surveillance will provide the necessary digital information consistent with the requirements outlined per site.
	Central Monitoring Station
	a. Located in the National Capital Region, with Mayor's/Business Permit;
	b. At least 150 sq. m. exclusively dedicated to remote video monitoring of PPA facilities, as indicated in the floor plan of the Central Monitoring Station;
13	c. Layout of the remote video monitoring area of the Central Monitoring Station shall be conducive to monitoring by ensuring that the Remote Video Surveillance Supervisor can see the monitors of all of the Remote Video Surveillance Operators under his/her supervision, while the Remote Video Surveillance Operators should not be able to see the monitors of the Remote Video Surveillance Supervisor and other Remote Video Surveillance Operators, as indicated in the layout plan of the Central Monitoring Station;
	d. Equipped with biometric access controlled magnetic door lock with power supply/battery and time keeping functionalities;

- e. Equipped with a 49" LED Full HD (1080p) TV;
- f. Workstations:
  - i. Complete peripherals/accessories (keyboard, mouse, tables, chairs, etc.);
  - ii. Three (3) LED screens (24"/75Hz/HDMI/DVI);
  - iii. Connected to a central UPS or individually equipped with a UPS, at 1 KVA;
  - iv. With 2 access points to the network through structured cabling, utilizing CAT 6 Ethernet cable, as accomplished and certified by a structured cabling provider;
  - v. 8 cores, 8 threads, 3.0GHZ;
  - vi. 32 GB RAM;
  - vii. 500 GB SSD;
  - viii. 6GB 1060 x 2 GPU
  - ix. NIC 1GBPS
  - x. 750W Power Supply (Minimum)
- g. <u>Secure Network/Server Room</u> (5 sq. m.), as indicated in floor plan, with access monitored and restricted strictly to authorized personnel only by a biometric access controlled magnetic door lock with power supply/battery;
- h. Office Surveillance shall be provided for the Monitoring Area of the Central Monitoring Station thru 2 perspectives (entrance and exit), for a 360 total perspective, as indicated in the layout/floor plan, and by utilizing the following:
  - i. 2 Dome Cameras (entry and exit);
  - ii. Video Management Server; and
  - iii. Network Attached Storage;

The technical specifications of the foregoing are as indicated under items 5, 8 and 9, except that the minimum storage space for the Network Attach Storage shall be 10 TB.

- i. Office Surveillance shall also be provided for the Secure Network/Server Room of the Central Monitoring Station thru 2 perspectives (entrance and exit), for a 360 total perspective, as indicated in the layout/floor plan, and by utilizing the following:
  - i. 2 Dome Cameras (entry and exit);
  - ii. Video Management Server; and
  - iii. Network Attached Storage;

The technical specifications of the foregoing are as indicated under items 5, 8 and 9, except that the minimum storage space for the Network Attached Storage shall be 10 TB.

- j. Electric Diesel Generator, which must be able to provide sufficient power for air-conditioning and ensure continuous and complete remote surveillance and monitoring of all locations during power interruptions, and with the following minimum specifications:
  - 75 KVA;
  - ii. 230 V;
  - iii. 3 phase;
  - iv. 60 HZ; and
  - v. 1800 RPM.
- k. As it is critical for ensuring focus and attention, a Quiet Room/Resting Area (10 sq.m.) with a bunk bed and/or recliner chair;
- 1. To maximize the rest period of all personnel, a Pantry and Eating Area (15 sq.m.) with refrigerator, microwave and dining area for at least 8 persons is available to personnel use;
- m. For team functions, a Conference Room (20 sq.m.) with an 8 seat conference table will be made available;

- n. Male (5 sq.m.) and Female (5 sq.m.) Bathrooms;
- o. The amenities shall be indicated accordingly in a floor plan of the Central Monitoring Station.
- p. Scalable or therefore able to integrate various surveillance solutions (Internet of Things Devices). The integration capability with other systems and accommodate additional areas (up to 1,000,000 cameras) for remote surveillance and monitoring is critical for an ongoing digital transformation of safety and security;
- q. Business Continuity and Recovery Services shall continue to perform 24/7/365 operations for the 20 PPA sites in the event of disruptive event such as an earthquake, typhoon or pandemic.

### c. PERSONNEL QUALIFICATIONS

The Service Provider shall certify that its existing personnel meet the identified qualifications in working with ports.

	Remote Video Surveillance Supervisor (2 Supervisors)						
14	<ul> <li>a. College graduate; and</li> <li>b. With at one (1) year experience in supervising a multi-site (at least 20 sites simultaneously) remote video surveillance team (10 or more operators at a time); provide certifications from employer.</li> <li>c. With notarized curriculum vitae (CV), indicating, among others, the relevant experience and training of the required personnel, to be submitted along with the bidding documents.</li> </ul>						
	Remote Video Surveillance Operator (20 Operators)						
15	<ul> <li>a. Criminology graduate;</li> <li>b. Trained in multi-site (at least 20 sites simultaneously) remote video surveillance operation; provide certifications from employer.</li> <li>c. With at least six (6) months experience in multi-site remote video surveillance operation.</li> <li>d.) With notarized curriculum vitae (CV), indicating, among others, the relevant experience and training of the required personnel, to be submitted along with the bidding documents.</li> </ul>						

# d. OTHER REQUIREMENTS

	Operations Handbook
16	The Operations Handbook shall articulate the operational framework, including, but not limited to, process flow, roles and responsibilities of personnel, outcomes and reports, for remote multi-site surveillance and monitoring, detailing the standards for such operations and the procedure/protocols by which the standards can be consistently achieved. The handbook shall include maps of the locations under remote surveillance, indicating the locations of the cameras and servers. The handbook shall also contain a comprehensive disaster recovery/continuity plan (Business Continuity Plan) in case of natural or man-made disasters, such as, but not limited to, fires, typhoons, internet and power outages.

# V. DELIVERY, INSPECTION and TRAINING

All CCTV Surveillance Monitoring units must be delivered and inspected within sixty (60) calendar days at the PPA Head Office from winning bidder's receipt of Notice to Proceed.

Delivery, Installation, and Activation at PMOs/Terminals must be within one hundred eighty (180) calendar days from winning bidder's receipt of Notice to Proceed.

The Supplier must provide a minimum of four (4) hours training to PPA Personnel for the use of the equipment.

### VI. TESTING

Testing will be conducted after installation to the sites before acceptance.

### VII. PAYMENTS

The contract shall incorporate the cost of the winning bidder's financial proposal submission, to be laid out as follows:

- a. Upon Delivery of Surveillance Equipment at Head Office 65% of the Cost of the Surveillance Equipment
- b. Upon completed Installation and Commissioning at each port 35% of the Cost of Surveillance Equipment Installed and Commissioned per site.
- c. Monthly Service Fee to include total cost of service component spread over five
   (5) years from date of activation.

# VIII. WARRANTY

The winning bidder shall warrant the continuous operation of the system for the entire duration of the contract. A Certificate of Warranty to this effect shall be submitted along with the bidding documents.

If equipment is inoperable and malfunctioning, the winning bidder shall provide maintenance service to the site within seventy two (72) hours after notification within warranty period.

# IX. OTHER REQUIREMENTS

- 1. The following documents must be submitted along with the bidding documents and shall be subject to verification during post-qualification:
  - a. Curriculum Vitae of each of the two (2) Remote Video Surveillance Supervisor and twenty (20) Operator
  - b. Certificate of Experience of all the required personnel
  - c. Operations Handbook
  - d. Certificate of Warranty
- 2. Must have completed a single contract similar to the contract to be bid whose value must be at least equivalent to fifty percent (50%) of the ABC. For this purpose, a similar contract shall refer to the Supply/Delivery of Surveillance and Monitoring Equipment and Ancillary Services. Ancillary means the surveillance and supplemental services necessary for quality and reliability of service performance relative to safety, security and operational compliance through digital and process transformation.

Genaro P. Mancio, Jr.
Acting Manager/Superintendent
Port Police Department

# Section VIII. Checklist of Technical and Financial Documents

# **Checklist of Technical and Financial Documents**

# I. TECHNICAL COMPONENT ENVELOPE

# Class "A" Documents

	<u>Legal Do</u>	<u>cuments</u>
	(a)	Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;
Гес	hniçal Do	cuments
	(b)	Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether
	(c)	similar or not similar in nature and complexity to the contract to be bid; <u>and</u> Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections
	☐ (d)	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; <u>and</u> 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
	(e)	Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or aftersales/parts, if applicable; and
	(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>	! Documents
	(g)	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

(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 the following:
	a. that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful; and
	b. failure to enter into JVA in the event of a contract award shall be a ground for bid disqualification and subsequent forfeiture of the bid security.
Other do	cumentary requirements under RA No. 9184 (as applicable)
(i)	[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
<b>(i)</b>	government procurement activities for the same item or product. Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.
II. FINANC	CIAL COMPONENT ENVELOPE
(a) (b)	Original of duly signed and accomplished Financial Bid Form; and Original of duly signed and accomplished Price Schedule(s).

# Bid Form for the Procurement of Goods [shall be submitted with the Bid]

[shall be submitted with the Bid]
BID FORM
Date:Project Identification 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] [description of the Goods] in conformity with the said PBDs for the sum of [total Bid amount in words and figures] or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: [specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties], which are itemized herein or in the Price Schedules,
If our Bid is accepted, we undertake:
a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.
Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.
We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive.
We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.
The undersigned is authorized to submit the bid on behalf of [name of the bidder] as evidenced by the attached [state the written authority].
We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.
Name:
Legal capacity:

Signature:	 _
Duly authorized to sign the Bid for and behalf of:	_
Date:	

# Price Schedule for Goods Offered from Abroad [shall be submitted with the Bid if bidder is offering goods from Abroad]

Name of Bidder			_ Project I	D 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 point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDF (col 4 x 8)
					·			
N	ame:							
Si	gnature: _							

# Price Schedule for Goods Offered from Within the Philippines [shall be submitted with the Bid if bidder is offering goods from within the Philippines]

of
~
10
ce, Total Price delivered Final Destination (col 9) x (col 4)
<u> </u>

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

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

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

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

I/We, the undersigned, declare that:

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

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

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

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

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
CONTRACT	ACKERMENT

THIS AGREEMENT made the _____ day of _____ 20 ____ between [name of PROCURING ENTITY] of the Philippines (hereinafter called "the Entity") of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called "the Supplier") of the other part;

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

### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

- iii. Performance Security;
- iv. Notice of Award of Contract; and the Bidder's conforme thereto; and
- v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such

as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

- 3. In consideration for the sum of [total contract price in words and figures] or such other sums as may be ascertained, [Named of the bidder] agrees to [state the object of the contract] in accordance with his/her/its Bid.
- 4. The [Name of the procuring entity] agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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

[Insert Name and Signature]

[Insert Name and Signature]

[Insert Signatory's Legal Capacity]

[Insert Signatory's Legal Capacity]

for:

for:

[Insert Procuring Entity]

[Insert Name of Supplier]

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

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

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

### **AFFIDAVIT**

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

1. [Select one, delete the other:]

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

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

2. [Select one, delete the other:]

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

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

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

- 5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
- 6. [Select one, delete the rest:]

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

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

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

- 7. [Name of Bidder] complies with existing labor laws and standards; and
- 8. [Name of Bidder] is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
  - a. Carefully examining all of the Bidding Documents;
  - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
  - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the [Name of the Project].
- 9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
- 10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to

deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or
the Revised Penal Code.

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

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

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

### Performance Securing Declaration (Revised)

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

,,,	,
*	
REPUBLIC OF THE PHILIPPINES)	
CITY OF) S.S.	

### PERFORMANCE SECURING DECLARATION

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

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

I/We, the undersigned, declare that:

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

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

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

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

# NET FINANCIAL CONTRACTING CAPACITY (NFFC) COMPUTATION

		nes of the bidder's current assets and current liabiliti mitted to the BIR, through its Electronic Filing and Pa	
İ	·		Year 20
	1.	Total Assets	
	2.	Current Assets	
	3.	Total Liabilities	
	4.	Current Liabilities	
i	5.	Net Worth (1-3)	
	6.	Net Working Capital (2-4)	
or u	ncompl	Current asset minus current liabilities) (15)] minus the eted portions of the projects under ongoing contract to be started, coinciding with the contract to be bid	
K =	•		
state	ment:	tached are certified true copies of the income tax retustamped "RECEIVED" by the BIR or BIR authorized preceding year.	
Subr	nitted b	y:	

Name of Supplier/Distributor/Manufacturer

Signature of Authorized Representative

# STATEMENT OF THE BIDDER'S ONGOING GOVERNMENT AND PRIVATE CONTRACTS, INCLUDING CONTRACTS AWARDED BUT NOT YET STARTED

This is to certify thatawarded but not yet started:				has the following ongoing government and private contracts, including contracts			
NAME OF THE CONTRACT	DATE OF THE CONTRACT	CONTRACT DURATION	OWNER'S NAME & ADDRESS	KINDS OF GOODS/SERVICES DELIVERED	AMOUNT OF CONTRACT	VALUE OF OUTSTANDING CONTRACT	DATE OF DELIVERY
							<del></del>
*PROOF OF COI				ALIFICATION.			
Name and Signa	ture of Author	ized Representa	ative		Date		

# STATEMENT OF THE BIDDER'S SINGLE LARGEST COMPLETED CONTRACT (SLCC) SIMILAR TO THE CONTRACT TO BE BID

This is to certify the	nat	has completed the following:					
NAME OF THE CONTRACT	DATE OF THE CONTRACT	CONTRACT DURATION	OWNER'S NAME & ADDRESS	KINDS OF GOODS	AMOUNT OF COMPLETED CONTRACT/S	DATE OF DELIVERY	END USER'S ACCEPTANCE OR OFFICIAL RECEIPT(S) OR SALES INVOICE ISSUED FOR THE CONTRACT*
						-	
							· · · · · · · · · · · · · · · · · · ·
			<del></del>	İ			
			<del>.</del>				
*TO BE ATTACH	IED TO THE S	STATEMENT				•	
Name and Signatur	re of Authorize	d Representativ	ve		Date		