PHILIPPINE BIDDING DOCUMENTS

Republic of the Philippines

PROCUREMENT

OF

GOODS

Adoption of Digital Learning Platform Through ICT Modernization (Campus Network and Security)

(PR 26-10-398)

First Edition
May 2025

Preface

This Philippine Bidding Documents (PBD) for the Government of the Philippines (GoP) for the procurement of Goods through *[Competitive Bidding, Limited Source Bidding, Competitive Dialogue,*[1] *or Unsolicited Offer with Bid Matching*[2]*]* have been prepared by the GoP for use by all branches, agencies, departments, bureaus, offices, or instrumentalities of the government, including government-owned and/or -controlled corporations (GOCC), government financial institutions (GFI), state universities and colleges (SUC), and local government units (LGU) and autonomous regional government use in projects that are financed in whole or in part by the GOP or any foreign government/foreign or international financing institution[3] in accordance with the provisions of the Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 12009.

The Bidding Documents shall clearly and adequately define, among others: (a) the objectives, scope, and expected outputs and/or results of the proposed contract; (b) the eligibility requirements of Bidders, such as track record to be determined by the Head of the Procuring Entity (HoPE); (c) the expected contract duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (d) the obligations, duties, and/or functions of the winning Bidder.

In order to simplify the preparation of the Bidding Documents for each procurement, the PBD groups the provisions that are intended to be used unchanged in Section II. Instructions to Bidders (ITB) and in Section IV. General Conditions of Contract (GCC). Data and provisions specific to each procurement and contract should be included in Section III. Bid Data Sheet (BDS); Section V. Special Conditions of Contract (SCC); Section VI. Schedule of Requirements; and Section VII. Technical Specifications. The forms to be used are provided in Section VIII. Philippine Bidding Document Related Forms.

Prudence must be exercised to check the relevance of the provisions of the PBD against the requirements of the specific Goods to be procured. In addition, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents, except for the notes introducing Section VIII. Philippine Bidding Document Related Forms where the information is useful for the Bidder. The following general directions should be observed when using the documents:

a) All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Project.

b) Specific details, such as the “name of the Procuring Entity” and “address for bid submission,” should be furnished in the ITB, BDS, and SCC. The final documents should contain neither blank spaces nor options.

c) This Preface and the footnotes or notes in italics included in the Invitation to Bid, BDS, SCC, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow. The Bidding Documents should not contain footnotes except Section VIII. Philippine Bidding Document Related Forms since these provide important guidance to Bidders.

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1 For Second Stage of Competitive Dialogue under Section 29.4.2 of IRR of RA No. 12009.
2 For Comparative or Competitive Bidding for Unsolicited Offer under Section 30.7 of IRR of RA No. 12009.
3 Unless the Treaty or International or Executive Agreement expressly provides use of foreign government/foreign or international financing institution procurement guidelines.

d) The cover page should be modified as required to identify the Bidding Documents and date of issue.

e) The Project title page should be modified as required to identify the Project title and number, name and address of the Procuring Entity.

f) If modifications must be made to the bidding requirements, they can be presented in the BDS. Modifications for specific Project or Contract details should be provided in the SCC as amendments to the Conditions of Contract. For easy reference and completion, clauses from the PBD and SCC shall appear in bold type face on Section II. Instructions to Bidders and Section IV. General Conditions of Contract, respectively.

Republic of the Philippines
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PROCUREMENT

OF

GOODS

Adoption of Digital Learning Platform Through ICT Modernization (Campus Network and Security)

PhilGEPS Reference No: 104865
Control Number: 2610398

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

BDS – Bid Data Sheet.

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

CDA - Cooperative Development Authority.

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

COS – Contract of Service.

CPI – Consumer Price Index.

DDP – Delivered Duty Paid.

DOLE – Department of Labor and Employment.

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

GCC - General Conditions of Contract.

GFI – Government Financial Institution.

GOCC – Government-Owned and/or –Controlled Corporation.

GoP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

HoPE – Head of Procuring Entity.

INCOTERMS – International Commercial Terms.

IRR – Implementing Rules and Regulations.

ITB – Instructions to Bidders.

JO – Job Order.

LCB- Lowest Calculated Bid.

LCRB – Lowest Calculated Responsive Bid.

LGU – Local Government Unit

LoC – Letter of Credit.

MAB – Most Advantageous Bid.

MARB – Most Advantageous Responsive Bid.

MEARB – Most Economically Advantageous Responsive Bid.

MYCA – Multi-Year Contracting Authority.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

PSA – Philippine Statistics Authority.

RA No. – Republic Act Number.

SARB – Single Advantageous Responsive Bid.

SCC - Special Conditions of Contract.

SCRB – Single Calculated Responsive Bid.

SEARB – Single Economically Advantageous Responsive Bid.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

UN – United Nations.

Definition of Terms

Bid – a signed offer, proposal, or quotation submitted by a supplier, manufacturer, distributor, contractor, consultant, or service provider in response to the requirements of the Procuring Entity as stated in the Bidding Documents. (IRR, Section 5[c]).

Bidder – a supplier, manufacturer, distributor, contractor, consultant, and service provider, whether public or private, who submits a Bid in response to the requirements of the Procuring Entity as stated in the Bidding Documents. (IRR, Section 5[d]).

Bidding Documents – the documents issued by the Procuring Entity as the basis for Bids, furnishing all information necessary to prospective Bidder to prepare a Bid for the Goods, Infrastructure Projects, and Consulting Services required by the Procuring Entity. (IRR, Section 5[e]).

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.

Contract Price - the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.

Effective Date of the Contract – the date indicated in the contract. However, the Supplier shall commence performance of its obligations only upon receipt of the Notice to Proceed.

Foreign-funded Procurement or Foreign-Assisted Project – refers to the acquisition of Goods, Consulting Services, and the contracting for Infrastructure Projects by the Government of the Philippines which are wholly or partly funded by foreign loans or grants pursuant to a Treaty or International or Executive Agreement.

Framework Agreement – is a procurement strategy which shall be in the nature of an option contract between the Procuring Entity and the Bidder that stipulates the terms and conditions to be applied in subsequent contracts for the procurement of Goods, Infrastructure Projects, and Consulting Services with a single or multiple contractor, manufacturer, supplier, distributor, consultant, and service provider to expand the pool of prospective Bidders, take advantage of economies of scale, minimize the administrative burden of conducting separate procurement activities, and generate time and money savings. (IRR, Section 16.2).

Goods – refer to (i) all items, supplies, and materials, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity; or (ii) general support services which pertain to all types of services except Consulting Services and Infrastructure Projects, such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services. Personnel Services or individual COS or JO engagements do not fall under this definition; (IRR, Section 5[n])

MARB – refers to the award criteria in the procurement of Goods where the considerations for the award of contract are the eligibility of the bidder, the responsiveness of its bid to the technical requirements, and the most advantageous bid in reference to the highest rated offer based on the quality component of the bid.

MEARB – refers to the award criteria in the procurement of Goods where the considerations for the award of contract are the eligibility of the bidder, and the responsiveness of its bid to the technical requirements, and the determination of the most economically advantageous bid in reference to the quality-price ratio allocated to the technical and financial components of the bid.

Online submission – pertains to the submission of the bid for Goods and the bid envelopes containing the technical and financial components of the bid through electronic means or through the electronic bidding facility of the PhilGEPS.

Project – refers to a specific or identified procurement covering Goods, Infrastructure Projects 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.

Services - means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the 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 its Bid. Supplier as used in these Bidding Documents may likewise refer to a manufacturer, distributor, contractor, or consultant, or service provider.

Verified Report - the report submitted by the Implementing Unit to the HoPE setting forth its findings as to the existence of grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.

Section I. Invitation to Bid

Notes on the Invitation to Bid

The Invitation to Bid provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The Invitation to Bid shall be:

a) In line with the principle of transparency and competitiveness and to ensure the widest possible dissemination thereof, all invitations to bid shall be published continuously by the Procuring Entity for seven (7) calendar days on the PhilGEPS website, in any conspicuous place reserved for this purpose in the premises of the Procuring Entity, and in the website or social media platforms of the Procuring Entity, if available, or such other channels as may be authorized by the Government Procurement Policy Board (GPPB), and the website prescribed by the foreign government/foreign or international financing institution, if applicable.

b) For justifiable reasons, a Procuring Entity that cannot publish procurement opportunities on its website, social media platform, or such other channels authorized by the GPPB shall publish its Invitation to Bid, at least once, in a newspaper of general nationwide circulation;

Apart from the essential items listed in the Bidding Documents, the Invitation to Bid should also indicate the following:

a) The availability of the Bidding Documents, which shall commence on the date the Invitation to Bid is first published and continue until the deadline for submission and receipt of bids;

b) The place where the Bidding Documents may be acquired or the website where it may be downloaded;

c) The deadline for the submission and receipt of bids from the last day of publication of the Invitation to Bid;

d) The procurement strategy/ies (e.g. Life Cycle Assessment and Life Cycle Cost Analysis, Subcontracting, Pooled Procurement); and

e) The bid award criterion/criteria (*e.g.*, the application of a margin of preference in bid evaluation).

The Invitation to Bid should be incorporated in the Bidding Documents. The information contained in the Invitation to Bid must conform to the Bidding Documents, particularly to the relevant information in the BDS.

INVITATION TO BID FOR Adoption of Digital Learning Platform Through ICT Modernization (Campus Network and Security)

1) The ***Western Mindanao State University***, through the ***GAA Fund 101***[4] intends to apply the sum of ***One Hundred Thirty-Seven Million Eighty-Nine Thousand Three Hundred Seven Pesos and Eleven Centavos (PHP 137,089,307.11)*** being the Approved Budget for the Contract (ABC) to payments under the contract for **Adoption of Digital Learning Platform Through ICT Modernization (Campus Network and Security).** Bids received in excess of the ABC shall be automatically rejected at bid opening.

2) The ***Western Mindanao State University*** now invites bids for **Adoption of Digital Learning Platform Through ICT Modernization (Campus Network and Security).** Delivery of the Goods is required ***within One Hundred Eighty (180) Calendar Days***. Bidders should have completed, at least ***Three (3) years*** from the date of submission and receipt of bids, contracts 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 competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the IRR of RA No. 12009.

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

4) Interested Bidders may obtain further information from ***Western Mindanao State University*** and inspect the Bidding Documents at the address given below from ***8:00 AM - 5:00 PM Monday to Friday*****.**

5) A complete set of Bidding Documents may be acquired by interested Bidders on ***October 20, 2026 to November 9, 2026 Monday to Friday*** from the address given below ***Procurement Office, Ground Floor Admin. Building, WMSU, Normal Road, Baliwasan, Zamboanga City*** 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 Pesos (Php 50,000.00).***

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

4 Approved Budget for the Contract (ABC) refers to the budget for the contract duly approved by the Head of the Procuring Entity (HoPE), within the authorized amount in the General Appropriations Act (GAA), continuing, and automatic appropriations, or other authorized source of funds, in the case of National Government Agencies (NGAs); the corporate operating budget approved by the governing Boards, pursuant to Executive Order (EO) No. 518, s. 1979, entitled "Establishing a Procedure for the Preparation and Approval of the Operating Budgets of Government Owned or Controlled Corporations, in the case of GOCCs, GFIs, and RA No. 8292, or the "Higher Education Modernization Act of 1997", in the case of SUCs; and the budget for the contract approved by the Sanggunian through an appropriation ordinance in the case of LGUs. For multi-year contracts, for which a Multi-Year Contractual Authority (MYCA) or an equivalent document is required, the ABC shall be the total project cost reflected in the MYCA or equivalent document (Section 5(a), RA No. 12009);

6) The ***Western Mindanao State University*** will hold a Pre-Bid Conference on ***October 27, 2026 @ 9:30 A.M.*** and/or through video conferencing via ***zoom***, which shall be open to prospective Bidders.

7) Bids must be duly received by the Bids and Awards Committee (BAC) Secretariat through ***manual submission*** at the office address indicated below on or before ***November 9, 2026 @ 9:30 A.M.*** Late bids shall not be accepted.

8) All Bids must be accompanied by a Bid Security in any of the acceptable forms and in the amount stated in ITB Clause 16.1.

9) Bid opening shall be on ***November 9, 2026 @ 9:30 A.M*** at ***Procurement Conference Office, Ground Floor Admin. Building, WMSU, Normal Road, Baliwasan, Zamboanga City***. Bids will be opened in the presence of the Bidders' representatives who choose to attend the activity.

10) The contract will be awarded to the bidder who submits the Most Economically Advantageous Responsive Bid (MEARB).

11) The ***Western Mindanao State University*** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Section 70 of R.A. No. 12009, without incurring any liability to the affected Bidder or Bidders.

12) For further information, please refer to:

    Mark Anthony V. Almeda
    Head Secretariat
    Western Mindanao State University
    Normal Road, Baliwasan
    Zamboanga City
    Tel. No.: (062)991-1771 loc. 1002
    Email: bac@wmsu.edu.ph

13) You may visit the following websites:

    For downloading of Bidding Documents: ***www.wmsu.edu.ph*** **and** ***philgeps.gov.ph website***

The WESTERN MINDANAO STATE UNIVERSITY reserves the right to reject any or all Bids pursuant to Section 64 and 70 of RA12009 and to accept the bid most advantageous to the government, and to award the contract by lot, if warranted.

October 20, 2026

DR. FREDELINO M. SAN JUAN
BAC Chairperson for Goods

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

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

This Section contains provisions that shall not be changed or modified. Any amendment shall be reflected on Section III. Bid Data Sheet which consists of provisions that supplement, amend, or specify in detail, information or requirements included in this Section.

Matters governing performance of the Supplier, payments under the contract, or those affecting the risks, rights, and obligations of the parties under the contract are not normally included in this Section, but rather under Section IV. GCC and/or Section V. SCC. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, prudence must be exercised to avoid contradictions between clauses dealing with the same matter.

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A. General

1) Scope of Bid

1.1 The Procuring Entity, named in the **BDS** invites bids for the Project with Identification Number which shall be specified in the **BDS.**

1.2 The Project is composed of number of lots or items as provided in the **BDS**, the details of which are described in Section VII. Technical Specifications.

2) Source of Funds

The Procuring Entity has a budget or has received funds from the Funding Source named in the BDS, and in the amount indicated in the BDS. It intends to apply part of the funds received for this Project to cover eligible payments under the contract.

3) Corrupt, Fraudulent, Collusive, and Coercive Practices

3.1 Unless otherwise specified in the BDS, 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. In pursuance of this policy, the Procuring Entity:

defines, for purposes of this provision, the following terms under existing laws, rules, and regulations:

i) "corrupt practice" means an act by which officials in the public or private sectors improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in RA No. 3019.

ii) "fraudulent practice" means a misrepresentation of facts for purposes of influencing a procurement process or the execution of a contract to the detriment of the Procuring Entity, which includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.

iii) "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.

iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;

v) "obstructive practice" is

a) deliberately destroying, falsifying, altering or concealing of evidence material to administrative proceedings or investigation or making false statements to investigators in order to materially impede administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution relative to allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent the latter from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or

b) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.

Undertakes to reject a proposal for award upon *prima facie* determination that the Bidder recommended for award has engaged in any of the prohibited practices mentioned in this Clause for purposes of competing for the contract.

3.2 Further, the Procuring Entity will seek to impose the maximum civil, administrative, and/or criminal penalties available under applicable laws on individuals and organizations deemed to be involved in any of the practices mentioned in ITB Clause 3.1(a).

3.3 Furthermore, the Funding Source and the Procuring Entity reserve the right to inspect and audit records and accounts of a Bidder or Supplier in the bidding for and performance of a contract themselves or through independent auditors as reflected in the **GCC** Clause 3.

4) Conflict of Interest

4.1 All Bidders found to have conflicting interests shall be disqualified to participate in the procurement at hand, without prejudice to the imposition of appropriate administrative, civil, and criminal sanctions. A Bidder may be considered to have conflicting interests with another Bidder in any of the events described in paragraphs (a) through (c) below and a general conflict of interest in any of the circumstances set out in paragraphs (d) and (f) below:

a) A Bidder has controlling shareholders or beneficial owners in common with another Bidder;

b) A Bidder receives or has received any direct or indirect subsidy from any other Bidder;

c) A Bidder has the same legally authorized representative as that of another Bidder for purposes of this bid;

d) A Bidder has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder or influence the decisions of the Procuring Entity

regarding this bidding process; This may include a firm or an organization that lends, or temporarily seconds, its personnel to firms or organizations that are engaged in consulting services for the preparation related to procurement for or implementation of the project, if the personnel would be involved in any capacity on the same project;

e) A Bidder who participated as a consultant in the preparation of the design or technical specifications of the Goods and related services that are the subject of the bid.

f) A Bidder who lends, or temporarily seconds, its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project, if the personnel would be involved in any capacity on the same project.

4.2 All Bidding Documents shall be accompanied by an omnibus sworn statement of the Bidder that it is not related, by consanguinity or affinity up to the third level, to the HoPE, Procurement Agent (if engaged), the head of the Project Management Office (PMO), the End-User or Implementing Unit or any members of the Bids and Awards Committee (BAC), Technical Working Group (TWG), and BAC Secretariat.

4.3 The Bidder shall also disclose the ultimate beneficial ownership of an entity. Failure to comply shall be a ground for the automatic disqualification of the bid in consonance with Section 59 of the IRR. For this reason, relation to the aforementioned persons within the third civil degree of consanguinity or affinity shall automatically disqualify the Bidder from participating in the procurement of contracts of the Procuring Entity notwithstanding the act of such persons inhibiting themselves from the procurement process. This Clause shall apply to the following persons and affiliates:

a) In the case of individuals or sole proprietorships, to the Bidders and their spouses;

b) In the case of partnerships, to the partnership itself and its partners;

c) In the case of cooperatives, to the cooperative itself and members of the board of directors, general manager or chief executive officer;

d) A partnership, joint venture or consortium which is blacklisted or which has blacklisted member/s or partner/s, as well as a person or entity who is a member of a blacklisted joint venture or consortium, are, likewise not allowed to participate in any government procurement during the period of suspension or blacklisting; and

e) In the case of corporations, a single stockholder, together with their relatives up to the third civil degree of consanguinity or affinity, and their assignees, holding at least twenty percent (20%) of the shares therein, its chairperson and president, shall be blacklisted after they have been determined to hold the same controlling interest in a previously blacklisted corporation or in two corporations that have been blacklisted; the corporations of which they are part of shall also be blacklisted.

5) Eligible Bidders

5.1 Only Bids found to be legally, technically, and financially eligible will be evaluated. For procurement of Goods, the following persons shall be eligible to participate in this bidding:

a) Duly-licensed Filipino citizens or sole proprietorships;

b) Partnerships duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines;

c) Corporations duly organized under the laws of the Philippines, and of which at least sixty percent (60%) of the outstanding capital stock belongs to citizens of the Philippines;

d) Cooperatives duly organized under the laws of the Philippines; and

e) Persons or entities forming themselves into a Joint Venture (JV), i.e., a group of two (2) or more persons or entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, that Filipino ownership or interest of the JV concerned shall be at least sixty percent (60%). For this purpose, Filipino ownership or interest shall be based on the contributions of each of the members of the joint venture as specified in their Joint Venture Agreement (JVA); Provided, further, that the primary purpose of each member of the JV must be similar to or related with the requirements of the project to be bid out.

5.2 Foreign Bidders may be eligible to participate when any of the following circumstances exist, as specified in the BDS:

a) When provided for under any treaty or international or executive agreement as provided in Section 4 of the IRR;

b) When the foreign supplier is a citizen, corporation, or association of a country, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;

c) When the Goods sought to be procured are not available from local suppliers; or

d) When there is a need to prevent situations that defeat competition or restrain trade.

5.3 GOCCs may be eligible to participate only if they can establish that they (a) are legally and financially autonomous, (b) operate under commercial law, and (c) are not attached agencies of the Procuring Entity.

5.4 The Bidder must have completed, within a period of ten (10) years from the submission of the bid, unless a shorter period is indicated in the Invitation to Bid and **BDS**, a Single Largest Completed Contract (SLCC) that is similar to the procurement project to be bid, and whose value must be equivalent to at least fifty percent (50%) of the ABC, adjusted to current prices using the Philippine Statistics Authority (PSA) consumer price indices.

5.5 If the Procuring Entity determines that it is necessary to adopt a different SLCC requirement to ensure broader Bidder participation while establishing their technical capacity, it may allow Bidders to present a combination of contracts completed within the same period, provided their total value is at least fifty percent (50%) of the ABC, thus:

a) The Bidder should have completed at least one (1) similar contract amounting to at least 25% of the ABC; and

b) The Bidder should have completed other contracts, whether similar or not, with an aggregate amount of at least 25% of the ABC.

For this purpose, the Procuring Entity may clarify in the **BDS** the definition or description of what it considers to be a similar project, which must be germane to the kind, class, or genus of goods or services to be procured, guided by the principle of proportionality and fit-for-purpose approach.

5.6 The Bidder must submit a computation of its Net Financial Contracting Capacity (NFCC), which must be at least equal to the ABC to be bid, calculated as follows:

NFCC = [(Current assets minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started coinciding with the contract to be bid.

The values of the domestic Bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements (AFS) submitted to the BIR not earlier than two (2) years prior to date of bid submission.

For purposes of computing the foreign Bidders' NFCC, the value of the current assets and current liabilities shall be based on their latest AFS prepared in accordance with International Financial Reporting Standards.

If the Bidder opts to submit a committed Line of Credit, it must be at least equal to ten percent (10%) of the ABC to be bid. Provided that, if issued by a foreign bank, it shall be confirmed or authenticated by a local bank.

6) Bidder's Responsibilities

6.1 The Bidder or its duly authorized representative shall submit an omnibus sworn statement, in the form prescribed in Section VIII. Philippine Bidding Document Related Forms, as required in ITB Clause 12.1(viii).

6.2 Before submitting their bids, the Bidder is deemed to be knowledgeable with all existing laws, decrees, ordinances, acts and regulations of the Philippines which may affect this Project in any way.

6.3 The Bidder undertook the following responsibilities:

a) Took steps to carefully examine and ensure full understanding and comprehension of the Bidding Documents, its requirements, clauses, and provisions;

b) Acknowledged all conditions, local, or otherwise, affecting the implementation of the contract;

c) Made an estimate of the facilities available and needed for the contract to be bid, if any;

d) Complied with the responsibility to inquire, or secure the Supplemental Bid Bulletin(s) as provided under ITB Clause 10.4;

e) Ensured that it is not "blacklisted" or barred from bidding by the Government of the Philippines (GoP) or any of its agencies, offices, corporations, or LGUs, including foreign government, or foreign or international financing institutions whose blacklisting rules have been recognized by the GPPB; by itself or by reason of its relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity;

f) Ensured that each of the documents submitted in satisfaction with the bidding requirements is an authentic copy of the original, complete, and that all statements and information provided therein are true and correct;

g) Authorized the HoPE or its duly authorized representative/s to verify all the documents submitted;

h) Ensured that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute, and perform any and all acts necessary to participate, submit the bid, to sign, and execute the ensuing contract, accompanied by the duly-notarized Special Power of Attorney, Board, or Partnership Resolution, or Secretary's Certificate, whichever is applicable;

i) Complied with the disclosure provision under Section 81 and 82 of RA No. 12009 and its IRR, in relation to other provisions of RA 3019;

j) Complied with existing labor laws and standards, in the case of procurement of services. Moreover, the Bidder undertakes to:

   i) Ensure the entitlement of workers to wages, hours of work, safety and health and other prevailing conditions of work as established by national laws, rules and regulations; or Collective Bargaining Agreement (CBA); or arbitration award, if and when applicable.

      In case there is a finding by the Procuring Entity or the Department of Labor and Employment (DOLE) of underpayment or non-payment of workers' wages and wage-related benefits, the Bidder agrees that the performance security or portion of the contract amount shall be withheld in favor of the complaining workers pursuant to appropriate provisions of RA No. 12009, without prejudice to the institution of appropriate actions under the Labor Code, as amended, and other social legislations.

   ii) Comply with Occupational Safety and Health Standards (OSHS) and correct deficiencies, if any.

In case of imminent danger, injury, or death of the worker, the Bidder undertakes to suspend contract implementation pending clearance to resume from the DOLE Regional Office, in compliance with the Work Stoppage Order; and

iii) Inform the workers of their conditions of work, labor clauses under the contract specifying wages, hours of work, and other benefits under prevailing national laws, rules and regulations; or CBA; or arbitration award, if and when applicable, through posting in two (2) conspicuous places in the establishment's premises.

k) Ensured that it 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.

l) Examined all instructions, forms, terms, and specifications in the Bidding Documents.

m) Determined and complied with all matters pertaining to the contract to be bid, including but not limited to: (i) the location and the nature of this Project; (ii) climatic conditions; (iii) transportation facilities; and (iv) other factors that may affect the cost, duration, and execution or implementation of this Project.

n) Ensured that all information in the Bidding Documents, including bid or supplemental bid bulletin/s issued, are correct and consistent. The Procuring Entity shall not assume any responsibility regarding erroneous interpretations or conclusions by the prospective or eligible Bidder out of the data furnished by the Procuring Entity.

Failure to observe any of the above responsibilities shall be at the risk of the Bidder concerned.

6.4 Further, the Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Procuring Entity shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

In case of failure of bidding, the Bidding Documents fee may be applied in the re-bidding for the same Project.

6.5 Furthermore, the Bidder should be aware that the Procuring Entity will accept bids only from those that have paid the applicable fee for the Bidding Documents at the office indicated in the Invitation to Bid.

7) Origin of Goods

Unless otherwise indicated in the BDS, there is no restriction on the origin of Goods other than those prohibited by a decision of the United Nations (UN) Security Council taken under Chapter VII of the Charter of the UN.

8) Subcontracts

8.1 Unless otherwise specified in the BDS, the Bidder may subcontract portions of the Goods to an extent as may be approved by the HoPE and as stated in the BDS. However, the subcontracted portion shall not exceed twenty percent (20%), or a different percentage of the ABC, on a per project basis, as approved by the GPPB.

8.2 Subcontracting of any portion of this Project shall not relieve the Bidder from any liability or obligation that may arise from the contract.

8.3 Subcontractors must meet the eligibility criteria and submit the same eligibility documents as the general contractor. Failure of a subcontractor to meet the eligibility criteria does not affect the eligibility of the general contractor for the Project. In such case, the portion intended to be subcontracted to the ineligible subcontractor shall be assumed by the general contractor.

8.4 Subcontracting arrangement, if allowed, including the time of submission of the eligibility documents of the subcontractor, shall be disclosed in the **BDS.**

B. Contents of Bidding Documents

9) Pre-Bid Conference

9.1 If so specified in the BDS, a pre-bid conference shall be held either at the Procuring Entity's physical address and/or online through videoconferencing, webcasting, or similar technology, or a combination thereof, on the date indicated therein, to clarify and address the Bidders' questions on the technical and financial components of this Project.

9.2 The pre-bid conference shall be held at least twelve (12) calendar days before the deadline for the submission and receipt of bids, but not earlier than seven (7) calendar days from the posting of the invitation to bid and other bidding documents in the PhilGEPS.

9.3 Bidders are highly encouraged to attend the pre-bid conference to fully understand the Procuring Entity's requirements. While non-attendance of the Bidder will in no way prejudice its bid. The Bidder is deemed to know any changes and/or amendments to the Bidding Documents, as may be provided in the Supplemental Bid Bulletin.

The proceedings of the pre-bid conference shall be recorded, and the corresponding minutes shall be prepared not later than five (5) calendar days after the pre-bid conference. The minutes shall be made available to prospective Bidders not later than five (5) days upon written request.

9.4 Decisions of the BAC amending any provision of the Bidding Documents shall be issued in writing through a Supplemental Bid Bulletin at least seven (7) calendar days before the deadline for the submission and receipt of bids.

10) Clarification and Amendment of Bidding Documents

10.1 Prospective Bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such request must be in writing and submitted to the BAC of the Procuring Entity at the address or electronic mail indicated in

the BDS or through the electronic bidding facility of PhilGEPS, as may be applicable, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10.2 The BAC shall respond to the said request by issuing a Supplemental Bid Bulletin duly signed by the BAC Chairperson. It shall be made available to all those who have properly secured the Bidding Documents, at least seven (7) calendar days before the deadline for the submission and receipt of Bids.

10.3 Supplemental Bid Bulletins may also be issued upon the Procuring Entity's initiative for purposes of clarifying or modifying any provision of the Bidding Documents not later than seven (7) calendar days before the deadline for submission and receipt of Bids. Any modification to the Bidding Documents shall be identified as an amendment.

10.4 Any Supplemental Bid Bulletin issued by the BAC shall also be posted in the PhilGEPS, in any conspicuous place in the premises of the Procuring Entity, and on the website or social media platforms of the Procuring Entity, if available, or such other channels as may be authorized by the GPPB. It shall be the responsibility of all prospective Bidders, including those who have properly secured the Bidding Documents, to inquire and secure Supplemental Bid Bulletins that may be issued by the BAC. However, Bidders who have submitted bids before the issuance of the Supplemental Bid Bulletin must be accordingly informed by the BAC and be allowed to modify or withdraw their bids prior to the deadline for the submission and receipt of bids in accordance with ITB Clause 21.

C. Preparation of Bids

11) Language of Bids

The eligibility requirements or statements, the bids, and all other documents to be submitted to the BAC must be in English. If the eligibility requirements or statements, the bids, and all other documents submitted to the BAC are in foreign language other than English, it must be accompanied by a translation of the documents in English. The documents shall be translated by the relevant foreign government agency, the foreign government agency authorized to translate documents, or a registered translator in the foreign Bidder's country. The Bidder shall cause the authentication of the translated documents and shall be authenticated by the appropriate Philippine foreign service establishment or post or the equivalent office having jurisdiction over the foreign Bidder's affairs in the Philippines. The English translation shall govern, for purposes of interpretation of the bid.
However, for Contracting Parties to the Apostille Convention, the documents shall be authenticated through an apostille by the Competent Authority, as defined in Section 20.9.2 of [the] IRR, except for countries identified by the DFA that will still require legalization (red ribbon) by the relevant Embassy or Consulate.

12) Documents Comprising the Bid: Technical and Financial Components

12.1 The first bid envelope shall contain the following technical documents, including the eligibility documents:

i) PhilGEPS Certificate of Registration (Platinum Membership);

ii) Statement of SLCC;

iii) NFCC Computation or committed Line of Credit (LoC);

iv) Statement 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;

v) *[if applicable]* JVA) or in the absence of a JVA, duly notarized statements from all potential JV partners stating that they will enter into and abide by the provisions of the JVA in the event that the bid is successful;

vi) Bid Security in the prescribed form and amount in accordance with ITB Clause 16, and validity period under ITB Clause 15;

vii) Technical Specifications, which may include production or delivery schedule, manpower requirements, or after-sales service or parts, if applicable;

viii) Omnibus Sworn Statement; and

ix) For foreign Bidders claiming eligibility by reason of their country's extension of reciprocal rights to Filipinos, a certification from the relevant government office of their country stating that Filipinos are allowed to participate in their government procurement activities for the same item or product.

12.2 The second bid envelope shall contain the following financial documents:

a) Bid Form which includes the Bid price;

b) Price Schedules in accordance with ITB Clause 13.1; and

c) *[if applicable]* Certificate of Domestic Preference, in accordance with ITB Clause 25.

12.3 Whenever necessary, modifications may be made to the foregoing components specifically for major and specialized procurement to suit the particular needs of the Procuring Entity, subject to the approval of the GPPB.

12.4 All bids that exceed the ABC shall not be accepted. Unless otherwise indicated in the **BDS**, for foreign-funded procurement, the ABC shall be applied as the ceiling to bid prices provided the following conditions are met:

a) Bidding Documents are obtainable free of charge on a freely accessible website. If payment of Bidding Documents is required by the Procuring Entity, payment could be made upon the submission of bids.

b) The Procuring Entity has procedures in place to ensure that the ABC is based on recent estimates made by the responsible unit of the Procuring Entity and that the estimates reflect the quality, supervision and risk, and inflationary factors, as well as prevailing market prices, associated with the types of works or goods to be procured.

c) The Procuring Entity has trained cost estimators in estimating prices and analyzing bid variances.

d) The Procuring Entity has established a system to monitor and report bid prices relative to ABC and engineer's/procuring entity's estimate.

e) The Procuring Entity has established a monitoring and evaluation system for contract implementation to provide feedback on actual total costs of goods and works.

However, the GoP and the foreign government, or foreign or international financing institutions may agree to waive the foregoing conditions.

13) Bid Prices

13.1 The Bidder shall accomplish the Price Schedule Form as prescribed by the Procuring Entity, which may include the following details:

a) For Goods offered from within the Philippines:

i) The price of the Goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable);

ii) The cost of all customs duties and sales and other taxes already paid or payable;

iii) The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and

iv) The price of other (incidental) services, if any, listed in the **BDS**.

b) For Goods offered from abroad:

i) Unless otherwise stated in the BDS, the price of the Goods shall be quoted Delivery 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, listed in the BDS.

c) For Services, based on the form which may be prescribed by the Procuring Entity, in accordance with existing laws, rules and regulations.

13.2 The Bidder shall accomplish the appropriate Price Schedule included herein, stating the unit prices, total price per item, the total amount and the expected countries of origin of the Goods to be supplied under this Project. The Bidder shall fill in rates and prices for all items of the Goods described in the Price Schedule, which shall be presented and computed using up to two (2) decimal places, unless otherwise indicated in the **BDS.**

13.3 If the Instructions to Bidders specifically allow partial bids, bids not addressing or providing all of the required items in the Bidding Documents including, where applicable, the Price Schedule, shall be considered non-responsive and shall be automatically disqualified. However, when no price or a zero (0) or a dash (-) is indicated in a required item in the bid form, the same shall be construed

that it is being offered for free to the Government, except those required by law or regulations to be provided for.

The terms Ex Works (EXW), Cost, Insurance and Freight (CIF), Cost and Insurance Paid to (CIP), (DDP), and other trade terms used to describe the obligations of the parties, shall be governed by the rules prescribed in the current edition of the International Commercial Terms (INCOTERMS) published by the International Chamber of Commerce, Paris.

13.4 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or price escalation on any account. A bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected.

14) Bid Currencies

14.1 Prices shall be quoted in the following currencies:

a) For Goods that the Bidder will supply from within the Philippines, the prices shall be quoted in Philippine Peso.

b) For Goods that the Bidder will supply from outside the Philippines, the prices may be quoted in the local or tradeable currency/ies accepted by the *Bangko Sentral ng Pilipinas* (BSP), as stated in the BDS. However, for purposes of bid evaluation, bids denominated in foreign currencies shall be converted to Philippine currency based on the exchange rate published in the BSP Daily Reference Exchange Rate Bulletin on the day of the bid opening.[5]

14.2 If so allowed in accordance with ITB Clause 14.1, the Procuring Entity, for purposes of bid evaluation and comparing the bid prices, will convert the amounts in various currencies in which the bid price is expressed to Philippine Peso at the foregoing exchange rates.

14.3 Unless otherwise specified in the **BDS**, payment of the contract price shall be made in Philippine Peso.

15) Bid Validity

15.1 Bids shall remain valid for the period specified in the BDS which shall not exceed one hundred twenty (120) calendar days from the date of the opening of bids.

15.2 Should it become necessary to extend the validity of the bids and the bid securities beyond one hundred twenty (120) calendar days, the Procuring Entity concerned shall request in writing all those who submitted bids for such extension before the expiration date therefor. Bidders, however, shall have the right to refuse to grant such extension without forfeiting their Bid Security.

16) Bid Security

5 RA No. 8183, Act to assure uniform value of Philippine coin and currency

16.1 The Bidder shall at its option, submit a Bid Security in the form and amount as stated in the **BDS**, which may include the following:

Form of Bid Security	Amount of Bid Security (Not less than the required percentage of the ABC)
Cash or cashier's or manager's check issued by a bank. *For biddings conducted by LGUs, the Cashier's or Manager's check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.*	Two Percent (2%)
Bank draft/guarantee or irrevocable LoC issued by a bank: Provided, however, that it shall be confirmed or authenticated by a local bank, if issued by a foreign bank. *For biddings conducted by LGUs, Bank Draft/Guarantee, or Irrevocable Letter of Credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.*	Five Percent (5%)
Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Five Percent (5%)
d) Bid Securing Declaration	Not Applicable

The Bid Security shall be denominated in Philippine Peso and posted in favor of the Procuring Entity.

16.2 The Bid Security should be valid for the period specified in the BDS. Any bid not accompanied by an acceptable Bid Security shall be considered as non-responsive and rejected by the Procuring Entity.

16.3 In no case shall the Bid Security be returned later than the expiration of the bid validity period indicated in the **BDS**, unless it has been extended. In case the Bidder is required to extend its bid validity, the Bidder may, at its discretion, substitute a Bid Securing Declaration for the extended period as a replacement of its Bid Security; Provided, that the option to substitute is indicated in the **BDS**.

16.4 Upon signing and execution of the contract pursuant to ITB Clause 30, and the posting of the performance security pursuant to ITB Clause 31, the Bid Security of the successful Bidder will be discharged, but in no case later than its validity period as indicated in the ITB Clause 16.2.

16.5 The Bid Security may be forfeited based on any of the following grounds, as provided under Rule VIII, X, XI, and XXI of the IRR.

if a Bidder:

i) Withdraws its bid during the period of bid validity specified in ITB Clause 15;

ii) Does not accept the correction of errors pursuant to ITB Clause 26.5(b) (arithmetical error);

iii) Has a finding against the veracity of any of the documents submitted as stated in ITB Clause 27.2;

iv) Submits eligibility requirements containing false information or falsified documents;

v) Submits bids that contain false information or falsified documents, or the concealment of such information in the bids to influence the outcome of eligibility screening or any other stage of the public bidding;

vi) Allows the use of one's name, or uses the name of another for purposes of public bidding;

vii) Refuses to accept an award or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the Lowest Calculated Responsive Bid (LCRB), Most Economically Advantageous Responsive Bid (MEARB), or Most Advantageous Responsive Bid (MARB);

viii) Refuses or fails to post the required performance security within the prescribed time;

ix) Refuses to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification;

x) Has any documented attempt by a Bidder to unduly influence the outcome of the bidding in its favor; or

xi) Commits other acts that tend to defeat the purpose of the competitive bidding, Competitive Dialogue, Unsolicited Offer with Bid Matching and Limited Source Bidding, such as but not limited to habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.

If a winning Bidder:

i) Fails to sign the contract in accordance with ITB Clause 30;

ii) Fails to furnish performance security in accordance with ITB Clause 31; or

iii) Fails to enter into joint venture after the bid is declared successful, in the case of potential JV partners.

17) Format and Signing of Bids

17.1 Bidders shall submit their bids through their duly authorized representative using the appropriate forms provided in Section VIII. Philippine Bidding Document Related Forms on or before the deadline specified in ITB Clause 19 in two (2) separate sealed bid envelopes which shall be submitted simultaneously, whether through manual or online submission. The first shall contain the technical component of the bid, including the eligibility requirements under ITB Clause 12, and the second shall contain the financial component of the bid. This shall also be observed for each lot in the case of lot procurement.

17.2 Forms as mentioned in ITB Clause 17.1 must be completed without any alterations to their format. No substitute form shall be accepted.

17.3 Each and every page of the Bid Form, including the Price Schedule, under Section VIII hereof, shall be signed by the duly authorized representative/s of the Bidder. Failure to do so shall be a ground for the rejection of the bid.

17.4 Any insertions, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder.

18) Sealing and Marking of Bids

18.1 Bidders shall enclose their technical documents described in ITB Clause 12 in one sealed envelope marked “TECHNICAL COMPONENT”, and the financial component in another sealed envelope marked “FINANCIAL COMPONENT”, sealing them all in an outer envelope marked “BID”.

18.2 The Bid as indicated in the Bidding Documents shall be typed or written in ink and shall be signed by the Bidder or its duly authorized representative/s.

18.3 All envelopes shall:

a) contain the name of the contract to be bid in capital letters;

b) bear the name and address of the Bidder in capital letters;

c) be addressed to the Procuring Entity’s BAC in accordance with ITB Clause 1.1;

d) bear the specific identification of this bidding process indicated in the ITB Clause 1.1; and

e) bear a warning “DO NOT OPEN BEFORE…” the date and time for the opening of bids, in accordance with ITB Clause 19.

18.4 For manually submitted bid envelopes that are not properly sealed and marked, as required in the Bidding Documents, the same shall be accepted; Provided, That the Bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. On the other hand, unsealed or unmarked bid envelopes, or bids that cannot be opened or corrupted in case of online submission, shall be rejected.

The BAC shall assume no responsibility for misplaced or lost contents of the improperly sealed or marked bid, or for its premature opening.

D. Submission and Opening of Bids

19) Deadline for Submission of Bids

Bids must be received by the Procuring Entity's BAC at the address indicated in the Invitation to bid**,** or through the e-bidding facility of the PhilGEPS on or before the date and time indicated in the BDS.

20) Late Bids

Bids, including the eligibility requirements, submitted after the deadline shall be rejected by the BAC. The BAC shall record in the Minutes of the Meeting the submission and opening of bids, the Bidder's name, its representative, and the time the late bid was submitted.

21) Modification and Withdrawal of Bids

21.1 Bidders may modify their bids before the deadline for the submission and receipt of bids.

a) For manual submission and receipt of bids, the Bidders shall not be allowed to retrieve their original bid but shall only be allowed to submit the bid modification by sending another bid, equally sealed, properly identified, linked to their original bid, marked as a "modification," thereof, and stamped "received" by the BAC. Bid modifications received after the applicable deadline shall not be considered and shall be returned to the Bidder unopened.

b) For online submission of bids, the Bidders shall not be allowed to retrieve their original Bid, but shall only be allowed to submit the bid modification, send another Bid equally secured, properly identified labelled as a "modification" of the one previously submitted. The time indicated in the latest bid receipt page generated shall be the official time of submission. Bids modification submitted after the applicable deadline shall not be accepted.

21.2 Bidders may withdraw their bids in writing before the deadline for submission and receipt of bids. Withdrawal of bids after the applicable deadline shall be subject to appropriate sanctions as prescribed in the IRR.

Bidders may also express their intention not to participate in the bidding in writing, which should be received by the BAC before the deadline for submission and receipt of bids. Bidders that withdraw their bids shall no longer be allowed to submit another bid for the same contract, directly or indirectly.

21.3 No bid may be modified after the deadline for submission and receipt of bids. Further, no bid may be withdrawn in the interval between the deadline for submission and receipt of bids, and the expiration of bid validity specified by the Bidder in the Financial Bid Form. Withdrawal of bid during this interval shall result in the forfeiture of the Bidder's Bid Security pursuant to ITB Clause 16.5, and the imposition of administrative sanctions as prescribed by RA No. 12009,

and without prejudice to the imposition of civil and criminal sanctions as provided under applicable laws.

21.4 Alternative Bids shall be rejected. For this purpose, Alternative Bid shall pertain to an offer made by a Bidder in addition or as a substitute to its original bid, which may be included as part of its original bid or submitted separately. A bid with options shall likewise be considered an Alternative Bid regardless of whether said bid proposal is contained in a single envelope or submitted in two (2) or more separate bid envelopes.

21.5 Each Bidder shall submit only one Bid, either individually or as a partner in a JV. Bidder who submits or participates in more than one bid (other than as a subcontractor if a subcontractor is permitted to participate in more than one bid) will cause all the proposals with the Bidder's participation to be disqualified. This shall be without prejudice to any applicable criminal, civil, and administrative penalties that may be imposed upon the persons and entities concerned.

22) Opening and Preliminary Examination of Bids

22.1 The BAC shall open the bids in public, immediately after the deadline for submission and receipt of bids, as specified in the BDS. In case the Bids cannot be opened as scheduled due to justifiable reasons, the BAC shall take custody of the submitted Bids and reschedule the opening of Bids on the next working day or at the soonest possible time, through the issuance of a notice of postponement to be posted on the PhilGEPS website and the website of the Procuring Entity concerned.

22.2 The manner of opening of the bids for Goods shall depend on the award criterion to be adopted as follows:

a) For LCRB and MEARB, the BAC shall open the technical and financial proposals on the same day; and

b) For MARB, only the technical proposals shall be opened on the same day while the financial proposals shall remain unopened and shall be kept securely by the BAC until the specified time of their opening as indicated in the **BDS.** Only the financial proposals of the Bidders who have met the highest technical score for Most Advantageous Bid (MAB) shall be opened.

22.3 The Procuring Entity shall prepare the minutes of the proceedings of the bid opening that shall include, as a minimum: (a) names of Bidders, their bid price (per lot, if applicable, and/or including discount, if any), bid security, findings of preliminary examination, and whether there is a withdrawal or modification; and (b) attendance sheet. The BAC members shall sign the abstract of bids as read.

22.4 The Bidders or their duly authorized representatives may attend the opening of bids. The BAC shall ensure the integrity, security, and confidentiality of all submitted bids. The Abstract of Bids, as read, and the minutes of the bid opening shall be made available to the public, upon written request and payment of a specified fee to recover the cost of materials.

22.5 To ensure transparency and accurate representation of the bid submission, the BAC Secretariat, shall notify in writing all Bidders whose bids it has received

through its PhilGEPS-registered physical address or official e-mail address. The said notice shall be issued within seven (7) calendar days from the date of the bid opening.

E. Evaluation and Comparison of Bids

23) Process to be Confidential

23.1 Members of the BAC, its staff and personnel, Secretariat, and TWG, as well as Observers, are prohibited from making or accepting any communication with any Bidder regarding the evaluation of their bids until the issuance of the Notice of Award, unless otherwise allowed in ITB Clause 24.

23.2 Any effort by a Bidder to influence the Procuring Entity in its decision in respect of bid evaluation, bid comparison or contract award will result in the rejection of the bid.

24) Clarification of Bids

To assist in the evaluation, comparison, and post-qualification of the bids, the Procuring Entity may ask in writing any Bidder for a clarification of its bid. All responses to requests for clarification shall be in writing. Any clarification submitted by a Bidder in respect to its bid that is not in response to the request of the Procuring Entity shall not be considered.

25) Domestic Preference

25.1 The Procuring Entity shall give priority and preference to Philippine products and services. The preference and priority for Philippine products shall be guaranteed at all levels of the procurement process, including raw materials, ingredients, supplies, or fixtures.

25.2 For a period of ten (10) years from the effectivity of RA No. 11981 or the "*Tatak Pinoy* (Proudly Filipino) Act," and for Philippine products and services in sectors and economic activities covered by the prevailing Tatak Pinoy Strategy, the Procuring Entity is mandated to award the contract to the domestic Bidder for Philippine products and services in sectors and economic activities covered by the prevailing *Tatak Pinoy* Strategy (TPS).

Domestic Bidder, for purposes of this provision, refers to any person or entity offering unmanufactured articles, materials, or supplies grown or produced in the Philippines, or manufactured articles, materials, or supplies manufactured or to be manufactured in the Philippines substantially from articles, materials, or supplies that are or will be produced or manufactured in the Philippines, as the case may be.

25.3 After the said ten-year period, the domestic preference shall be subject to a margin of preference to be determined by the *Tatak Pinoy* Council which shall not be lower than fifteen percent (15%).

25.4 For products and services governed by the TPS, the domestic preference in procurement shall be in accordance with the IRR or guidelines issued for the *Tatak Pinoy Act.*

25.5 The Procuring Entity shall award the Project to the domestic Bidder if the bid is not more than twenty-five percent (25%) in excess of the lowest foreign bid. The margin of preference provided herein shall be subject to periodic review and adjustment by the GPPB, as may be necessary.

25.6 A Domestic Bidder can only claim preference if it secures from the appropriate agency a certification that the articles forming part of its bid are substantially composed of articles, materials, or supplies grown, produced, or manufactured in the Philippines.

25.7 The preference herein established may be waived should any of the following conditions be present as provided in the **BDS**:

a) Where domestic production is insufficient or unavailable in the required commercial quantities;

b) Where the specific or desired quality is not met;

c) Where domestic preference will result in inconsistencies with the Philippines' obligations under treaty or international or executive agreements; or

d) Other analogous circumstances.

26) Detailed Evaluation and Comparison of Bids

26.1 The Procuring Entity's evaluation of bids shall be based on the bid price quoted in the Bid Form, which includes the Price Schedule.

26.2 The Procuring Entity will undertake the detailed evaluation and comparison of the bids which have passed the opening and preliminary examination of bids, pursuant to ITB Clause 22, to determine the Lowest Calculated Bid (LCB), Most Economically Advantageous Bid (MEAB), and MAB.

26.3 The award criterion shall be determined as follows:

a) For LCB

i) The detailed evaluation of the financial component of the bids, to establish the correct calculated prices of the bids; and

ii) The ranking of the total bid prices as so calculated from the lowest to the highest, where the bid with the lowest price shall be identified as the LCB.

b) For MEAB, the BAC shall evaluate the quality and price proposals to determine the Most Economically Advantageous Bid (MEAB) using the following steps:

i) The quality proposal together with the price proposal shall be considered in the evaluation of bids. The quality proposals shall be evaluated first using the criteria in the **BDS**. The price proposals of the bids that meet the minimum quality score shall then be opened.

ii) The price and quality proposals shall be given corresponding weights with the price proposal given a minimum weight of fifteen percent (15%) up to a maximum of forty percent (40%). The weight of the quality criteria shall be adjusted accordingly such that their total weight in percent together with the weight given to the price proposal shall be equal to one hundred percent (100%).

iii) To further promote green public procurement, the sustainability of products, or materials with green specifications shall be given greater weight in the evaluation of bids. As approved by the BAC, the exact weights shall be indicated in the **BDS**. The BAC shall rank the Bidders in descending order based on the combined numerical ratings of their quality and price proposals. The Bidder with the best overall score using the quality-price ratio shall be referred to as the MEAB.

iv) The HoPE shall approve or disapprove the recommendations of the BAC within two (2) calendar days after receipt of the results of the evaluation from the BAC.

c) For MAB

i) BAC shall evaluate the quality proposals to determine the MAB using the quality components. The quality components shall be assessed on the basis of the criteria with corresponding numerical weights indicated in the **BDS** to determine the Bidder with the highest technical rating.

ii) The second bid envelope of the Bidder obtaining the highest technical rating shall be opened. If the financial proposal is equal to or lower than the ABC, the bid shall be accepted and determined as the MAB; otherwise, the same shall be rejected and the Bidder will be disqualified.

26.4 In order to eliminate bias in evaluating the quality proposals, it is recommended that the highest and lowest scores for each Bidder for each criterion shall not be considered in determining the average scores of the Bidders, except when the evaluation is conducted in a collegial manner.

26.5 The BAC shall immediately conduct a detailed evaluation of all bids using non-discretionary criteria in considering the following:

a) Completeness of the bid. Unless the BDS allows partial bids, bids not addressing or providing all of the required items in the **BDS**, shall be considered non-responsive and, thus, automatically disqualified.

However, when no price or a zero (0) or a dash (-) is indicated in a required item in the bid form, the same shall be construed that it is being offered for free to the Government, except those required by law or regulations to be provided for; and

b) Arithmetical corrections. The BAC shall apply arithmetical corrections on computational errors and omissions to enable proper comparison of all eligible bids. Bid corrections may also be considered if expressly allowed

in the **BDS**. Any adjustment shall be calculated in monetary terms to determine the calculated prices.

26.6 Based on the detailed evaluation of bids, those that comply with the above-mentioned requirements shall be ranked in the ascending order of their total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, to identify the LCB, MEAB, or MAB. Total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, which exceed the ABC shall not be considered, unless otherwise indicated in the BDS.

26.7 The BAC shall evaluate all bids on an equal footing to ensure fair and competitive bid comparison. For this purpose, all Bidders shall be required to include in their bids the cost of all taxes, such as, but not limited to, value added tax (VAT), income tax, local taxes, and other fiscal levies and duties, whichever is applicable, as itemized in the bid form and reflected in the detailed estimates. Such bids, including said taxes, shall be the basis for bid evaluation and comparison.

26.8 If so indicated pursuant to ITB Clause 1.2, bids may be submitted for individual lots or for any combination thereof, provided that all bids and combinations of bids shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid prices quoted shall correspond to all items specified for each lot and to all quantities specified for each item of a lot. Bid Security as required by ITB Clause 16 shall be submitted for each contract (lot) separately. The basis for evaluation of lots is specified in **BDS** Clause 26.5.

26.9 In order to eliminate bias in evaluating the quality proposals, it is recommended that the highest and lowest scores for each Bidder for each criterion shall not be considered in determining the average scores of the Bidders, except when the evaluation is conducted in a collegial manner.

27) Post-Qualification

27.1 The BAC shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the LCB, MEAB, or MAB as the case may be, complies with and is responsive to all the requirements and conditions specified in ITB Clauses 5, 12.1, and 12.2. The Bidder, within five (5) calendar days from receipt of notice from the BAC that it submitted the LCB, MEAB, or MAB shall submit all the eligibility documents supporting its PhilGEPS Certificate of Registration (Platinum Membership), its latest income and business tax returns filed for the preceding quarter which should not be earlier than two (2) quarters from the date of submission and receipt of bid, and other appropriate licenses and permits required by law and stated in the BDS.

27.2 Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the Bidder for award; Provided, That in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the Bid Security.

27.3 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted pursuant to ITB Clauses 12.1 and 12.2, as well as other information as the Procuring Entity deems necessary

and appropriate, using a non-discretionary “pass/fail” criterion, which shall be completed within a period of twelve (12) calendar days.

27.4 If the BAC determines that the Bidder with the LCB, MEAB, or MAB fails to meet the post-qualification criteria, it shall immediately notify the said Bidder in writing of its post-disqualification and the grounds for such determination.

27.5 Immediately after the BAC has notified the first Bidder of its post-disqualification, and notwithstanding any pending request for reconsideration thereof, the BAC shall initiate and complete the same post-qualification process on the Bidder with the second LCB, MEAB, or MAB. If the second Bidder passes the post-qualification and the request for reconsideration of the first Bidder has been denied, the second Bidder shall be post-qualified as the Bidder with the LCB, MEAB, or MAB.

27.6 If the second Bidder, however, fails the post-qualification, the procedure for post-qualification shall be repeated for the Bidder with the next LCB, MEAB, or MAB and so on, until the LCRB, MEARB, MARB, as the case may be, is determined for award, subject to the procedure of Notice and Execution of Award.

27.7 If the BAC determines that the Bidder with the LCB, MEAB, or MAB passes all the criteria for post-qualification, it shall declare the said bid as the LCRB, MEARB, MARB, Single Calculated Responsive Bid (SCRB), Single Economically Advantageous Responsive Bid (SEARB), or Single Advantageous Bid (SARB).

27.8 Within a period not exceeding ten (10) calendar days from the determination and declaration through a resolution by the BAC of the LCRB, MEARB, MARB, SCRB, SEARB, or SARB, as the case may be, and the recommendation of the award, the HoPE or its duly authorized representative shall approve or disapprove the said recommendation.

27.9 In case of approval, the HoPE or its duly authorized representative shall immediately issue the Notice of Award to the Bidder with the LCRB, MEARB, MARB, SCRB, SEARB, or SARB, as the case may be.

In the event that the approving authority shall disapprove the resolution on the award of the contract, such disapproval shall be based only on valid, reasonable, and justifiable grounds to be expressed in writing. A copy of the decision disapproving the resolution shall be furnished to the BAC and the Bidder.

28) Reservation Clause

28.1 Notwithstanding the eligibility or post-qualification of a Bidder and without incurring any liability, the HoPE or its duly authorized representative at any stage of the procurement, reserves the right to review its qualifications, reject any and all bids, declare a failure of bidding or not award the contract in the following situations:

a) If it has reasonable grounds to believe that a misrepresentation has been made by the said Bidder, or that there has been a change in the Bidder’s

capability to undertake the project from the time it submitted its eligibility requirements.

b) Should such review uncover any misrepresentation made in the eligibility and bidding requirements, statements or documents, or any changes in the situation of the Bidder which will adversely affect its capability to undertake the Project so that it no longer meets the prescribed eligibility or bid evaluation criteria, the Procuring Entity shall consider the said Bidder as ineligible and disqualify it from participating further in the bidding process or being awarded the contract.

28.2 Based on any of the following grounds, the Procuring Entity reserves the right to reject any and all bids, declare a Failure of Bidding at any time prior to the contract award, or not to award the contract, without thereby incurring any liability, and make no assurance that a contract shall be entered into as a result of the bidding:

a) If there is *prima facie* evidence of collusion between appropriate public officers or employees of the Procuring Entity, or between the BAC and any of the Bidders, or if the collusion is between or among the Bidders themselves, or between a Bidder and a third party, including any act which restricts, suppresses or nullifies, or tends to restrict, suppress or nullify competition or influences or tends to influence the bidding process;

b) If the BAC is found to have failed in complying with the applicable law or in following the prescribed bidding procedures; or

c) If there are any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the government, in instances where (i) the physical and economic conditions have significantly changed so as to render the Project no longer economically, financially, or technically feasible as determined by the HoPE; (ii) the Project is no longer necessary as determined by the HoPE; and (iii) the source of funds for the Project has been withheld or reduced through no fault of the Procuring Entity.

F. Award of Contract

29) Contract Award

29.1 Subject to ITB Clause 27, the HoPE or its duly authorized representative shall award the contract to the Bidder whose bid has been determined to be the LCRB, MEARB, MARB, SCRB, SEARB, or SARB, as the case may be.

29.2 Prior to the expiration of the period of bid validity, the Procuring Entity shall notify the successful Bidder in writing that its bid has been accepted, through a Notice of Award duly received by the Bidder or its representative personally or sent by registered mail or electronically, receipt of which must be confirmed in writing within two (2) days by the Bidder with the LCRB, MEARB, MARB, SCRB, SEARB, or SARB, as applicable and submitted personally or sent by registered mail or electronically to the Procuring Entity.

29.3 Within ten (10) calendar days from receipt by the winning Bidder of the Notice of Award, the following conditions should be complied with before the contract may be awarded:

a) Submission of the following documents:

i) Valid JVA, if applicable; or

ii) The SEC Certificate of Registration of the foreign corporation, if applicable.

b) Posting of the performance security in accordance with ITB Clause 31; and

c) Signing of the contract as provided in ITB Clause 30.

29.4 At the time of contract award, the Procuring Entity shall not increase or decrease the quantity of goods originally specified in Section VI. Schedule of Requirements.

30) Signing of the Contract

30.1 Within ten (10) calendar days from receipt of the Notice of Award, the winning Bidder shall (i) post the required performance security, sign and date the contract, and return it to the Procuring Entity.

30.2 The Procuring Entity shall enter into a contract with the successful Bidder within the same ten (10) calendar day period, provided that all the documentary requirements are complied with.

30.3 The following documents shall form part of the contract:

a) Contract Agreement;

b) Bidding Documents;

c) Winning Bidder's bid, including the technical and financial proposals, and all other documents/statements 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;

d) Performance Security;

e) Notice of Award of Contract; and

f) Other contract documents that may be required by existing laws and/or specified in the BDS.

31) Performance Security

31.1 To guarantee the faithful performance of its obligations under the contract, the winning Bidder shall post a performance security prior to the signing of the contract. Furthermore, the successful Bidder shall be required to update the performance security posted before the issuance of an amendment to order if any.

31.2 Sectors enumerated under Section 76.1[6] of the IRR may be allowed to post a Performance Securing Declaration (PSD) as specified in the **BDS.**

31.3 The performance security shall be in any form selected by the Procuring Entity in the amount indicated in the **BDS**, which shall not be less than the percentage of the total contract price in accordance with the following price schedule:

Form of Performance Security	Amount of Performance Security (Not less than the Percentage of the Total Contract Price)
a. Cash or Cashier's or Manager's check issued by a bank. *For biddings conducted by LGUs, the Cashier's or Manager's check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.*	Five percent (5%)
b. Bank draft or guarantee or irrevocable Letter of Credit issued by a local bank. If issued by a foreign bank, it shall be confirmed or authenticated by a local bank.	
ii. Surety bond callable upon demand issued by a surety or insurance company duly certified by the IC as authorized to issue such security.	Thirty Percent (30%)

31.4 The performance security shall be denominated in Philippine Peso and posted in favor of the Procuring Entity, which shall be forfeited in the event it is established that the winning Bidder is in default in any of its obligations under the contract.

32) Notice to Proceed

The Procuring Entity shall issue the Notice to Proceed to the winning Bidder not later than three (3) calendar days from the date of approval of the contract by the appropriate signatories. All notices called for by the terms of the contract shall be effective only at the time of receipt thereof by the successful Bidder.

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6 Section 76.1 The GPPB, once data is available from relevant agencies, shall maintain a registry of entities belonging to the following sectors:

a) Farmers, as certified by the Department of Agriculture (DA);
b) Fisherfolk as certified by the Bureau of Fisheries and Aquatic Resources (BFAR);
c) Persons with disabilities as certified by the National Council for Disability Affairs (NCDA) pursuant to RA No. 7277, otherwise known as the Magna Carta for Disabled Persons, as amended;
d) Solo parents as certified by the Department of Social Welfare and Development (DSWD);
e) Microenterprises and social enterprises as certified by the MSMED Council;
f) Startups, Spin-offs, and other forms of entity involved in Science, Technology, and Innovation (DOST), as may be applicable;
g) Cooperatives duly registered with the CDA pursuant to RA No. 6938, otherwise known as the Cooperative Code of the Philippines, as amended; and
h) Other relevant sectors as may be determined by the GPPB to ensure inclusivity and diversity in the procurement process.

33) Protest Mechanism

Decisions of the BAC in all stages of procurement may be protested to the HoPE in accordance with Section 83 of the IRR.

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

Section III is intended to assist the Procuring Entity in providing specific information relative to corresponding clauses in the ITB included in Section II, and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS the information and requirements relevant to the circumstances of the Procuring Entity; including the procurement processing details; the applicable rules regarding bid price and currency; and the bid evaluation criteria that will apply to the bids. In preparing Section III, the following aspects should be checked:

a. Information that specifies and complements provisions of Section II must be incorporated;

b. Amendments and/or supplements, if any, to provisions of Section II as necessitated by the circumstances of the specific procurement, must also be incorporated.

Bid Data Sheet

ITB Clause	
1.1	*The Procuring Entity is WESTERN MINDANAO STATE UNIVERSITY* *The Project title is* ***Adoption of Digital Learning Platform Through ICT Modernization (Campus Network and Security)*** *The identification number of the Contract is* *PhilGEPS Reference No: 104865* *Control Number: 2610398*
1.2	"Not applicable".
2	The Funding Source is: 2.1 The GoP through the source of funding as indicated below for ***GAA Fund 101*** in the amount of ***One Hundred Thirty-Seven Million Eighty-Nine Thousand Three Hundred Seven Pesos and Eleven Centavos*** **(*PHP 137,089,307.11)*** 2.2 The source of funding is: a) NGA, the General Appropriations Act or Special Appropriations.
3.1	No further instructions.
5.2	Foreign Bidders, except those falling under ITB Clause 5.2(b), may not participate in this Project.
5.4	The Bidder's SLCC similar to the contract to be bid should have been completed within *Three (3) Years* prior to the deadline for the submission and receipt of bids.
5.5	**Adoption of Digital Learning Platform Through ICT Modernization (Campus Network and Security)**
7	No further instructions.
8.1	*"*Subcontracting is not allowed.*"*
8.4	If subcontracting is allowed, specify the eligibility documents that subcontractors must comply with and the time of submission of the same; otherwise, state "Not Applicable".
9.1	The Procuring Entity will hold a pre-bid conference for this Project on ***October 27, 2026*** @ ***9:30 A.M.*** at *Procurement Conference Office, Ground Floor Administration Building, WMSU, Zamboanga City* and through video-conferencing/webcasting via *Zoom.*
10.1	**Mark Anthony V. Almeda** **Head, BAC Secretariat for Goods** **WMSU Main Campus, Normal Rd. Baliwasan, Zamboanga City** **Zamboanga Del Sur, Philippines 7000** **63-62-9911771 Ext.1002** **bac@wmsu.edu.ph**

12.4	The ABC is ***One Hundred Thirty-Seven Million Eighty-Nine Thousand Three Hundred Seven Pesos and Eleven Centavos* (*PHP 137,089,307.11).*** Any bid with a financial component exceeding the amount shall not be accepted.
13.1(a)(iv)	"No incidental services are required."
13.1(b)(i)	*Maintain the ITB Clause and state here,* "Not applicable"
13.1(b)(ii)	"No incidental services are required."
13.2	No further instructions.
14.1(b)	The Bid prices for Goods supplied from outside of the Philippines shall be quoted in Philippine Peso.
14.3	*Maintain the ITB Clause and state here "*Payment shall be made in *in Philippine Peso.*
15.1	Bids will be valid for *One Hundred Twenty (120) Calendar Days* from bid opening.
16.1	The Bid Security shall be in the form of a Bid Securing Declaration, and any of the following*:* 1) The amount of not less than *Insert 2% of ABC,* if bid security is in cash; 2) The amount of not less than *Insert 2% of ABC,* if bid security is in cashier's check;
16.2	The Bid Security shall be valid until for *One Hundred Twenty (120) Calendar Days.*
16.3	In case of extension of bid validity and bid security validity period, Substitution of the bid security form is allowed. Bid Securing Declaration and the following forms may be used "Substitution of the bid security is not allowed."
19	The address for the submission of Bids is *BAC Conference Office, Ground Floor Administration Building, WMSU, Zamboanga City*. The deadline for the submission of Bids is ***August 20 2026, Tuesday @ 9:30 AM.***
22.1	The place of the bid opening is *Procurement Conference Office, Ground Floor Administration Building, WMSU, Zamboanga City.* The date and time of bid opening of Technical Proposal is ***November 9, 2026 @ 9:30 A.M*** The date and time of bid opening of the ***Financial Proposal*** of is ***November 16, 2026 @ 9:30 AM****.*

22.2(b)	"Not applicable".
25.7	No further instructions.
26.3(b)(i)	The quality component shall be assessed on the basis of criteria with corresponding numerical weights, which may include qualitative, environmental, or social aspects linked to the subject matter of the contract. These may include any or a combination of the following: **PLEASE SEE ATTACHED TERMS OF REFERENCE (TOR) MEARB CRITERIA**
26.3(b)(iii)	**PLEASE SEE ATTACHED TERMS OF REFERENCE (TOR) MEARB CRITERIA**
26.3(c)(i)	**PLEASE SEE ATTACHED TERMS OF REFERENCE (TOR) MEARB CRITERIA**
26.5(a)	"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." **Grouping and Evaluation of Lots –** • *Single Lot to be awarded as One lot*
26.5(b)	"Arithmetical correction is not allowed."
26.6	No further instructions.
27.1	*State*, "No additional requirements."
30.3(f)	List additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity, Or *State*, "No additional requirements."
31.2	"Not applicable"
31.3	The Performance Security shall be in the form: The amount of not less than *5% of the total contract price, Cash, or a cashier's/manager's check*

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

The GCC in Section IV, read in conjunction with the SCC in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

The GCC herein shall not be altered. Any changes and complementary information which may be needed shall be introduced only through the SCC in Section V.

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Section V. Special Conditions of Contract 60

1) General Terms

In this Contract, the following terms shall be interpreted as indicated:

a) "The Procuring Entity" means the organization purchasing the Goods, as named in the **SCC**.

b) "The Supplier" means the individual contractor, manufacturer distributor, or firm supplying/manufacturing the Goods and Services under this Contract and named in the **SCC**.

c) The "Funding Source" means the organization named in the **SCC**.

d) "The Project Site" where applicable, means the place or places named in the **SCC**.

2) Corrupt, Fraudulent, Collusive, and Coercive Practices

Unless otherwise provided in the SCC, the Procuring Entity as well as the Bidders, Contractors, or Suppliers shall observe the highest standard of ethics during the procurement and execution of this Contract. Further the Funding Source, as appropriate, will seek to impose the maximum civil, administrative, and/or criminal penalties available under the applicable law on individuals and organizations deemed to be involved with any of the practices mentioned in ITB Clause 3.1(a).

3) Inspection and Audit by the Funding Source

The Supplier shall allow the Funding Source to inspect its accounts and records related to the performance of its obligations. If the Funding Source requires a separate audit, it shall appoint its auditor and bear the cost thereof.

4) Governing Law and Language

4.1 This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines.

4.2 This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All correspondence and other documents pertaining to this Contract exchanged by the parties shall be written in English.

5) Notices

5.1 Any notice, request, or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request, or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail or electronic mail, to such Party at the address specified in the SCC, which shall be effective when delivered and duly received, as may be applicable.

5.2 A Party may change its address upon notice pursuant to the provisions listed in the SCC.

6) Scope of Contract

6.1 The Goods to be provided shall be as specified in Section VI. Schedule of Requirements.

6.2 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. Any additional requirements for the completion of this Contract shall be provided in the SCC.

7) Subcontracting

7.1 For subcontracting arrangements, the following rules shall apply for both locally-funded projects and projects financed through Official Development Assistance, except those covered by treaty, or international, or executive agreements.

a) The subcontracted portion of the contract shall be subject to the approval of the HoPE and the following conditions:

i) The subcontracted portion shall not exceed twenty percent (20%) for Goods, or a different percentage on a per project basis, as approved by the GPPB. The threshold percentages fixed herein shall be subject to the periodic review and adjustments as may be deemed appropriate by the GPPB; and

ii) The subcontracted portion shall be limited to components that are not deemed "significant or material" to the Project, as determined by the Procuring Entity.

b) Subcontracting arrangement, if allowed, including the time of submission of the eligibility documents of the subcontractor, shall be disclosed in the Bidding Documents;

c) Subcontractors must meet the eligibility criteria and submit the same eligibility documents as the general contractor.

Failure of a subcontractor to meet the eligibility criteria does not affect the eligibility of the general contractor for the procurement project. In such case, the portion intended to be subcontracted to the ineligible subcontractor shall be assumed by the general contractor;

d) The general contractor shall remain liable for the subcontractor's actions, defaults, delays, and negligence;

e) The general contractor and the subcontractor are obliged to comply with the provisions of the contract and shall share liability, jointly and severally, in cases of violation of safety standards or other labor standards insofar as the subcontracted portion is concerned; and

f) For purposes of post-qualification in accordance with its objective and process under the IRR, the value of the entire completed and accepted Project, including the subcontracted portion, shall be credited as experience of the general contractor. In the case of the subcontractor, the following rules shall apply:

i) The subcontractor shall get credit for one hundred percent (100%) of the value of the subcontracted portion of the project performed; and

ii) Subcontractors shall be eligible to concessional windows of GFIs that treat receivables from the government as loan security; the receivables of subcontractors due from their general contractor shall similarly be accepted as loan security by GFIs.

8) Procuring Entity's Responsibilities

8.1 Whenever the performance of the obligations in this Contract requires that the Supplier obtain permits, approvals, import, and other licenses from local public authorities, the Procuring Entity may assist the Supplier in complying with such requirements in a timely and expeditious manner.

8.2 The Procuring Entity shall pay all costs involved in the performance of its responsibilities in accordance with the Scope of Contract.

9) Prices

9.1 For goods and services covered under this Contract, as awarded, all bid prices shall be deemed fixed and not subject to price escalation during contract implementation, except as otherwise provided in the succeeding provisions.

9.2 Prices charged by the Supplier for Goods delivered and/or services performed under this Contract shall not vary from the prices quoted by the Supplier in its bid, unless there is a change in price resulting from Amendment to Order issued in accordance with **GCC** Clause 28.

10) Advance Payment

10.1 For Goods sourced from within the Philippines, advance payments may be made as follows:

a) A single advance payment not to exceed fifty percent (50%) of the contract amount shall be allowed for contracts entered into by a Procuring Entity for the following services where the requirement of down payment is a standard industry practice: 1) hotel and restaurant services; 2) use of conference/seminar and exhibit areas; and 3) lease of office space;

b) Advance payment not to exceed fifteen percent (15%) of the contract amount, unless otherwise directed by the President, shall also be allowed for procurement of goods required to address contingencies arising from natural or man-made calamities in areas where a "State of Calamity" has been declared by appropriate authorities; and

c) Upon submission of an irrevocable Letter of Credit (LoC) or bank guarantee issued by local bank, advance payment not exceeding fifteen percent (15%) of the contract amount shall be allowed and paid to the Supplier within One Hundred Eighty (180) Calendar Daysfrom the signing of the contract. The irrevocable LoC or bank guarantee, which must be for an equivalent amount, shall remain valid until the goods are delivered, and accompanied by a claim for advance payment.

10.2 For Goods supplied from abroad, unless otherwise indicated in the **SCC**, the terms of payment shall be as follows:

a) Upon Contract Signing: Fifteen Percent (15%) of the Contract Price shall be paid within sixty (60) days from signing of the Contract and upon submission of a claim and a bank guarantee for the equivalent amount valid until the Goods are delivered and, in the form, provided in Section VIII. PBD Related Forms.

b) Upon Delivery: Sixty-five percent (65%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the SCC provision on Delivery and Documents.

c) Upon Acceptance: The remaining twenty percent (20%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the Procuring Entity's authorized representative. In the event that no inspection or acceptance certificate is issued by the Procuring Entity's authorized representative within forty-five (45) days of the date shown on the delivery receipt, the Supplier shall have the right to claim payment of the remaining twenty percent (20%) subject to the Procuring Entity's own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the SCC provision on Delivery and Documents.

10.3 All progress payments for Goods shall first be charged against the advance payment until the latter has been fully exhausted.

11) Payment

11.1 Payments shall be made only upon a certification by the HoPE that the Goods have been delivered in accordance with the terms of this Contract and have been duly inspected and accepted**.** Except with the prior approval of the President, no payment shall be made for services not yet rendered or for supplies and materials not yet delivered under the Contract.

11.2 The Supplier's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and/or Services rendered, and by documents submitted pursuant to the SCC provision for **GCC** Clause 6.2, and upon fulfillment of other obligations stipulated in this Contract;

11.3 Pursuant to **GCC** Clause 11.2, payments shall be made promptly by the Procuring Entity after submission of an invoice or claim by the Supplier. Payments shall be in accordance with the applicable accounting and auditing laws, rules and regulations.

11.4 Unless otherwise provided in the **SCC**, all payments to the Supplier under this Contract shall be in Philippine Peso;

11.5 Unless otherwise provided in the **SCC**, payments using LoC is allowed. For this purpose, the amount of provisional sum shall be indicated in the **SCC**. All charges for the opening of the LoC and/or incidental expenses thereto shall be for the account of the Supplier.

12) Taxes and Duties

The Supplier, whether local or foreign, shall be entirely responsible for all the necessary taxes, stamp duties, license and permit fees, and other such levies imposed for the completion of this Contract.

13) Performance Security

13.1 Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity, but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any the forms prescribed in the ITB Clauses 31.2 and 31.3.

13.2 The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the winning Bidder is in default in any of its obligations under the contract.

13.3 The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.

13.4 The performance security may be released by the Procuring Entity and returned to the Supplier after the issuance of the Certificate of Final Acceptance, subject to the following conditions:

a) There are no pending claims against the Supplier or the Surety Company filed by the Procuring Entity;

b) The Supplier has no pending claims for labor and materials filed against it; and

c) Other terms specified in the SCC.

13.5 The Procuring Entity shall allow a proportional reduction in the original performance security in case of a reduction in contract value, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

14) Use of Contract Documents and Information

14.1 The Supplier shall not, without the Procuring Entity's prior written consent, disclose this Contract or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity, except for purposes of performing the obligations therein. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

14.2 Other than this Contract, any document enumerated in **GCC** Clause 14.1 shall remain the property of the Procuring Entity. All copies shall be returned to the Procuring Entity upon completion of the Supplier's performance under this Contract, if so required by the Procuring Entity.

15) Standards

The Goods provided under this Contract shall conform to the standards mentioned in the Section VII. Technical Specifications. When no applicable standard is mentioned,

the Goods shall comply with the latest authoritative standards appropriate to its country of origin.

16) Inspection and Tests

16.1 The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Entity, other than that specified under Item 16.3 below. The SCC and Section VII. Technical Specifications shall specify what inspections and/or tests the Procuring Entity requires and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

16.2 If applicable, the inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no cost to the Procuring Entity. The Supplier shall provide the Procuring Entity with the results of such inspections and tests.

16.3 The Procuring Entity or its designated representative shall be allowed to attend the tests and/or inspections referred to in this Clause provided that the Procuring Entity shall bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

16.4 The Procuring Entity shall reject the Goods or any part thereof that fail any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity. Upon giving due notice to the Supplier pursuant to **GCC** Clause 5, the test and/or inspection may be repeated by the Procuring Entity, at no additional cost.

16.5 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative to the said test and/or inspection, shall release the Supplier from any warranties or other obligations under this Contract.

17) Warranty

17.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and with all recent improvements in design and materials, except when the technical specifications required by the Procuring Entity provides otherwise.

17.2 The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

17.3 To ensure correction of manufacturing defects, the Supplier shall be required to provide a warranty for a minimum period specified in the SCC. At the option of the Procuring Entity, the obligation for the warranty shall be covered by:

a) Retention money in an amount equivalent to at least one percent (1%) but not to exceed five (5%) of every progress payment; or

b) Special bank guarantee equivalent to at least one percent (1%) but not to exceed five (5%) of the total Contract Price; or

c) Other such amount, if so specified in the **SCC**.

17.4 The said amounts shall only be released by the Procuring Entity after the lapse of the warranty period as specified in the SCC, or in case of Expendable Supplies, after the consumption thereof; Provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.

17.5 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under the warranty. Upon receipt of such notice, the Supplier shall, within the period specified in the SCC, repair or replace the defective Goods or parts thereof, at the soonest possible time, without cost to the Procuring Entity.

17.6 If the Supplier, after having been notified on the warranty claim, fails to remedy the defect(s) within the period specified in **GCC** Clause 17.5, the Procuring Entity may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense, and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract and other applicable laws.

18) Delays in the Supplier's Performance

18.1 Delivery of the Goods and/or performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in Section VI. Schedule of Requirements.

18.2 If at any time during the performance of this Contract, the Supplier encounters conditions that may impede the timely delivery of the Goods and/or performance of Services, the Supplier shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, and upon causes provided for under **GCC** Clause 23, the Procuring Entity shall evaluate the situation and, if warranted, extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of Contract.

18.3 Except as provided under **GCC** Clause 23, any delay by the Supplier in the performance of its obligations shall render it liable to the imposition of liquidated damages pursuant to **GCC** Clause 19, unless an extension of time is agreed upon pursuant to **GCC** Clause 28.

19) Liquidated Damages

19.1 When the Supplier fails to satisfactorily deliver the Goods under the contract within the specified delivery schedule, inclusive of duly granted time extensions, if any, the Supplier, manufacturer, or distributor shall be liable for liquidated damages in an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed goods scheduled for delivery for every day of delay until such goods are finally delivered and accepted by the Procuring Entity.

19.2 The Procuring Entity need not prove that it has incurred actual damages to be entitled to liquidated damages. Such amount shall be deducted from any money due, or which may become due the supplier, manufacturer, or distributor, or collected from any securities or warranties posted by the supplier, manufacturer, or distributor, whichever is convenient to the Procuring Entity. In case the total sum of liquidated damages reaches ten percent (10%) of the total contract price, the Procuring Entity may rescind the contract and impose appropriate sanctions over and above the liquidated damages to be paid.

19.3 If delays are likely to be incurred beyond its control, the supplier, manufacturer, or distributor shall promptly notify the Procuring Entity in writing, providing details of the causes and duration of the expected delay. The Procuring Entity may, at its discretion, grant a time extension based on meritorious grounds, with or without the imposition of liquidated damages.

20) Settlement of Disputes

20.1 Any dispute arising from the implementation of a contract covered by the Act and the IRR shall primarily be resolved and settled amicably by mutual consultation or agreement.

20.2 In case of failure to settle dispute amicably, the parties may mutually agree in writing to resort to other modes of alternative dispute resolution (ADR) to promote efficiency in the procurement process. Accordingly, they are encouraged to select the most expeditious mode of ADR available.

If arbitration is chosen as the ADR method, this shall be incorporated as a provision in the contract and referred to the Arbitrator specified in the **SCC.**

20.3 In case of disagreement or after exhausting the remedies provided in the preceding Section, the dispute may be submitted to arbitration or other forms of ADR which includes mediation, conciliation, early neutral evaluation, mini-trial, or any combination thereof in accordance with the provisions of RA No. 9285, otherwise known as the “Alternative Dispute Resolution Act of 2004.”

20.4 Should the Parties fail to resolve their dispute or difference by such mutual consultation or agreement after thirty (30) days, either the Procuring Entity or the Supplier may signify its intention to commence arbitration by giving notice to the other Party, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

20.5 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under this Contract.

20.6 Notwithstanding any reference to arbitration herein, the Parties shall continue to perform their respective obligations under the Contract unless otherwise agreed upon in writing.

21) Liability of the Supplier

21.1 The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines, subject to additional provisions, if any, set forth in the SCC.

21.2 Except in cases of criminal negligence or willful misconduct, and in the case of infringement of patent rights, if applicable, the aggregate liability of the Supplier to the Procuring Entity shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repair or replacement of the defective Goods.

22) Termination for Breach of Contract

The Procuring Entity may terminate for breach of contract when the Supplier fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Procuring Entity, pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price, consistent with the provision of this IRR on liquidated damages. The Procuring Entity may likewise impose appropriate sanctions therein.

23) Termination Due to Force Majeure

23.1 For purposes of this Contract, the terms "*force majeure*" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or *force majeure* shall be interpreted to mean as an event which the Supplier could not have been foreseen, or though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions, and any other causes the effect/s of which could have been avoided with the exercise of reasonable diligence by the Supplier. Such events may include, but not limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

23.2 The Procuring Entity may terminate this Contract and impose liquidated damages when, as a result of *force majeure*, the Supplier is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the Contract Price, for a period of not less than sixty (60) calendar days, or earlier, as deemed necessary by the Procuring Entity, after receipt of the written notice from the Procuring Entity stating that the circumstance of *force majeure* is deemed to have ceased.

23.3 The Supplier shall not be subject to forfeiture of its performance security, payment of liquidated damages, or contract termination due to *force majeure,* provided that the Supplier's delay in performance or other failure to perform its obligations under this Contract is the result of a *force majeure*.

23.4 If a *force majeure* situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity, the Supplier shall continue to perform its obligations under the Contract as far as may be practicable, when not prevented by the *force majeure*, and shall seek all reasonable alternative means in the performance of its obligation.

24) Termination for Convenience

24.1 The Procuring Entity, through a written notice sent to the Supplier, may terminate this Contract, in whole or in part, at any time, if it has determined the existence of any of the following conditions that make contract implementation economically, financially, or technically impractical or unnecessary:

a) When physical and economic conditions have significantly changed so as to render the project no longer economically, financially, or technically feasible, as determined by the HoPE;

b) When the HoPE has determined the existence of conditions that make project implementation impractical or unnecessary, such as, but not limited to, fortuitous event/s, changes in laws, and government policies;

c) When funding for the Project has been withheld or reduced by higher authorities through no fault of the Procuring Entity; or

d) Any circumstance analogous to the foregoing.

24.2 The Goods that have been performed or are ready to be delivered or performed within thirty (30) calendar days after the Supplier's receipt of Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices thereof. For Goods not yet delivered, performed and/or ready to be delivered or performed, the Procuring Entity may elect:

a) To have any portion delivered and/or performed and paid at the contract terms and prices thereof; or

b) To cancel the remainder and pay to the Supplier an agreed amount for partially completed and/or performed goods and for materials and parts previously procured by the Supplier.

25) Termination for Unlawful Acts

25.1 The Procuring Entity may terminate this Contract in case it is determined *prima facie* that the Supplier, including any joint venture partner therein, has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:

a) Corrupt, fraudulent, collusive, and coercive practices as defined in ITB Clause 3.1;

b) Drawing up or using forged documents;

c) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and

d) Any other act analogous to the foregoing.

26) Procedures for Termination of Contracts

26.1 The following provisions shall govern the procedures for termination of this Contract:

a) **Verification** - Upon receipt of a written report of acts or causes which may constitute grounds for termination as aforementioned, or upon its own initiative, the End-User or Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such grounds and cause the execution of a Verified Report, with all relevant evidence attached.

b) **Notice to Terminate** - Upon recommendation by the End-User or Implementing Unit, the HoPE shall terminate contracts only by written notice to the supplier conveying the termination of the contract. The notice shall state:

i) That the contract is being terminated for any of the grounds aforementioned, and a statement of the acts that constitute the grounds constituting the same;

ii) The extent of termination, whether in whole or in part;

iii) An instruction to the Supplier, to show cause as to why the contract should not be terminated; and

iv) Special instructions of the Procuring Entity, if any.

The Notice to Terminate shall be accompanied by a copy of the Verified Report.

c) **Show Cause** - Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the HoPE a verified position paper stating why the contract should not be terminated. If the Supplier, fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the HoPE shall issue an order terminating the contract.

d) **Rescission of Notice of Termination** - The Procuring Entity may, at any time before receipt of the Supplier's verified position paper, withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Supplier's receipt of the notice.

e) **Decision** - Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the HoPE shall decide whether or not to terminate the contract. It shall serve a a written notice to the Supplier of its decision and, unless otherwise provided, the contract is deemed terminated from receipt of the Supplier of the notice of the decision. The termination shall only be based on the grounds stated in the Notice to Terminate.

f) **Contract Termination Review Committee (CTRC)** - The HoPE may create a committee to assist in the discharge of its functions under the IRR. All decisions recommended by the CTRC shall be subject to the approval of the HoPE.

g) **Take-over of Contracts -** If a Procuring Entity terminates the contract due to default, insolvency, or for a cause, it may enter into a Negotiated Procurement (Take-over of Contracts) pursuant to Section 35(c) of RA No. 12009.

h) **Procuring Entity's Options in Termination for Convenience in Contracts for Goods** - The Goods that have been performed or are ready for delivery within thirty (30) calendar days after the supplier's receipt of Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices. For Goods not yet performed or ready for delivery, the Procuring Entity may elect:

i) To have any portion delivered or performed and paid at the contract terms and prices; or

ii) To cancel the remainder and pay to the supplier an agreed amount for partially completed or performed goods and for materials and parts previously procured by the supplier.

27) Assignment of Rights

The Supplier shall not assign its rights or obligations under this Contract, in whole or in part, except upon prior written consent of the Procuring Entity.

28) Amendment to Order

No variation in or modification of the terms of this Contract shall be made except by written amendment signed by the parties in accordance with the provisions on Amendment to Order, subject to applicable laws, rules and regulations.

29) Application

These General Conditions shall apply to the extent that they are not suspended by the provisions from other parts of this Contract.

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

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

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

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

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

Special Conditions of Contract

GCC Clause	
1(a)	The Procuring Entity is *Western Mindanao State University.*
1(b)	The Supplier is *[to be inserted at the time of contract award].*
1(c)	The Funding Source is: 2.1 The GoP through the source of funding as indicated below for ***GAA Fund 101*** in the amount of ***One Hundred Thirty-Seven Million Eighty-Nine Thousand Three Hundred Seven Pesos and Eleven Centavos* (*PHP 137,089,307.11).*** 2.2 The source of funding is: a) NGA, the General Appropriations Act or Special Appropriations.
1(d)	The Project Site is ***Western Mindanao State University Main Campus***
2	No further instructions.
5.1	The Procuring Entity's address for Notices is: ***Procurement Office, Ground Floor Administration Building, WMSU, Zamboanga City*** The Supplier's address for Notices is: *[Insert address including, name of contact, fax and telephone number].*
5.2	No further instructions.
6.2	**Delivery and Documents** For purposes of this 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 *[insert place of destination].* In accordance with INCOTERMS." (DAP) *For Goods Supplied from Within the Philippines, state "*The delivery terms applicable to this Contract are delivered *[insert 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. The details of shipping and/or other documents to be furnished by the Supplier are as follows:

	For Goods supplied from within the Philippines: Upon delivery of the Goods to the Project Site, the Supplier shall notify the Procuring Entity and present the following original documents to the Procuring Entity: i) Supplier's invoice showing the goods' description, quantity, unit price, and total amount; ii) Delivery receipt/note, railway receipt, or truck receipt; iii) Supplier's factory inspection report; iv) Manufacturer's and/or Supplier's warranty certificate; v) Certificate of origin (for imported Goods); vi) Delivery receipt detailing number and description of items received signed by the authorized receiving personnel; vii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site; and viii) Four copies of the Invoice Receipt for Property signed by the Procuring Entity's representative at the Project Site. *For goods supplied from abroad:* Upon shipment, the Supplier shall immediately communicate and notify the Procuring Entity and the insurance company the full details of the shipment, including Contract Number, description of the goods, quantity, vessel, bill of lading number and date, port of loading, date of shipment, port of discharge etc. Upon delivery to the Project Site, the Supplier shall notify the Procuring Entity and present the following original documents as applicable with the documentary requirements of any letter of credit issued taking precedence: i) Supplier's invoice showing the goods' description, quantity, unit price, and total amount; ii) Negotiable, clean shipped on board bill of lading marked "freight prepaid", as well as a copy of the non-negotiable bill of lading; iii) Supplier's factory inspection report; iv) Manufacturer's and/or Supplier's warranty certificate; v) Certificate of origin (for imported goods); vi) Delivery receipt detailing number and description of items received signed by the Procuring Entity's representative at the Project Site; vii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site; and viii) Invoice Receipt for Property signed by the Procuring Entity's representative at the Project Site.

	For purposes of this Clause the Procuring Entity's Representative at the Project Site is ***Mr. Joerland Jansen Reyes, Supply Officer III and Engr. Mark L. Flores*** **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 onsite assembly and/or startup 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. 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: 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 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 spares for the goods for a period of *[insert here the time period specified. If not used insert time period of three times the warranty period].* Other spare parts and 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 meet packaging standards for goods in accordance with existing laws and regulations, and as indicated in this Contract to prevent damage or deterioration during transit to their final destination. The packaging shall be durable enough to withstand rough handling, exposure to extreme temperatures, salt, precipitation, open storage, and other extreme conditions during transit. Packaging case sizes and weights shall consider the remoteness of the goods' final destination and the potential absence of heavy handling facilities at all transit points. The packaging, labeling, and documentation within and outside the packages shall comply strictly with special requirements as shall be expressly provided for in this Contract, including additional requirements, 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 Hazardous Chemical 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. Otherwise, the packaging list is to be placed outside the secondary packaging. **Insurance**

	The Supplier shall fully insure the goods supplied under this Contract in a currency, local or tradeable and accepted by the *Bangko Sentral ng Pilipinas* against loss or damage incidental to manufacture, acquisition, transportation, storage, and delivery. The risk and ownership of the goods remain with the Supplier until their final acceptance by the Procuring Entity, unless otherwise specified in this Contract. **Transportation** The Supplier shall arrange and pay for the delivery of the goods, with the cost included in the Contract Price. When required under this Contract to deliver the goods CIF, CIP, or DDP, the Supplier shall ensure the transport of the goods to the port of destination or any other specified place of destination in the Philippines, as indicated in this Contract. The Supplier shall arrange for transport, insurance, and storage to the specified destination with the related costs included in the Contract Price. When required under this Contract to transport the goods to a specified place of destination within the Philippines, defined as the Project Site. The goods must be transported using carriers registered in the Philippines when the Supplier is required under this Contract to deliver the goods CIF (Cost, Insurance, and Freight), CIP (Carriage and Insurance Paid To), or DDP (Delivered Duty Paid). If no Philippine-registered carrier is available, the goods may be shipped using a non-Philippine carrier, provided the Supplier obtains and presents certification from the nearest Philippine consulate at the port of dispatch. If Philippine-registered carriers are available but their schedules would impede timely delivery or cause delays in the Supplier's performance of this Contract, the period of delay from when the goods were first ready for shipment to the actual date of shipment will be considered *force majeure* in accordance with **GCC** Clause 23. 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 ownership will not be deemed transferred to the Procuring Entity until their receipt and final acceptance at the final destination. **Patent 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.
10.3	Maintain the GCC Clause."
11.4	"Payment shall be made in Philippine Peso.
11.5	State, "Payment using LoC is not allowed."

	[Note: The provisional sum shall not exceed 10% of the ABC, and shall form part of the ABC.]
13.4(c)	*"*No further instructions*".*
16.1	The inspections and tests that will be conducted are: as *Necessary for the project*
17.3	*If the goods pertain to Expendable Supplies:* Three (3) months after acceptance by the Procuring Entity of the delivered goods or after the goods are consumed, whichever is earlier. *If the goods pertain to Non-expendable Supplies:* One (1) year after acceptance by the Procuring Entity of the delivered goods. Warranty shall be for a period of Six (6) months for supplies and materials
17.3(c)	"Not applicable."
17.4	No further instructions.
17.5	No further instructions.
20.2	"Not applicable."
21.1	No further instructions.

Section VI. Schedule of Requirements

The delivery schedule, expressed in weeks or months, indicates the required delivery date which shall be understood as the date the Goods are to be delivered to the project site.

Item Number	Description	Quantity	Total	Delivery Schedule
1.)	Adoption of Digital Learning Platform Through ICT Modernization (Campus Network and Security) See attached Terms of Reference (TOR)	One (1) lot		One Hundred Eighty (180) Calendar Days

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

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

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

Prudence must be exercised in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable.

The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications:

Sample Clause: Equivalency of Standards and Codes

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

Reference to brand name shall not be allowed except for reasons of technical compatibility, interoperability, servicing, maintenance, or preservation of supplier warranty in order to keep the performance, functionality, and useful life of the equipment, in which case, the Procuring Entity shall indicate the reasons or justifications for availing of the exception as

part of the Technical Specifications, Scope of Work, or Terms of Reference, as the case may be.

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

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

Technical Specifications

Item	Specification	Statement of Compliance
		[Add 2 columns if the award criterion to be used is MEARB, or MARB (one for parameters and one for rating)] Please see BDS clause 26.3(b)(i) for MEARB **Bidders must state "Comply" or "Not Comply" for each specification and provide the corresponding performance parameters for offered equipment.** Each response must be supported by a clear documentary support in the bid and properly cross-referenced. Acceptable evidence includes unaltered manufacturer sales brochures, official specification sheets, product samples, independent test results, and similar documents. Claims should be backed by documentary support. If the evidence contradicts the claim, the bid may be rejected. Any false statement—whether in the compliance form or supporting documents—found during evaluation, post-qualification, or contract implementation may be considered fraudulent in accordance with ITB Clause 3.1(a)(ii) and without prejudice to the imposition of appropriate administrative, civil, and criminal penalty in accordance with law.
1.)	Adoption of Digital Learning Platform Through ICT Modernization (Campus Network and Security) See attached Terms of Reference (TOR)	

ADOPTION OF DIGITAL LEARNING PLATFORM THROUGH ICT MODERNIZATION

SUB-PROJECT: CAMPUS NETWORK AND SECURITY

WESTERN MINDANAO STATE UNIVERSITY
Normal Road, Baliwasan, Zamboanga City 7000

TERMS OF REFERENCE

ADOPTION OF DIGITAL LEARNING PLATFORM THROUGH ICT MODERNIZATION

SUB-PROJECT: CAMPUS NETWORK AND SECURITY

[illegible]

TERMS OF REFERENCE

[illegible]

PROJECT DATA

Procuring Entity	[illegible]
Project / Sub-project	[illegible]
Lot	[illegible]
Project Site	[illegible]
Project Components	Component A – [illegible] Component B – [illegible] Component C – [illegible] Component D – [illegible]
Date-Retrofit Works	[illegible]
Approved Budget for the Contract (ABC)	[illegible]
Implementation Period	[illegible]
Source of Funds	[illegible]
End-User Unit	[illegible]
Mode of Procurement	[illegible]
Procurement Type	[illegible]
Award Criterion	[illegible]
Percent Conference and/or Inspection	[illegible]
Evaluation Workbook	[illegible]

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1. BACKGROUND AND RATIONALE

1.1 Background

The University is adopting a Digital Learning Platform as part of its ICT modernization program. Online instruction, learning management systems, [illegible], digital records and campus connectivity expansion at fast, secure and sharp-revolution campus network. The current infrastructure was not designed for these loads and cannot reliably serve the projected 5,000 to 10,000 concurrent users across the Main Campus.

The present environment has limited bandwidth, [illegible] of failure, uneven wireless coverage, fragmented security controls and [illegible] mobility. Physical access to central [illegible] is managed manually and is not linked to the IS System of the University's Campus Information System (CIS), and deliberately without a consistent registration and identification process. These gaps [illegible] faculty and University data to service disruption, cyber threats and privacy risks.

1.2 Relationship with Other Sub-projects and Independent Operation

This sub-project is one of the sub-projects of the Adoption of Digital Learning Platform through ICT Modernization. It is designed to operate on its own. Every component supplied under this TOR shall be fully functional even if a related sub-project is delayed or is not delivered. Where this TOR connects to another sub-

project, the connection is enabled when that subproject is available, and this TCR states the fallback that applies until then (Section 4.7).

To avoid duplication, the frame below are recovered a wide separate Terms of Reference and are not part of this TCR. The tender shall not price them.

Related sub-project	Items TCR included in this TCR	Obligations under this TCR, and fallback
Command Center	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]

2. PROJECT DESCRIPTION AND LOCATION

2.1 Project Site

Main Campus	[illegible]
Campus B	[illegible]
Campus E – Sun Kansas	[illegible]
Buildings covered	[illegible]
Delivery points	[illegible]
Locations	[illegible]
Site inspection	[illegible]

2.2 Project Composition

This project establishes the campus network and security infrastructure of the University as one (1) lot, covering design, supply, delivery installation, configuration, integration, testing, commissioning, training and warranty support. The lot is composed of the four pre-component tables. Quantities are stated in Section 6, detailed minimum specifications in Sections 6.2 to 6.4, and tests in Annex B.

Component	Description	Notes
A. Network and Security Infrastructure	[illegible]	[illegible]
B. Physical Security and Access Control	[illegible]	[illegible]
C. Integrated Data Services and Data Contribution Portal	[illegible]	[illegible]
D. Internet Connectivity Services	[illegible]	[illegible]

All components shall be enterprise-grade, manufacturer-supported and interoperable, and shall be designed and implemented in compliance with the Data Privacy Act of 2012 (RA 10173) and NPC issuances.

The six (6) solution areas in the solution to deliver the scope through the TCM are follows:

Solution Area (Aligned to RFQ)	Delivered Through
High availability campus network backbone	[illegible]
Secure wired and wireless access	[illegible]
Centralized monitoring and control of switch operations	[illegible]
Integrated physical and logical security systems	[illegible]
Digital engagement and campus services platform	[illegible]
Data governance and privacy compliance systems	[illegible]

2.3 General Objective

To deliver a secure (Zero Trust) and resilient campus network (LAN), cabling infrastructure, PoE integration, high availability and secure campus network and security infrastructure that enables the University's Digital Learning Platform and campus services for 5,000 to 10,000 concurrent users on the Main Campus, extends secured network services to Campus B (Kaduna) and Campus C (Bauchi), and establishes a centrally managed security foundation for the Main Campus, operates independently of the other subprojects, and is sustainable by a three (3) year warranty and support period.

2.4 Specific Objectives

The specific objectives are set out by project component (Section 2.2). Each objective is verified against the deliverables and acceptance criteria in Sections 3 and 10.

Component A — Network and Security Infrastructure (Items A–N)

- Implement a [illegible] in the Main Campus core, distribution and perimeter layers. VLAN segmentation and IPv4/IPv6 dual-stack operation, [illegible] Firewall.
- Provide wired and Wi-Fi access [illegible] Campus, Campus B and Campus C (Bauchi Place) with one hundred fifty-one (151) indoor and twenty (20) outdoor access points, meeting the acceptance criteria in Section 10.
- Protect the network perimeter, data center and internal segments with next-generation firewalls (NGFWs), threat prevention, authenticated remote access.
- Authenticate users and devices through 802.1X network access control, with or without a University directory (AD/LDAP).
- Establish centralized monitoring, alerting, network operations (SNMP, CMS, IPAM and NTP), key management and authorised management of all supplied network and security devices.
- Protect the MDF, the data center, all building IDFs and the gate network cabinets against power disturbances and outages with online UPS units and surge protection.
- Install a certified Category 6A copper and fibre structured cabling system that serves every supplied device.

Component B — Physical Security and Access Control (Items O–R)

- Provide video surveillance with one hundred twenty (120) IP CCTV cameras — [illegible] cameras at the buildings and bullet cameras at the Main Campus gates and at outdoor areas not covered by existing CCTV — with centralised video management and [illegible] days of recording retention, monitored from the CCTV workstations.

- Control and record all physical access through the Bar Barriers, Room Barriers and Revolving Doors (CR) door access with appropriate security access cards, retrieved all from the CHRIS in independent operation and from the CR ID System once integrated, and require every visitor to register before entry.
- Issue smart ID cards to eighteen thousand (18,000) students and employees permanently or fixed-term.

Component E — Implementation Services and Role Specialisation Works (Items E1–E6):

- Install, configure and integrate all supplied systems in the data centre (under Section 4.7) and migrate existing services with minimal downtime.
- Manage the project so that all works across multiple sites are completed within one hundred eighty (180) calendar days from the NTP, through the milestones in Section 4.2.
- Harden all supplied systems and related infrastructure in compliance with the Data Privacy Act of 2012 (RA 10173) and the baseline in Section 4.5.
- Transfer operational knowledge to University IT personnel through structured training and complete documentation.
- Construct the benefit of Gates 1, 2, 3, 4, 6 and 8 the control and alarm, access in accordance with the working drawings approved by PMO, based on the [illegible] Plans and the installation requirements in Section 3.2.3, with signed and sealed as-built plans.

Component G — Internet Connectivity Service Item A3:

- Provide a dedicated 2 Gbps Internet service for the Data Centre, under a thirty-six (36) month service level agreement.

All components:

- Sustain the delivered equipment and software through a three (3) year warranty and support period, including the one (1) year Gateway 4 and 6, Perimeter and one (1) year of warranty and technical support (Section 1.1).

3. SCOPE OF WORK

The supplier shall deliver the complete solution end-to-end: design, supply, delivery, installation, configuration, integration, testing, commissioning, training, warranty and support. All work, including work outside class hours, holidays, leave, working weekends, overtime, [illegible], cabling, hardware, cables, temporary power and power access needs to gates for test and demo as well as specified are included in the contract price.

Contract quantities. The quantities in Section 3.2 and Annex B are the contract quantities. The supplier shall supply, install, test, commission, and hand over exactly those quantities, features and functionality that the approved design meets for the listed items, or as specified. Where the predictive wireless survey at the approved design shows that the listed quantities do not meet the acceptance criteria of Section 18 in its area, designated in Annex D, the supplier shall state it in the design submission. UMDC may then instruct the supplier to remove or add access points at the same fixed unit price under RA 6160 and its IRR. Fiber cable lengths are measured and paid under Item B2 (Annex B).

Locations are indicative. The building gates, core and equipment locations in this TOR, including Annex B, are initial and indicative. They are finalised in the approved site-specific design after the site survey (Section 3.1). A change of location within the project does not change the contract quantities or the contract price; a change in total quantities follows RA 12009 and its IRR.

3.1 Project Initiation and Detailed Design

The supplier shall conduct a kick-off meeting, survey all buildings and gates listed in Annex B at the Main Campus, Campus B and Campus C, plan the cabling, coordinate with the Civil Team, and submit the following for Engineer approval before implementation:

- logical and physical network topology diagrams, including the gate network cabinets;
- VLAN segmentation plan and IP addressing scheme (IPv4 and IPv6);
- redundancy and failover design;

- predictive wireless survey (heatmap and coverage plan) for all designated areas, including the allocation of the thirty (30) additional Main Campus indoor access points and the placement of the twenty (20) outdoor access points in outdoor areas not covered by existing access points;
- CCTV placement plan and detailed view drawings, showing the placement of the fifty-eight (58) outdoor bullet cameras in Main Campus areas not covered by existing CCTV views, prepared with the University Security Office;
- outdoor service rewiring runs, routing for newly installed cameras and access point uplinks, to be reused or installed, on existing structure or approved route (Item G.3);
- structured cabling layout, runs, terminations, and power and grounding per TOP, MDP and gate cabinet, with the measured backbone route lengths (Item G.1);
- door access schedule of the twenty-eight (28) shortly secured access doors designated by WMSU, and the fire network integration plan;
- access control layout (by facilities, lockers, cameras, door access points, and door registration stations);
- the gate site survey report, working drawings, and an installer traffic-control and phasing plan for Gates 1, 3, 4, 6 and 8 (per Section 3.2.6.2); and
- for CAMS design, an open-view screenshot of the platform's fire alarm integration design (data fields, synchronization method and frequency, and notification time), for one which that system's interface is available (Y/N).

Electrical and communications plans shall be signed and sealed by a Professional Electrical Engineer (PEE), structural plans by a licensed structural engineer, and architectural plans by a licensed architect, where required by PH laws and permit requirements.

3.2 Supply and Installation of Network and Security Infrastructure (Component A)

The supplier shall:

- Supply and install three (3) core switches (Item A), one (1) at the Main Campus in high-availability mode as the campus core, and one (1) at Campus B (standalone or stackable, following as the Campus B core).
- Supply and install two (2) distribution switches (Item B), one (1) at Campus B and one (1) at Campus C, together with the access switches (Items F.1 and F.2), the gate control outlets (Item F.3), the monitoring and environmental sensors (Items C and D), and the switch and management software (Item B).
- Supply and install three (3) new-generation firewalls (Item E): two (2) at the Main Campus in HA mode as the internal perimeter firewall, and one (1) at Campus B as the Campus B perimeter firewall, connected to the Main Campus by site-to-site VPN.
- Supply and configure the Network Access Control (NAC) system (Item K) for 802.1X authentication of wired and wireless users and devices.
- Supply and install one hundred fifteen (115) indoor (Item G) and twenty (20) outdoor (Item H) access points with three (3) year management licenses at the Main Campus, Campus B and Campus C (Gen. Santos), distributed per Annex G.
- At Campus B and Campus C (Gen. Santos), provide two PoE access switches (Items F.1 and F.2), UPS (Item M), and structured cabling needed to connect and power the access points, and manage them centrally from the Main Campus with the same SSIDs, 802.1X authentication and security policies as the Main Campus.
- Deploy the Enterprise Network Management System (Item J), the UPS units (Items L and M), and the structured cabling system (Items H.1 and H.2).
- Provision the 2 Gbps dedicated internet service (Item A2) and terminate it on the perimeter firewalls.

3.2.1 Campus B and Campus C Connections

- **Campus B.** The Campus B core switch and firewall operate the Campus B network as their own. The site-to-site IPsec VPN to the Main Campus is provided by the existing Campus Ethernet service provided by the University. If that link is down, Campus B continues to operate locally.

- **Campus C (San Marcos).** [illegible]
- [illegible]

3.3 Supply and Installation of Physical Security and Access Control Systems (Component B)

The supplier shall:

- [illegible]
- [illegible]
- [illegible]
- [illegible]
- [illegible]
- [illegible]

3.4 Systems Integration and Data Migration

The supplier shall:

- [illegible]
- [illegible]
- [illegible]
- [illegible]

3.5 Testing, Commissioning and Acceptance

The supplier shall:

- Harden all supplied systems per the baseline in Section 4.7.
- Conduct the tests and meet the acceptance criteria in Section 10, including User Acceptance Testing (UAT).
- Support a pre-security testing performed by the University or an independent party, and remediate all critical and high findings before Project Completion, subject to BECAP.

3.6 Deployment, Training and Go-Live

The supplier shall:

- Schedule deployment works and cutover rehearsals in direct coordination with Go-Live approval.
- Activate all services in production and provide on-site post-go-live support for at least fourteen (14) calendar days after go-live.
- Deliver the training in Section 12 before go-live of multi-system.
- Restore all work sites to their original condition after installation.

3.7 Warranty and Support

The supplier shall:

- Provide its own three (3) year warranty and support period in accordance with Sections 6.4 and 17, counted from Project Completion (Section 6.3), after testing and commissioning, comprising the one (1) year Unlimited Subsidy Period and two (2) years of warranty and technical support, both covering the delivered equipment and the delivered software.
- Provide on-site technical support personnel at the WMSU Main Campus during the warranty and support period only where the scope has committed to it in its bid. This is not a mandatory requirement; it is considered a competitive Solution Point, which may be formed part of the contract (Section 17.5.2).

3.8 Project Management

The supplier shall:

- Assign the key personnel in Section 7 and a project management office for the full contract period.
- Submit the detailed implementation schedule (Gantt chart and S-curve), within five (7) calendar days (Section 8.1), and the Project Management Plan (PMP), incorporate deployment plan and risk register within fourteen (14) calendar days of receipt of the NTP.
- Submit weekly progress reports and attend coordination meetings, manage changes per Section 10.

3.9 Renovation and Retrofitting of WMSU Main Campus Gates

Procurement basis. The gate retrofit works are procured under the design and build scheme authorized by Section 14 of Republic Act No. 12309. WMSU provides the Architectural Engineering Concept of the gates (the AE Concept, Annex H, Sheets H-1 and H-2, Fields on 9), the retrofit schedules in Annex H-3 and H-4, and the performance requirements in Section 3.9.3. The supplier is responsible for the detailed design and for the construction. WMSU does not issue detailed engineering plans for the gate works. The supplier prepares the complete working drawings of every gate forward in the AE Concept, executes the works following the working drawings approved by WMSU before construction, and submits signed and sealed as-built plans of every gate on completion. The supplier delivers complete, working gates in the contract price and is responsible for its working drawings, temporary works, [illegible], and the accuracy of the as-built plans.

3.9.1 Scope of the Gate Retrofit Works

Gates	Retrofit works	Equipment lessons
Gates 1 and Invertible gates	[illegible]	[illegible]

Gates	Remarks/notes	Equipment issued
[illegible]	[illegible]	[illegible]

3.5.2 Gate Arrangement

The AE Concept shows the indicative arrangement of each gate. The supplier's working drawings shall develop it into the layout, dimensions, materials and colours of the gates, and shall provide at least the following arrangement of each gate.

Pedestrian gates (Gates 3, 4 and 5): Each gate is a [illegible] pedestrian entry point, laid out as shown on Sheet [illegible]:

- two (2) [illegible] lanes — two (2) entry lanes and two (2) exit lanes, each provided with one (1) slide lane — through which the person is passing a valid smart ID card or visitor QR pass;
- a covered queuing area at the approach side of the lanes, with a barrier holding the queue separate from the exit flow;
- a guard post with a clear view of all lanes, at the queue origin, positioned to the approach side, so that unregistered persons register before reaching the lanes;
- a queuing space of at least [illegible] m × [illegible] m at both ends of each lane, kept within the queuing area on the approach side and sufficient for one person at a time, and an accessible route through the gate;
- an emergency exit or release gate for emergency use, the emergency condition and facility determined for existing gate is retained for the persons whom it can be opened by, the guard on duty, as confirmed for each gate in the site survey report; and
- modifications or removal of the existing gate lanes shall be shown as shown in the AE Concept and the approved working drawings. The X-ray luggage scanner and walk-through metal detector shown in the original AE Concept drawings are not part of this contract; the space they occupied forms part of the covered circulation area.

Vehicle gates (Gates 1 and 2): Each gate is a [illegible] vehicle entry point with entry and exit lanes, laid out as shown on Sheet [illegible]:

- in the order of travel on entry: (1) an [illegible] queuing area beside the guardhouse, where drivers present a valid or QR pass without exiting the vehicle; (2) the boom barrier; and (3) the slide lane;
- a protected canopy over the barrier and the slide lane, with [illegible] and loop detectors in the lane;
- an exit lane with its own barrier;
- the guard house as shown on Sheet [illegible], manned; and
- space for unregistered visitors to stop and enter a gate without obstructing the entry lane. The final position of the visitor registration station at each vehicle gate is set in the approved working drawings, subject to site conditions, a registering vehicle must not obstruct the entry lane, and the station and its equipment shall be weather protected. The supplier proposes the position in the site survey report, and the PMDU decides within seven (7) calendar days.

Where the AE Concept, the Section and Section 4 differ, or the AE Concept does not match site conditions, the supplier shall report the matter in writing in the site survey report and shall not proceed with the affected work until PMDU issues a written decision.

3.5.3 Construction Requirements and Verification

The completed works shall conform to the approved working drawings and meet the following minimum requirements, in addition to [illegible] and the schedules in Annex [illegible] and [illegible]. Each requirement stated hereunder will be verified.

Req. #	Construction requirement [illegible] of verification
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]

3.5.4 Site Survey, Working Drawings and Construction Submissions

Before construction, the supplier shall survey each gate and submit the following:

Submission	Contract	Timeline and Delivering Action
Site survey report	[illegible]	[illegible]

Deliverables	Details	Timeline and following action
Working drawings	[illegible]	[illegible]
Construction method statement and planning plan	[illegible]	[illegible]
Shop drawings and material samples	[illegible]	[illegible]
As-built plans	[illegible]	[illegible]

The following apply to the construction of the gate and its:

- The supplier shall secure the building, electrical and electronic permits for the gate rehabilitation, using the approved and revised working drawings and the payment of the permit fee provided by [illegible] (Section 13.1).
- No construction shall start on any gate unless the working drawings, shop drawings, and construction method statement are approved by the University and the required permits are issued.
- [illegible] approves the working drawings for engineering purposes only. Approval does not relieve the supplier of responsibility for meeting Sections 3.4.2 and 3.4.3, the applicable codes, and the performance of the contracted works. Shop drawings shall not change the approved working drawings without [illegible]'s prior written approval under Section 3.4.6.
- Time taken by consultant and relevant [illegible] the supplier's own submissions does not extend the contract period. University review targets: [illegible] working days per cycle. If a working day falls on a public holiday, the review period shall extend to the next working day. Resubmissions restart the clock. [illegible] (Section 3.4).

3.4.5 Construction, Inspection and Completion

- Build each gate according to the approved working drawings and shop drawings. The works shall be supervised by qualified professionals with [illegible] experience in [illegible] gate and [illegible] gate.
- Give the University at least two (2) working days' notice before the commencement of the following stages, and do not proceed until the University's representative has inspected and recorded them: (a) site layout; (b) concrete pouring; (c) [illegible] of the [illegible] and [illegible] foundations; (d) site layout of the canopy and lighting system; (e) [illegible] electrical wiring, conduit and [illegible]; and (f) layout of other structural elements. Hold-point records shall be retained in the as-built plans.
- Carry out the material tests required by Section 3.3.3 and the approved working drawings (for example, concrete compressive strength, [illegible], or welds).
- Any change to [illegible] approved under Section 3.3.3 shall be reflected in the as-built plans.
- A gate is ready for use only when the works conform to the approved working drawings and Section 3.4.3, the equipment is known to be [illegible] and has passed the tests in Section 10.1, the as-built plans are submitted and accepted, and the site [illegible] (MSDA) may verify the as-built plans on site. The supplier shall correct any discrepancy observed.

3.3.6 Responsibilities, Changes and Pricing

- [illegible] is responsible for the AE Concept. The supplier is responsible for the working drawings, their completeness, their conformity with the AE Concept, Sections 3.3.2 and 3.3.3 and the applicable codes, and their suitability on site. Errors or omissions in working drawings shall be corrected by the supplier at no cost and without extension of the contract period.
- Where the AE Concept cannot be built as shown because of site conditions that could not reasonably have been found during the site inspection and the site survey — including buried utilities, existing foundations and subsurface conditions — the supplier shall report the matter in writing, and any resulting adjustment of the contract period or price shall be [illegible] and its IPR.
- The supplier is responsible for the working drawings, [illegible] drawings, temporary works, construction methods, [illegible] and [illegible], for the conformity of the completed works to the approved working drawings and Section 3.3.3, and for the accuracy of the [illegible] plans. Any non-conformance found during construction, testing, the DAP or the warranty period shall be corrected by the supplier at no cost to the University and without extension of the contract period.
- Changes to the gate-retrofit work [illegible] are limited to conditions not anticipated in the contract documents. Variation orders, if any, shall be [illegible] and its IPR.
- The cost of the gate retrofits, including the working drawings, construction, permits and [illegible] plans, is priced under items AC.1 to AC.5 [illegible] from the gate equipment (items T.3, Q.2, R, [illegible]) [illegible] (Section 8).
- The supplier is liable for construction, material and workmanship defects of the gate retrofits throughout the DAP and the warranty period (Section 17.1).

4. TECHNICAL SPECIFICATIONS AND PERFORMANCE PARAMETERS

Schedule of Major Components. The schedule below lists the major components of the job with the minimum [illegible] of each item. If [illegible], [illegible] the [illegible] in Section 8, the [illegible] specifications in Sections 4.3 to 4.6 and the site schedule in Section 5, where they differ, the [illegible] specifications [illegible].

Item	Component	Minimum Issues
Component A – Subsets and Security Infrastructure (Section 4.3)		
A	[illegible]	[illegible]
B	[illegible]	[illegible]
C.1, C.2	[illegible]	[illegible]
D	[illegible]	[illegible]
E	[illegible]	[illegible]
F.1, F.2, F.3	[illegible]	[illegible]
G	[illegible]	[illegible]
H	[illegible]	[illegible]
I	[illegible]	[illegible]

[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]

4.1 General Technical Requirements

Req. ID	Requirement
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]

Applicable standards

Area	Standard / Requirement
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]

4.2 Performance, Availability, Scalability and Design Parameters

Req. ID	Requirement
PER-01	[illegible]
PER-02	[illegible]
PER-03	[illegible]
PER-04	[illegible]

Baseline design parameters

Parameter	Value
Concurrent users	[illegible]
Access points	[illegible]
CCTV (cameras / interface)	[illegible]
Access control	[illegible]
Internet capacity	[illegible]
Buildings covered	[illegible]
Access switches / IDFs	[illegible]
Backbone fiber links	[illegible]

4.3 Component A – Network and Security Infrastructure (Detailed Minimum Specifications)

4.3.1 Core Switch (Item A) – Three (3) units

Two (2) units at the Main Campus, configured in high-availability mode, as the [illegible] and (1) unit at Campus B, standalone or stackable and [illegible] as the Campus B core. Exact locations shall be set in the approved design.

No.	Parameter	Minimum specification
General and Performance		
A-01	Type and forwarding	[illegible]
A-02	Switching capacity and forwarding rate	[illegible]
A-03	Activation and forwarding	[illegible]
Interfaces		
A-04	Aggregation ports	[illegible]
A-05	Uplink ports	[illegible]
A-06	Jumbo frames	[illegible]
Layer 2, Layer 3 and Multicast		

No.	Parameter	Minimum specification
A-07	Layer 2 features	[illegible]
A-08	Layer 3 mobility	[illegible]
A-09	Multicast	[illegible]
Quality of Service and High Availability		
A-10	Quality of service	[illegible]
A-11	Multi-chassis/ring aggregation	[illegible]
A-12	Fabrication	[illegible]
A-13	Power supplies and fans	[illegible]
Security and Management		
A-14	Security	[illegible]
A-15	Management	[illegible]
A-16	Fan-based temperature/air power	[illegible]

4.3.2 Distribution Switch (Item B) – Two (2) units

Two (2) units in HA mode (standing, MLAG or equivalent), aggregating the access layer to the core. Each Main Campus building [illegible] this distribution pair or the core pair (Item A), as set in the approved design — so that the failure of any one distribution or core switch does not [illegible]

No.	Parameter	Minimum specification
B-01	Transport/Networking	[illegible]
B-02	Switching capacity and forwarding rate	[illegible]
B-03	Fiber and copper	[illegible]
B-04	Layer 2 features	[illegible]
B-05	Layer 3 mobility	[illegible]
B-06	Quality of service	[illegible]
B-07	Security	[illegible]
B-08	High availability and power	[illegible]
B-09	Management	[illegible]
B-10	Fan-based temperature/air power	[illegible]

[illegible] 10G SFP+ Optical Transceivers (Items C.1 and C.2) – Two Hundred Sixty-two (262) units

[illegible]

No.	Parameter	Minimum specification
Transceiver types and quantities		
E-01	[illegible]	[illegible]
E-02	[illegible]	[illegible]
General Requirements		
E-03	[illegible]	[illegible]
E-04	[illegible]	[illegible]
E-05	[illegible]	[illegible]
E-06	OEM or certified compatible	[illegible]
E-07	[illegible]	[illegible]

[illegible] 40G/100G QSFP Transceivers / DAC Cables (Item 3) – Eight (8) units

No.	Parameter	Minimum specification
E-01	[illegible]	[illegible]
E-02	[illegible]	[illegible]
E-03	OEM or certified compatible	[illegible]

[illegible] Next-Generation Firewall (Item 4) – Three (3) units

[illegible]

Sizing basis. [illegible]

No.	Parameter	Minimum specification
Performance (each unit)		
E-01	[illegible]	[illegible]
E-02	[illegible]	[illegible]
E-03	[illegible]	[illegible]

No	Parameter	Minimum specification
E-04	[illegible]	[illegible]
E-05	[illegible]	[illegible]
E-06	Interfaces	[illegible]
E-07	[illegible]	[illegible]
E-08	Logging	[illegible]
E-09	[illegible]	[illegible]
E-10	[illegible]	[illegible]
Threat Prevention, Application and Web Control		
E-11	[illegible]	[illegible]
E-12	[illegible]	[illegible]
E-13	[illegible]	[illegible]
E-14	[illegible]	[illegible]
E-15	[illegible]	[illegible]
Networking, VPN and SD-WAN		
E-16	[illegible]	[illegible]
E-17	VPN	[illegible]
E-18	[illegible]	[illegible]
High Availability, Management and Licensing		
E-19	High availability	[illegible]
E-20	Management	[illegible]
E-21	[illegible]	[illegible]
E-22	[illegible]	[illegible]

4.2.6 PoE+ Access Switches and Gate Network Cabinets (Items F.1, F.2 and F.3)

One (1) access switch per building fitted in Areas G-1 (fifth buildings) [illegible] 24-port units (Item F.1) at the buildings that serve outdoor access points [illegible] PoE devices, as indicated in Areas G-1 and forty-two (42) 12-port units (Item F.2) at the other buildings. The approved design may change the size assigned to a building after additional [illegible] Five (5) gate network cabinets (Item F.3), one at each of Gates 1, 3, 4, 6 and 8 [illegible] the gate equipment.

No.	Parameter	Minimum specification
Common Requirements (Items F.1 and F.2)		
F.01	Type and management	[illegible]
F.02	Lifetime	[illegible]
F.03	Layer 2 and Layer 3 features	[illegible]
F.04	Quality of service and security	[illegible]
F.05	Management	[illegible]
F.06	Ambient temperature power and mounting	[illegible]
(6) Port Unit (Item F.1, 16 units)		
F.07	PoE ports	[illegible]
F.08	Pole budget	[illegible]
(7) Port Unit (Item F.2, 42 units)		
F.09	PoE ports and switching capacity	[illegible]
F.10	Pole budget	[illegible]
Gate Network Cabinet (Item F.3, 5 units)		
F.11	Gate system	[illegible]
F.12	Cabinet	[illegible]
F.13	Power backup	[illegible]
F.14	Production	[illegible]
F.15	Lifetime	[illegible]

4.2.7 Indoor Wi-Fi 6 Access Point (Item G) – One hundred Eighteen (118) units

For installation at the Main Campus (94), [illegible] building in Annex D-1 and 30 simulated by the predictive wireless survey to the highest-demand areas, [illegible], the Library and Function Hall(s), Campus B (30) and Campus C – Sub Station (19).

No.	Parameter	Minimum specification
G-01	Standard ordinance	[illegible]
G-02	Data rate and clients	[illegible]
G-03	Radio features	[illegible]
G-04	Security	[illegible]
G-05	Ethernet power and mounting	[illegible]
G-06	Management	[illegible]
G-07	Management interface	[illegible]
G-08	Operating temperature	[illegible]
G-09	IoT ports (preferred)	[illegible]
G-10	TPM and secure boot (preferred)	[illegible]

4.2.8 Outdoor Wi-Fi 6 Access Point (Item H) – Twenty (20) units

For installation in outdoor areas not covered by building access points — [illegible] at the Main Campus and [illegible] at Campus B — at the installation site the [illegible] names, [illegible] to the building, [illegible] indicated in Annex C-1 at the [illegible] the approved design.

No.	Parameter	Minimum specification
H-01	Standard ordinance	[illegible]
H-02	Data rate and clients	[illegible]
H-03	Radio features	[illegible]
H-04	Security	[illegible]
H-05	Ethernet and power	[illegible]
H-06	Environmental rating and mounting	[illegible]
H-07	Management interface and controller	[illegible]
H-08	IoT ports, TPM and secure boot (preferred)	[illegible]

4.2.9 Out-of-Band Management Switch / Console Server (Item I) – Three (3) units

One (1) unit each at the Main Campus [illegible], the Main Campus data center and Campus B, providing management access independent of the production network.

No	Parameter	Minimum specification
[illegible]	Ports	[illegible]
[illegible]	Independent source	[illegible]
[illegible]	Security	[illegible]
[illegible]	Cellular [illegible]	[illegible]
[illegible]	Power and time	[illegible]
[illegible]	Scalability	[illegible]

4.3.10 Enterprise Network Management System (Item J) – One (1) Kit

No	Parameter	Minimum specification
Platform and scheduling		
[illegible]	Licence	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	Failover	[illegible]
[illegible]	Host activity	[illegible]
[illegible]	Discovery and monitoring processes	[illegible]
[illegible]	Authentication	[illegible]
Functions		
[illegible]	Discovery and topology	[illegible]
[illegible]	Availability and performance monitoring	[illegible]
[illegible]	Alerting	[illegible]
[illegible]	Flow monitoring	[illegible]
[illegible]	Configuration management	[illegible]
[illegible]	Dashboards and reports	[illegible]
[illegible]	[illegible]	[illegible]
Network Services		
[illegible]	DHCP and DNS	[illegible]
[illegible]	IP address management	[illegible]
[illegible]	NTP	[illegible]
Log Management		

No.	Parameter	Minimum specification
J-17	Central log collection	[illegible]
J-18	Log retention	[illegible]
J-19	Log access control	[illegible]

4.3.11 Network Access Control / RADIUS Platform (Item K) – One (1) set

No.	Parameter	Minimum specification
K-01	Authentication	[illegible]
K-02	[illegible]	[illegible]
K-03	[illegible]	[illegible]
K-04	High availability	[illegible]
K-05	Interoperability	[illegible]
K-06	Independent operation	[illegible]

4.3.12 3 kVA Rack Mount Online UPS for MDF and Data Center (Item L) – Six (6) units

No.	Parameter	Minimum specification
L-01	Capacity and rapidity	[illegible]
L-02	Runtime	[illegible]
L-03	Management power and monitoring	[illegible]

4.3.13 Online UPS for Building IDFs (Items M.1 and M.2) – Sixty-nine (69) units

No.	Parameter	Minimum specification
M-01	Capacity and rapidity	[illegible]
M-02	Runtime	[illegible]
M-03	Management power and monitoring	[illegible]

4.3.14 Structured Cabling System (Items N.1 and N.2)

No.	Parameter	Minimum specification
N-01	Scope and summarization	[illegible]
N-02	Copper cabling	[illegible]
N-03	Fiber cabling	[illegible]
N-04	Nodes and pathways	[illegible]
N-05	Entrance rooms	[illegible]
N-06	Surge protection	[illegible]
N-07	Certification testing	[illegible]
N-08	Labeling	[illegible]
N-09	Manufacturer system warranty (preferred)	[illegible]
N-10	Distributor route measurement (item N.2)	[illegible]

4.4 Component B – Physical Security and Access Control (Detailed Minimum Specifications)

4.4.1 Network Video Recorder / Video Management System (Item D) – Unit (1) Ind

No.	Parameter	Minimum specification
D-01	Camera storage formats	[illegible]
D-02	Livable storage	[illegible]
D-03	Resilience	[illegible]
D-04	User accessment audit	[illegible]
D-05	Retention settings	[illegible]

4.4.2 CCTV Monitoring Workstation (Item F) – One (1) unit

No.	Parameter	Minimum specification
F-01	Workstation	[illegible]
F-02	Displays	[illegible]
F-03	Software	[illegible]

4.4.3 SMP IP CCTV Cameras and Poles (Items G-1, G-2 and G-3)

Generally, two (12) dome cameras (Item G-1) [illegible] (Item G-2) [illegible] outdoor access [illegible] CCTV cameras — [illegible] building approaches — [illegible] CCTV placement plan, prepared with the University Security Office [illegible] (Item G-3) [illegible] outdoor access points [illegible]

No.	Parameter	Minimum specification
Common Requirements (Items G-1 and G-2)		
G-01	Protection and temperature	[illegible]
G-02	Frame rate [illegible]	[illegible]
G-03	Hours	[illegible]
G-04	Logical [illegible]	[illegible]
G-05	Custom [illegible]	[illegible]
G-06	Integration	[illegible]
Dome Cameras (Item G-1, 12 units)		
G-07	Dome form factor	[illegible]
G-08	Vision [illegible]	[illegible]
Bullet Cameras (Item G-2, 48 units)		
G-09	[illegible]	[illegible]
G-10	[illegible]	[illegible]
Pole for Custom Devices (Item G-3, 16 units)		
G-11	Pole	[illegible]
G-12	[illegible]	[illegible]
G-13	[illegible]	[illegible]
G-14	[illegible]	[illegible]

4.4.4 Boom Barrier (Item R) – Two (2) units

One (1) unit each on Gate 1 and Gate 2, [illegible] **Vehicle access control is applied on entry only.** [illegible]

[illegible]

No.	Parameter	Minimum specification
General Requirements		
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible] (Stations 1 and 2)		
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]

4.4.5 Two-Lane Pedestrian Flag Barrier Remotes (Space Saver [illegible]) – Six (6) sets

[illegible]

No.	Parameter	Minimum specification
Dimensions		
[illegible]	Type	[illegible]
[illegible]	Colour	[illegible]
[illegible]	Flags	[illegible]
[illegible]	Lanyards	[illegible]
[illegible]	Installation	[illegible]
Performance and Other		

No	Parameter	Minimum specification
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
Safety and Detection		
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
Smart ID Card and Identity Integration		
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
Power and Environment		
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
Gate Monitoring (Gates 3, 4 and 5)		
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]

No.	Parameter	Minimum specification
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
Indicators		
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]

4.6.6 Electromagnetic Door Access Set (Item 7) – Twenty-six (26) sets

Twenty-six (26) sets of [illegible] security access [illegible] within the Main [illegible], designated by WMRA in the approved design — for example, the MCF, the data center, ICT and [illegible] rooms, [illegible] rooms, the [illegible] and [illegible] funding high value equipment. [illegible] with a complete working door access point and [illegible] by following: [illegible]

No.	Parameter	Minimum specification
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]

4.6.7 Access Control Enrollment Terminal (Item 2) – One (1) unit

No.	Parameter	Minimum specification
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]

No.	Parameter	Minimum specification
[illegible]	[illegible]	[illegible]

4.4.8 Centralized Access Management Software (CAMS) (Item 1) – Dire (1) Landlogs

No.	Parameter	Minimum specification
Functions		
[illegible]	Central management	[illegible]
[illegible]	Credentials	[illegible]
[illegible]	Monitoring and control [illegible]	[illegible]
[illegible]	Encryption	[illegible]
[illegible]	Server and database	[illegible]
Independent Operation and [illegible] Systems Integration		
[illegible]	Independent operation	[illegible]
[illegible]	Phased integration	[illegible]
[illegible]	Present synchronization	[illegible]
[illegible]	Resolution time	[illegible]
[illegible]	Integration method	[illegible]
[illegible]	Centralized monitoring	[illegible]
[illegible]	Single source of identity	[illegible]
Voter Registration (mandatory)		
[illegible]	Mandatory registration	[illegible]

No.	Parameter	Minimum specification
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]

[illegible] Smart ID Card, [illegible] MHz (Item [illegible]) – [illegible] (Thousand) ([illegible]) pcs

No.	Parameter	Minimum specification
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]

[illegible] ID Card Printer (Item [illegible]) – Two (2) units

No.	Parameter	Minimum specification
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]

4.2 Component C – Implementation Services and Gate Construction Works

4.5.1 Installation Services (Item E) – One (1) lot

No.	Parameter	Minimum specification
E-01	Scope	[illegible]
E-02	Standards and connection	[illegible]
E-03	Engineering drawing	[illegible]
E-04	Estimation and procedures	[illegible]

4.5.2 Configuration and Integration Services (Item AA) – One (1) lot

No.	Parameter	Minimum specification
AA-01	Network	[illegible]
AA-02	Security	[illegible]
AA-03	Workers	[illegible]
AA-04	[illegible]	[illegible]
AA-05	[illegible]	[illegible]
AA-06	Estimation and procedures	[illegible]

4.5.3 Project Management, Deployment and Implementation (Item AB) – One (1) lot

No.	Parameter	Minimum specification
AB-01	Project management	[illegible]
AB-02	Migration and porting	[illegible]
AB-03	Training and knowledge	[illegible]
AB-04	Support services	[illegible]

4.5.4 Gate Retrofit/Renovation Construction Works (Item AC.1 to AC.5) – One (1) lot per gate

No.	Parameter	Minimum specification
AC-01	Scope	[illegible]
AC-02	Working drawings	[illegible]
AC-03	Installations	[illegible]
AC-04	Permits	[illegible]

No.	Parameter	Minimum specification
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]

4.6 Component D – Internet Connectivity Service

4.6.1.2 Gbps Dedicated Internet Service (Item AD) – Thirty-six (36) months

No.	Parameter	Minimum specification
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]

4.7 Integration Requirements

The supplier systems shall be integrated with each other and with the University systems below, through documented, standards-based interfaces. Every interface shall be tested under Section 10.1 and documented in the turnover package (Section 5.2).

Independent operation. Every supplier system shall work fully on its own. The interfaces to the CIS ID System (INT-[illegible]), the University Directory (INT-[illegible]) and the Command Center (INT-[illegible]) are enabled when those systems are available and tested, until then the following [illegible] supply and acceptance is carried out on the modem operation (Section 10.1). Interfaces enabled after Project Completion are delivered and tested at no additional cost.

Req. ID	Requirement
[illegible]	[illegible]
[illegible]	[illegible]

Req. ID	Requirements
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]

4.8 Security and Data Protection Requirements

Req. ID	Requirements
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]

5. DELIVERABLES AND ACCEPTANCE

5.1 Required Deliverables

[illegible]

Each deliverable shall be accepted in writing by the End-User before the related milestone is considered complete. The End-User shall approve or reject with comments each submission within seven (7) calendar days of receipt. Lapse of the review period does not constitute approval; any delay attributable to the End-User may be considered in a request for contract time-extension under RA 10306 and its IRR.

No.	Deliverable	Due
1	[illegible]	Milestone M1
2	[illegible]	Milestone M2
3	[illegible]	Milestone M3
4	[illegible]	Milestone M4
5	[illegible]	Milestone M5
6	[illegible]	Milestone M6
7	[illegible]	Milestone M7
8	[illegible]	Milestone M8
9	[illegible]	Milestone M9
10	[illegible]	Before Final Acceptance
11	[illegible]	End of the DLP
12	[illegible]	Milestones M1 to M8

5.2 Documentation and Turnover

Each document shall be submitted as two (2) printed copies and one (1) editable soft copy. Turnover documentation shall include:

- as-built logical and physical diagrams, rack elevations and cabling records in editable source format (for example, Visio or CAD) as well as PDF;
- signed and sealed as-built architecture, structural and electrical plans of each gate retrofit, in editable CAD format as well as PDF;
- Operations Manual and Maintenance Manual for every system;
- final configuration files and backups of all devices and software;
- asset inventory with serial numbers, license keys, support contract numbers and expiry dates;
- administrator credentials and encryption keys, turned over in a sealed envelope or password vault; and
- Training Completion Report, completed weekly progress reports, and Final Project Report.

5.3 Acceptance Conditions

5.3.1 Project Completion

WMSC shall issue the certification of project completion only when all of the following are met:

- all tests in Section 11.1 passed and the UAT and witness (Section 10.1) read, on the mode of operation in effect for each interface (Section 4.7);

- the on-site [illegible] support under Section 3.8 completed, including an operational run of seven (7) consecutive calendar days without a Severity 1 or 2 incident (Section 10.1), and all punch list items closed;
- replaced equipment documentation and warranty turned over with certificate of verification (Z.03), part of work plan received;
- all deliverables in Section 3.1 for the [illegible] up and including Turnover, and all documentation in Section 3.2, submitted and accepted;
- the Internet service (Item A2) operating under SLA, with the provider's service contract under AD.01 submitted; and
- all licenses, subscriptions and support are licensed in the University's name.

An interface to a system of another sub-project that is not yet available does not prevent the certification of project completion, as delivery is to the project under Section 4.1. The certification of project completion fixes the date of Project Completion under Section 5.3, and is the implementation period for the purposes of Section 16 and starts the three (3) year warranty and support period in Section 5.4, beginning with the Defects Liability Period. It does not constitute Final Acceptance (Section 5.3.2).

5.3.2 Final Acceptance

After Project Completion, WMSDL through the [illegible] and its Accountable Consultant, shall inspect, test and verify the completed works, goods and services against the TOR and the approved design, and may repeat any test in Section 10.1. The Certificate of Final Acceptance shall be issued only when all of the following are met:

- the certification of project completion has been issued under Section 5.3.1;
- [illegible] and the [illegible] of works, goods and services [illegible] the approved design;
- all deliverables available in writing by WMSDL have been corrected by the supplier, re-tested and verified; and
- SDC.07 is met.

WMSDL shall issue within the period in Section 5.3. The supplier shall correct each stated deficiency within the period set by WMSDL in its written notice, and shall submit the rectified item for inspection and testing within additional cost to the University.

5.3.3 Completion of the Defects Liability Period

At the end of the one (1) year DLP, the [illegible] and its Accountable Consultant shall conduct an inspection. A Certificate of DLP Completion shall be issued only when all of the following are met:

- all non-functioning items reported during the DLP have been repaired with new units and accepted;
- no open Severity 1 or 2 incidents, and all Severity 3 incidents resolved or accepted in writing;
- the DLP Report and supplier documentation (Section 4.1) submitted and accepted;
- SDC.07 is met; and
- all licenses, subscriptions and support obligations are in force for at least the remaining two (2) year warranty period.

If any conditions are not met, the DLP is extended for the affected items only, until those conditions are met, without additional cost to the University. The two (2) year warranty, and the [illegible] period follows the DLP.

6. CONTRACT DURATION AND IMPLEMENTATION SCHEDULE

6.1 Contract Duration

The supplier shall complete the entire scope of work within [illegible] hundred eighty (180) calendar days from receipt of the Notice to Proceed (NTP), inclusive of initial [illegible], site survey and requirements validation, design, delivery, inspection and acceptance of goods, construction of the data centre, supply and installation, configuration and integration, testing and commissioning, training, pilot and turnover (Section 5.2). The thirty-six (36) month Internet service (Item A2) runs from a [illegible] under Section 5.3, and is complete after five hundred eighty (580) calendar days, [illegible] of the implementation period.

[illegible]

[illegible]

5.2 Implementation Milestone Schedule

[illegible]

No.	Milestone	Completed by
M1	[illegible]	[illegible]
M2	[illegible]	[illegible]
M3	[illegible]	[illegible]
M4	[illegible]	[illegible]
M5	[illegible]	[illegible]
M6	[illegible]	[illegible]
M7	[illegible]	[illegible]
M8	[illegible]	[illegible]
M9	[illegible]	[illegible]

After Project Completion, WMSU conducts Final Acceptance under Sections 5.3.2 and 5.3. The Defects Liability Period runs for the first year, and the warranty and technical support period for the second and third years, after Project Completion (Sections 5.4 and 5.5).

Delivery period. All equipment, licenses and materials shall be delivered within sixty (60) calendar days from receipt of the NTP, considered with the delivery period stated in the schedule to Bid. Installation, configuration, testing, training and turnover shall be completed within the one hundred eighty (180) calendar day contract period (Section 5.3). All deliveries shall be made to the WMSU Main Campus, including equipment and materials for Campus B and Campus C (San Ramon), for inspection and acceptance by the Inspection Committee. After acceptance, the supplier shall haul the items to Campus B and Campus C for their installation, at its own cost and risk. The internal service roads will be available before GAT.

5.3 Contract Completion and Final Acceptance

The contract shall be completed within one hundred eighty (180) calendar days from receipt of the Notice to Proceed (NTP). A warranty and support period of three (3) years shall commence upon Project Completion, as certified in the certification of project completion (subclause 5.3.1). That period, in conjunction with the one (1) year Defects Liability Period followed by two (2) years of warranty and technical support, sets the coverage of the delivered equipment and the delivered software are subject to Sections 5.4, and the obligations of the supplier during it are those in 5.5.

Distinction between Project Completion and Final Acceptance. Project Completion and Final Acceptance are two distinct events under the Terms of Reference. They shall not be treated as the same act in any reading, on the whole date, and either term shall not be used as a substitute for the other.

- **Project Completion** means the date on which the supplier has completed and delivered all works, goods and services under Components A, B, C and D, including the successful conduct of the Acceptance Tests (Item 20), gained the provisional acceptance, the closure of the punch list, and the turnover under Milestone VII, as certified by WMSU in the certification of project completion (Section 5.3.1). Project Completion is due within the one hundred eighty (180) calendar days from the contract date. The definition will apply even if the delay is subject to Section 10 (Liquidated Damages). Project Completion fixes the start of the maintenance period for the purpose of Section 7 (Warranty) and the three (3) year warranty and support period (Section 5.4).
- **Final Acceptance** means the separate and subsequent act of WMSU, which takes place only after inspection, testing, verification and acceptance under Sections 5.3.2 and 5.3, and is evidenced by the Certificate of Final Acceptance issued by WMSU. The certificate, jointly signed by the Project Manager, the Final Project Report, the punch list of the systems, the issue of the maintenance period, and any payment made on the conditions, imply or indicate the Final Acceptance.
- WMSU should issue the Final Acceptance within the sixty (60) calendar days from Project Completion, by issuing the Certificate of Final Acceptance or by stating in writing the deficiencies to be corrected. Any delay in Final Acceptance will liability to the supplier does not release the supplier of any obligation and shall be without cost to WMSU. Its effect on the warranty and support period is governed by Section 5.4.

5.4 Defects Liability and Warranty Period

Upon Project Completion and the certification of project completion (Section 5.3.1), a warranty and support period of three (3) years shall commence. That period runs for one calendar year from Project Completion, except where a longer period is stated for any item. Final Acceptance (Section 5.3) is a separate and later act and does not restart the period.

Supplier's warranty, after commissioning. The warranty is the supplier's own warranty, issued by the supplier to the University's name, and the supplier's sole process to fix. It starts only after testing and commissioning, or Project Completion, as part of a turn-key delivery, installation or any earlier date. Manufacturer warranties pass to the University in addition to, and do not replace, the supplier's warranty, and the supplier shall not refer the University to a manufacturer for any warranty claim.

Defects Liability Period. The first (1) year of the contract is the Defects Liability Period (DLP), which covers both the delivered equipment and materials and the delivered software. The equipment and materials include the passive cabling, infrastructure, OFC and CAT6 fiber, racks, distribution frames, cable trays and pigtails.

Category 6A horizontal cabling, patch panels, jack panels, faceplates, ICT NCP racks and wall cabinets, conduits, raceways and cable trays, and the ICT electrical works (providing and earth protection), the poles and their foundations (Item G.3); and the active equipment (core, distribution and PoE+ access switches, gate network cabinets, transceivers and DAC cables, third-generation firewalls, two-tiered management switches and console servers, network management system, wireless and outdoor Wi-Fi access points, online UPS units. IP CCTV cameras, the NVR/VMS and its hard disk drives, the CCTV monitoring workstation and displays, boom barriers, fog barrier, [illegible] (Item E); and printers). The software includes device operating systems and firmware, the network management system, the network access control system, the video management system, the Centralized Access Management Software suite (Item D) [illegible] Components A and B. During the DLP the supplier shall be responsible, at its own expense, for the correction of defects or damage attributable to defective materials, workmanship, software defects, or non-compliance with the approved specifications and contract requirements, including the replacement of units or components with brand new units under Section 17.1, subject to notification to government bodies and regulators. The civil and construction works — including [illegible] and flow equipment, power housings/cupboards, pole foundations and surface restoration along Wards C, E, and the gate house/[illegible] construction works (Item AC) — shall [illegible] and workmanship.

Warranty and technical support period. The remaining five (5) years of the period are the warranty and technical support period, which shall commence upon the completion of the delivery of software as specified in Section 17. The one (1) year Defects Liability Period and the five (5) year warranty and technical support period are distinct and [illegible] fulfilling all of its [illegible] obligations under the contract. The support services and service levels in Section 17.2 shall apply throughout the three (3) years.

Relation to the warranty in the invitation to Bid. The invitation to Bid requires a warranty of one (1) year for equipment and six (6) months for supplies and materials, from the date of acceptance. The one (1) year Defects Liability Period satisfies the [illegible] (1) year warranty for equipment, and the five (5) year warranty and technical support period exceeds it. In no case shall the warranty of any equipment end earlier than one (1) year after Final Acceptance, nor the warranty of supplies and materials in Section 17.1 earlier than six (6) months after Final Acceptance. Where any item specification states a longer warranty (for example, four (4) years for the sub-1G/2.5G managed management switches [illegible]), the more favourable warranty of at least fifteen (15) years preferred for the structured cabling (Item B) or the cabling to [illegible] warranty of at least four (4) years for the gate network (Item H), the longer period applies. The relevant manufacturer's or specialist's guarantee under Section 17.5 secures the warranty obligations.

Effect of delay in Final Acceptance. Where Final Acceptance is materially delayed attributable to the supplier, including failure to commence within the prescribed [illegible] (Section 8.2), the Defects Liability Period and the three (3) year warranty and support period shall each be extended by the number of calendar days of that delay, subject to [illegible] (Section 4.4) and without prejudice to [illegible] other remedies.

7. MINIMUM KEY PERSONNEL

This table sets out the minimum key personnel to be made available for the duration of the implementation phase. The minimum qualifications are deliberately set at a level that captures those of every size and model. Degrees may be replaced by professional qualifications and licensing from any jurisdiction in recognised vendor-neutral bodies are accepted, and documented equivalent experience may replace a qualification. Qualifications should be evidenced under Criterion 7 (Section 11.2.7).

7.1 Positions and Minimum Qualifications

Title No.	Position	Minimum Qualifications	Minimum Years of Experience
[illegible]	Project Manager	[illegible]	[illegible]

Tab No.	Position	Minimum Qualifications	Period above the minimum (Minimum 1)
KP-02	[illegible]	[illegible]	[illegible]
KP-03	[illegible]	[illegible]	[illegible]
KP-04	[illegible]	[illegible]	[illegible]
KP-05	[illegible]	[illegible]	[illegible]
KP-06	[illegible]	[illegible]	[illegible]
KP-07	[illegible]	[illegible]	[illegible]
KP-08	[illegible]	[illegible]	[illegible]
KP-09	[illegible]	[illegible]	[illegible]

7.2 Key Personnel Assignment Form and General Requirements

- **Key Personnel Assignment Form.** The bidder shall submit Annex 3, completed and signed, naming one (1) person for each position KP-01 to KP-09 and specifying, for each person, the qualifications that the TWO-ICT assessment of relevant experience, certifications and certifications in the same role, with the page numbers in the bid where the supporting documents are found.
- **Documents at bid stage.** For each person, the bid contains only the signed curriculum vitae, the signed commitment letter bearing the [illegible] period, and, for KP-03 to KP-09, the PRC identification card or certificate of registration. Diplomas, transcripts, certificates, certificates of employment and

[illegible] of the experience claimed are verified in pre-qualification. A material misrepresentation in Annex D is a ground for post-disqualification.

- **Only named persons are evaluated.** The TOR-KT evaluates only the personnel named in Annex D. CVs or certificates elsewhere in the bid that are not tied to a position in Annex D are disregarded.
- **One person, one position — with one exception.** Each key and specialist position (KP-01 to KP-09) and the Project Manager (KP-00) shall be filled by a different individual. One person may hold two (2) of the technical positions KP-02 to KP-06 where that person's CV shows the relevant qualifications of both and the deployment matrix shows no conflict between the two roles.
- **Engagement.** Key personnel may be employees of the bidder or engaged by it under contract; the commitment letter states which.
- **Personnel deployment matrix.** One matrix per bid showing the on-site presence of each key person across the nine-hundred-eighty (980) calendar days, mirroring the personnel deployment in Section 7.3.3, forms part of the Technical Proposal (Annex B, Form 08).
- **Consistency.** Names in Annex D, the CVs, the deployment matrix, the Gantt chart and the deployment matrix. A mismatch may be clarified from documents already in the bid. If it cannot be reconciled, the position is treated as not offered.
- **Supporting crew (not named).** [illegible] for the office-based data cleaning system, each with at least one (1) year of directly relevant data entry, validation or quality-control experience. These staff are not listed by name and are substituted with the employee deployment plan (Section 7.3.2) rather than the bid.
- **Conduct on site.** The Project Manager and other senior personnel participate in weekly progress meetings and submit weekly progress reports, and participate in the supervision visits that the Authority and its engineer may carry out. All personnel must wear identification, comply with the Authority's rules and sign the non-disclosure agreement in Section 1.3.4.
- **Additional personnel.** The deployment in Section 7.3 is a minimum. The supplier shall deploy additional qualified personnel as required to meet the [illegible] in Section 1.3, at no additional cost to the Authority.
- **Substitution** after award requires the prior written approval of [illegible], with a proposed replacement meeting the minimum qualifications and whose total qualifications are not lower than those declared for the person being replaced. Substitution without approval is a ground for the remedies under the Contract and its GCC.
- **Eligibility.** These requirements are a bid-time evaluation, not a national eligibility test. Any eligibility or [illegible] requirement is applied by the Authority in accordance with its procurement rules.

7.3 Responsibilities and Minimum Deployment

Position	Principal responsibilities (see the Handbook)	Minimum deployment
Project Manager (KP-00)	[illegible]	[illegible]
Network Architect / Network Engineer (KP-02)	[illegible]	[illegible]
Security Architect (KP-03)	[illegible]	[illegible]
Wireless Engineer (KP-04)	[illegible]	[illegible]
Physical Security / Access Control Engineer (KP-05)	[illegible]	[illegible]

Position	Principal responsibilities under the installation	Minimum deployment
Professional Electronics Engineer (EP-08)	[illegible]	[illegible]
Civil Engineer (AP-07)	[illegible]	[illegible]
Licensed Electrical Technician (SP-06)	[illegible]	[illegible]
Architect (AP-08)	[illegible]	[illegible]

8. APPROVED BUDGET FOR THE CONTRACT (ABC)

8.1 Amount and Coverage

The ABC for this sub-project is **One Hundred Thirty-Seven Million Eighty-Nine Thousand Three Hundred Seven Pesos and 97/100 (₱137,089,307.97)** [illegible] and of all costs of design, supply, delivery, testing, installation, configuration, integration, testing, training, documentation, customs and duties, [illegible] and support required for a complete and consistent system.

8.2 Pricing Rules

- Bids exceeding the ABC shall be rejected. This limit shall be fixed as a whole; partial bids within the ABC shall not be accepted.
- Bidders shall quote the unit price and total price in Philippine Pesos [illegible] using the fixed numbers, decimal points, currencies and units stated. A single lump-sum price without the itemized breakdown shall not be accepted. Alternate bids or offers of a lower quality or lower specification than the bid response. Where the bidder has indicated the cost of a line in another line, it shall enter "0.00" and state "Included in Item [illegible]". This is a common error that can lead to a bid being not responsive.
- Unit prices and totals shall be in Philippine Pesos, VAT-inclusive, and shall cover supply, delivery to the DMMC Main Campus, [illegible], warranty and first support visit for the item. Installation, configuration and training are priced only under Items 2, A4 and A5.
- Total Price = Quantity × Unit Price. Arithmetic errors shall be corrected under RA 12009 and its IRR, where the unit price and the total differ, the unit price governs. The Total Bid Price shall equal the price in the Bid Form, and the bracketed amount shall exactly match the Statement of Construction Service Cost.
- For Items A1.2 (the cost is per 1 [illegible] of installed [illegible]) and A1.3 (per 1 month of service), for Items A2.1 to A2.6, the bidder shall enter the [illegible] of each type in the payment schedule of Section VI Schedule 3.1.1.
- All recurring costs falling within the three (3) year warranty and support period (licenses, subscriptions, software maintenance and second-level support) shall be included in the bid price. Any remote technical support that the supplier contributes under Section VI 3.2.2 is priced within Item A5.
- The line items form part of the contract and are the basis for any adjustment of quantities or variation order under RA 12009 and its IRR.
- Eligibility, checking, bid opening, [illegible] and evaluation, post-qualification and all related activities shall follow RA 12009 and its IRR, under [illegible] as a lump-sum. Consistent with the requirement to Bid, bidders shall post a bid security of a fixed amount, [illegible] of the ABC, in a Bid Securing Declaration. Bids shall be valid for one hundred twenty (120) calendar days, and bidders shall submit original brochures showing the specifications of the proposed offered [illegible] and official website printouts are accepted as brochures.

3.2 Line Items

Item	Description (PDR section)	Qty
Component A — Network and Security Infrastructure		
A	Core Switch (A 3.1)	[illegible] units
B	Distribution Switch (A 3.2)	2 units
C.1	100 GTP+ Optical Transceiver [illegible] (A 3.3)	52 units
C.2	100 GTP+ Optical Transceiver [illegible] (A 3.3)	[illegible] units
D	[illegible]	[illegible] units
E	[illegible]	[illegible] units
F.1	PoE+ Access Switch, Dispersal (A 3.5)	[illegible] units
F.2	PoE+ Access Switch, Tutorial (A 3.5)	[illegible] units
F.3	[illegible]	[illegible] units
G	[illegible]	[illegible] units
H	[illegible]	[illegible] units
I	[illegible]	[illegible] units
J	[illegible]	[illegible]
K	[illegible]	[illegible]
L	[illegible]	[illegible] units
M.1	Online UPS for Existing IDFs [illegible]	[illegible] units
M.2	Online UPS for Existing IDFs [illegible]	[illegible] units
M.1	[illegible]	[illegible]
M.2	[illegible]	[illegible]
Component B — Physical Security and Access Control		
D	[illegible]	[illegible]
F	[illegible]	[illegible]
G.1	[illegible]	[illegible] units
G.2	[illegible]	[illegible] units
H.1	[illegible]	[illegible] units
H	[illegible]	[illegible] units
S	[illegible]	[illegible] units
T	[illegible]	[illegible] units
U	[illegible]	[illegible] unit
V	[illegible]	[illegible]
W	[illegible]	[illegible] pcs
X	[illegible]	[illegible] units
Component E — Implementation Services and Data Construction Works		
Z	[illegible]	[illegible]
AA	[illegible]	[illegible]
AB	[illegible]	[illegible]
AC.1	[illegible]	[illegible]
AC.2	[illegible]	[illegible]

Item	Description/TOR Ref/Ref	Qty
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
Component 2— Internet Connectivity Service		
[illegible]	2 Mbps Dedicated Internet Service [illegible]	[illegible] months
TOTAL – APPROVED BUDGET FOR THE CONTRACT (ABC)		**[illegible]**

Detailed minimum specifications for each line item in Section [illegible]. The item numbers above are used throughout this TOR, the Statement of Compliance (Annex [illegible]) and the Financial Proposal. Item letter [illegible] is not used.

9. TERMS OF PAYMENT

9.1 Payment after delivery. Payment shall be made only after complete delivery, inspection and acceptance of the goods, unless and to the extent, upon mutual agreement, an advance payment is made for goods not yet delivered, subject to an equal or higher amount of security to be released. Any advance payment shall be made only as allowed under RA 12009 and its IRR.

9.2 Retention. Retention money is withheld from the payments as security for supplier's warranty obligations and is released after the three (3) year warranty period, or as provided under Section 17.3.

9.3 Detailed terms. The detailed terms of payment, including the payment milestones and the supporting documents, will be presented at the pre-bid conference and are set forth in Supplemental Bid Bulletin, which forms part of the Bidding Documents.

9.4 General. Payments are net of applicable taxes and of any liquidated damages or service credits under Section 16. Prices in the Financial Proposal are fixed for the duration of the contract, except as allowed under RA 12009 and its IRR. Payment does not constitute Final Acceptance (Section 8.3).

10. SUBMISSION AND RECEIPT OF BIDS

To allow orderly and fair evaluation, the submitted components of the bid shall be organized as follows:

- **Bid Submission Index.** Annex A, Part A-1, completed by the bidder, at the front of the technical component. It serves as the table of contents for every required document, stating the tab and the first page.
- **Tabs.** Fully labeled dividers with visible tabs for every document listed in the Bid Submission Index of Annex A (TAB-01 onward), followed by tabs TF-1 to TF-[illegible] for the Technical Proposal (Annex B), FP-01 to FP-[illegible] for the Financial Proposal (Annex D), [illegible] and AB for the Bid Bulletin Support Compliance (Annex F).
- **Page numbers.** Continuous page numbers on every page of the technical component, including brochures and certificates. All page references in Annexes A to F shall use these page numbers.
- **Marked datasheets.** Manufacturer brochures and datasheets shall be highlighted or marked at the specification line proving compliance with the relevant statement in Annex B.
- **Declarations drive the evaluation.** The TAKO ICT scores the values declared in Annexes C, D, E and F into the TKKS Evaluation Workbook. Every claim must match against the page cited. A value that is not declared in its Annex, or not supported on the page cited, is not credited.
- **Eligibility and financial components.** The eligibility documents, bid envelopes, and the financial component (sealed envelopes) of the Bid are not part of the technical tabs. Follow the layout of the eligibility and financial sections in the Bidding Documents and the relevant page numbers. The Financial Proposal shall follow the formats and item numbers in Section 3.2.
- **Deviations.** All exceptions, assumptions, departures and deviations from any mandatory requirement shall be stated explicitly (TR-4.5).

- **Clarifications.** Any conflict, ambiguity or omission in the technical requirements shall be raised during the clarification period. The approved Bidding Documents and the final contract documents shall govern.
- Tabling and indexing are for ease of reading and are not to be used as a ground for rejecting a bid. However, the TWG-ICT may advise the Consortia where the index and page references point to a document that is the bid but not referenced in the table of contents, and the table of contents that has different numbering to the bid. Where a document is requested in a specific form (Annexes A to F), the rules of that form apply.

11. BID EVALUATION AND CRITERIA

The procurement shall use the Most Economically Advantageous Tender rules (MEAT) criterion under RA 10904 and its implementing Rules and Regulations. The TWG-ICT shall evaluate the Quality component using the criteria, sub-criteria, evidence and rating scales in the Bid Evaluation Worksheet (Annex G), and shall submit its findings and scores to the BAC. The BAC shall evaluate the Price component. The weights, criteria, sub-criteria and their rules or specific standards shall be set in the Bidding Documents before bid submission and shall not be changed after bid submission.

11.1 Quality-Price Weighting

Component	Weight	Evaluator	Rules
Quality	[illegible]	TWG-ICT (Annexes G, H, I, J)	Quality Scoring Rubrics (Annexes G, H, I, J)
Price	[illegible]	Procurement Unit (Annex G)	Price Scoring Rubric (Annex G)
TOTAL	100%	BAC with the TWG-ICT Quality Scores	MEAT Score (Annex G)

11.2 Quality Criteria, Maximum Points and Rationale

The Quality Score is made up of eight (8) criteria, totaling 100 points. After minimum criteria (Title 9) are met, the Quality Criteria (Title 7) are used to rank the bidders. The Bidder criteria (Title 7) are used to rank bidders, not to pass/fail them. Minimum criteria (Title 9) are pass/fail. Bidders must meet all Title 9 criteria before their Title 7 scores are compared.

No.	Criterion	Max Points	What is assessed
1	Technical Quality of Deliverables	[illegible]	[illegible]
2	Software Packages	[illegible]	[illegible]
3	Customizing and Integration	[illegible]	[illegible]
4	Security and Data Protection	[illegible]	[illegible]
5	Methodology	[illegible]	[illegible]
6	Service Completion Projects	[illegible]	[illegible]
7	Key Personnel	[illegible]	[illegible]
8	After-Sales Support Training Indicators	[illegible]	[illegible]

No.	Criteria	Max Points	Effort assessment
	TOTAL	[illegible]	

11.2.1 Rationale for the Weights

The weights were set by the TWG-ICT from the risk and the budget share of each part of the sub-project. The Bidder criteria are fixed at ten (10) points each within all sub-projects of the ICT Modernization program, so that a bidder's track record points and view on [illegible] the same parallel regardless of the sub-project being bid.

No.	Criteria	Points	Rhythm weight
1	Technical Quality of Equipment	20	[illegible]
2	Software Packages	15	[illegible]
3	Customizing and Integration	15	[illegible]
4	Security and Data Protection	15	[illegible]
5	Methodology	15	[illegible]
6	Similar Completed Projects	15	[illegible]
7	Key Personnel	15	[illegible]
8	After-Sales Support (training included)	15	[illegible]

Why 50 / 40 between Solution and Bidder criteria. The Solution criteria rate a network and security infrastructure that WARSU will operate for years, so they rarely [illegible]. The Bidder criteria rate capability that applies to any sub-project and are therefore field-constant. Keeping them at 40 points prevents a technically attractive offer from a bidder that cannot deliver or support it from outsourcing a sound offer from a capable bidder.

Why quality is weighted 60% and price 40%. Under the implementing Rules and Regulations of RA 12009, the price proposed in a WARS procurement is given a weight of not less than Fifteen Percent (15%) and not

[illegible] more than forty percent (40%). The Procuring Entity has set a clear at the maximum weight the law allows, so that price wants the greatest influence considering it will ensuring that a bid which cannot meet the technical requirements of a computer-to network and security system is not awarded on price alone. Under the New Government Procurement Act, the weights to the technical and financial aspects are determined by the Bids and Awards Committee upon the recommendation of the [illegible] Technical Reference manual, that recommendation.

11.2.2 Sub-criteria and Where Each is Declared

Each criterion is rated through the sub-criteria below. The table describes the information for each sub-criterion in the annex already, so that the ERG-ICT can refer it directly into the ERG Evaluation Workbook (Annex I). The respective points of each sub-criterion are set in Sheet [illegible] of the Workbook, based with the Bidding Documents.

Sub-criterion	What is need	Bidder to the bidder in	Annex
Criterion [illegible] — Technical Suitability of the person (40 points)			
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
Criterion [illegible] — Software Packages (15 points)			
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
Criterion [illegible] — Connectivity and Integration (15 points)			
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
Criterion [illegible] — Security and Data Protection (10 points)			
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
Criterion [illegible] — Methodology (10 points)			
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]

Sub-criterion	What is valid	Evidence by the Bidder (A)	Rated on
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
Criterion [illegible] — [illegible]			
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
Criterion [illegible] — Key Personnel (10 weeks)			
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
Criterion [illegible] — [illegible] (10 weeks)			
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]

11.2.3 References Supporting the Evaluation Approach

Matter	Reference
Use of MUSHRA and the quality ratio rules	[illegible]
Prior weight of not less than 10% and not more than 40%	[illegible]
Weights set by the TAC on the recommendation of the Pre-Bid List	[illegible]
Weight given to integration risk (Criterion 1)	[illegible]
Tie-breaking among bidders with identical final scores	[illegible]

The full references, with links and titles is provided, in accordance to the Market Research and Evaluation Design Pre-Bid by the RAC Secretariat.

11.3 Rating Method and Rules

- **Responsiveness first.** Only bids that pass every item of Annex A, Parts A.2 and A.3 (Mandatory Technical Responsiveness Checklist), including every hardware and software product of Section 8.3 in the required quantity are rated. A bid that is lacking of those items, fails any mandatory specification of Section 8 or omits any line item of Section 8.3 is mandatory not responsive and is not scored. A bare "Comply" without supporting datasheet evidence is treated as non-compliant. Mandatory requirements, including the three (3) years licensing and commissioning support of GEN-SS, earn no credit points.
- **Rating scale.** Each sub-criterion is rated on a fourteen scale using the descriptors in Section 11.4.

Score	Rating	When the rating is given
4	Excellent	[illegible]
3	Very Satisfactory	[illegible]
2	Satisfactory	[illegible]
1	Poor	[illegible]

- **Points.** Points for a subcriterion = (Rating × Weight) × the subcriterion's maximum points, without rounding. Points for a criterion = the sum of its subcriterion points. Quality Score = the sum of the eight (8) criteria (maximum 100.00), out to two (2) decimal places, with no rounding up. (For example, 84.375 becomes 84.37). The maximum points of every sub-criterion are set in Form 1-1 of the TWG Evaluation Workbook (Annex C), which is known and fixed before any bidder's proposal is opened, so all bidders [illegible].
- **What the score produces.** A score of 4 (Excellent) means the evidence — that is, a bidder's fully completed and documented compliance — covers 100% of the criterion. A score of 3 (Very Satisfactory) means about 75%, a score of 2 (Satisfactory) means about 50%, and a score of 1 (Poor) means about 25%. Ratings of 3 or more qualify above 75.00. Sub-criteria 2.1, 2.2 and 2.3 note that a recent and an optional commitment (which cannot be checked now, only later in the contract or project phase) should support confidence, but scores 7 to 10 are still possible.
- **Minimum passing Quality Score.** A bid with a Quality Score below 75.00 shall be rated as failing and shall not proceed to the price evaluation.
- **Documents and evidence.** The TWG-ICT uses only the bidder's own documents, the Technical Proposal (Annex B), and the bidder's answers to Annex C, Part C-1. Only documents submitted with the bid, and clarifications permitted by the Bidding Documents, are considered. A rating should not be higher than the evidence supports. Where the evidence for a level is incomplete, the TWG-ICT assigns the highest level that is fully supported and records the reason.
- **Criteria 1 and 2.** Sections 1 and 2 of Annex A, and Annex C, Part C-1, list many product requirements, with between 40 and 70 in each. Not every product requirement is a criterion. Most of these sub-criteria are rated 4 or 3. Note that any sub-criteria in Annex C, Part C-1 (Quality Questions 1.1.4 and 1.1.4.2) ratings 1 and 2 can not be rated 3 or 4.
- **Computed guide ratings.** For the sub-criteria where compliance are quantitative (Criteria 1, 2, 6, 7 and sub-criteria 8.1 to 8.4 and 8.6), the Checklists compute a guide rating from the verified evidence. The guide rating applies the descriptors exactly; the TWG-ICT accepts it unless it records in the minutes a reason, supported by the evidence, for a different rating.
- **All elements required.** Where a criterion has several elements, all of them are required for that rating.
- **Collegial evaluation.** The TWG-ICT evaluates the bids as a collegial body, in session, with all members present to be present. For each bid, the members review the evidence together and decide each rating by majority vote of the members present. Unless a majority of all TWG-ICT members is present, the Chairperson votes as an ordinary member and has no second or casting vote. Individual rating sheets are prepared, and their scores are not averaged. The rating, the number of votes for it, the evidence and page references, and the reasons of any dissenting member are recorded in the Worksheet (Form 1-6) and in the minutes, when form part of the TWG-ICT report signed by all members present and endorsed by the BAC.
- **Resolving a tied vote.** A tie shall be not resolved by vote, and the vote that is closest shall be recorded in the minutes. (In the minutes accompanying the evidence and the awarding of the description, and vote a second time, but the second vote is still tied between two ratings that are not adjacent on the scale, the members consider whether all the evidence rating is supported by the evidence and, if it is, select it. Otherwise, the lower of the two tied ratings prevails. The score a rating must be positively supported by the evidence in the bid.

- **Clarification, not supplementation.** Clarifications are requested only through the BAC, in writing, and in the same way for all bidders in the same situation. They shall not be used to submit a missing document, cure a deficiency or change the substance of the bid.
- **Same penalties.** The same disqualifications, administrative penalty, criminal prosecution and blacklisting rules apply to every bidder. Nothing outside this TOR and the Bidding Documents shall be used as a criterion.
- **Similar project.** A similar project is a contract completed within the last [illegible] years before the deadline for submission of bids, with a contract value of at least [illegible] percent (20%) of the ABC, that included the supply and installation of at least two (2) of the following five (5) major elements: (a) camera or videophone surveillance, (b) network generation recorder, (c) videophone viewer, (d) CCTV and video management, (e) electronic access control. A project is "highly similar" if it includes at least two (2) of the five (5) elements. The single largest completed contract (SLCC) submitted for eligibility may be listed and counted. A project is counted only if it is listed in Annex C and supported by a copy of the contract or Purchase Order and the supplier's official acceptance or completion. The Notice of Award and the invoices or official receipts are verified as post-qualification. The client satisfaction certificate, if any, is used only for tie-breaking. Ongoing projects, projects in a variation not reported in any contract, and projects not counted are not counted. The bidder's sole responsibility is the eligibility assessment on the SLCC in the Bidding Documents and not changed by it.
- **Post-qualification demonstration and sample testing.** During post-qualification, the bidder with the lowest responsive bid shall, at its own cost and within [illegible] days, make the service available for demonstration: a flag barrier lane (Item 2), with its card reader and the access management software (Item 4), hosting a [illegible] (Item 5), capturing only to an authorized record and refusing a deactivated record, using synthetic test records and a test card supplied by the PMO; provide within three (3) calendar days of the notice and [illegible] access point (Item 3) and one (1) dome camera (Item 6) of the offered model, for a [illegible] hour test. Failure to make any of these available or to pass the demonstration or sample testing is a ground for disqualification. Carry-over offers are not allowed or credited to the delivery.
- **Records.** The TWG-CP shall keep the Annex A checklists, the Clarifications, the scores, and the post-qualification notes for [illegible] years.

11.4 Rating Descriptors and Required Evidence

The descriptors below are the basis of the rating of each subcriterion. They are used only to take bids that have passed Annex A. Every descriptor is a verifiable claim with a required evidence from a manufacturer's official document, a product datasheet or a demonstration. Where a rating is not supported by an official document, it is treated as not demonstrated.

11.4.1 Criterion 1 — Technical Quality of Equipment (30 points)

Criterion 1's subject is the group's [illegible] indicators (1.1 to 1.5). Each indicator is rated [illegible] — [illegible] — where the group has more than one indicator — [illegible] in Annex C, Part C-2. The indicators and their Excellent values are listed in Part C-2, which forms part of this descriptor. Software is rated under Criterion 2, and the implementation services are rated under Criterion 3.

Descriptor for each item group (1.1 to 1.5). [illegible] indicator of the group in Annex C, Part C-2 reaches the value in its "Excellent if" column, and each value is cited in the manufacturer's documentation of the offered model of the product rated. If otherwise (the group's indicator falls short of its Excellent value), it is treated as not demonstrated in Annex A.

Evidence. A value not shown in the manufacturer's documentation of the offered model and configuration is not credited. Where a value in Part C-2 differs from Part C-1, the lower value is credited. Where a group has more than one indicator (1.2, 1.4 and 1.5), every indicator must meet its Excellent value.

11.4.2 Criterion 2 — Software Packages (30 points)

Each software subcriterion (2.1 to 2.3) is rated from the one key indicator declared for it in Annex C, Part C-2, verified against the manufacturer's documentation for the offered product and license. A capability or feature counts only if it is included in the bid price for the full [illegible] Part C-1 quantities.

Descriptor for each software subcriterion (2.1 to 2.3). [illegible] indicator in Annex C, Part C-2 reaches the value in its "Excellent if" column, where it is demonstrated in the manufacturer's documentation and included in the bid price for the full term. If otherwise (the item is not in line with Section 8, or is not provided in Annex A),

11.A.3 Criterion 3 – Connectivity and Integration (12 points)

Evidence: the Technical Proposal, Annex B, and Annex E1.1 to E1.4.

Sub-criterion	Rating	Description
3.1 Topology and interactivity	4	[illegible]
	4	[illegible]
	2	[illegible]
	4	[illegible]
3.2 Capacity and growth	4	[illegible]
	2	[illegible]
	2	[illegible]
	1	[illegible]
3.3 Integration and interoperation operation	4	[illegible]
	4	[illegible]
	2	[illegible]
	1	[illegible]
3.4 Network services and implementation	4	[illegible]
	4	[illegible]
	2	[illegible]
	1	[illegible]

11.A.4 Criterion 4 – Security and Data Protection (10 points)

Evidence: the Technical Proposal, Annex B, and Annex E1.5 to E1.6.

Sub-criterion	Rating	Description
4.1 Layered security architecture	4	[illegible]
	2	[illegible]
	2	[illegible]
	1	[illegible]
4.2 Monitoring, logging and monitoring	4	[illegible]
	2	[illegible]
	2	[illegible]
	1	[illegible]
4.3 Data privacy	4	[illegible]

Sub-criterion	Weighting	Description
	[illegible]	[illegible]
	[illegible]	[illegible]
	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
	[illegible]	[illegible]
	[illegible]	[illegible]
	[illegible]	[illegible]

[illegible] Criterion [illegible] — Methodology ([illegible] points)

[illegible]

Sub-criterion	Weighting	Description
[illegible]	[illegible]	[illegible]
	[illegible]	[illegible]
	[illegible]	[illegible]
	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
	[illegible]	[illegible]
	[illegible]	[illegible]
	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
	[illegible]	[illegible]
	[illegible]	[illegible]
	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
	[illegible]	[illegible]
	[illegible]	[illegible]
	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
	[illegible]	[illegible]
	[illegible]	[illegible]
	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
	[illegible]	[illegible]

Sub-criterion	Rating	Descriptor
	[illegible]	[illegible]
	[illegible]	[illegible]

[illegible] Criterion 6 — Similar Completed Projects (10 points)

[illegible]

Sub-criterion	Rating	Descriptor
[illegible]	[illegible]	[illegible]
	[illegible]	[illegible]
	[illegible]	[illegible]
	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
	[illegible]	[illegible]
	[illegible]	[illegible]
	[illegible]	[illegible]

[illegible] Criterion 7 — Key Personnel (10 points)

[illegible]

Descriptor for each position (7.1 to 7.5), [illegible]

Sub-criterion	Rating	Descriptor
[illegible]	[illegible]	[illegible]
	[illegible]	[illegible]
	[illegible]	[illegible]
	[illegible]	[illegible]

[illegible] Criterion 8 — After-Sales Support (training excluded) (10 points)

[illegible]

Sub-criterion	Rating	Descriptor
[illegible]	[illegible]	[illegible]
	[illegible]	[illegible]

Sub-criterion	Rating	Description
	2	[illegible]
	1	[illegible]
5.2 Warranty	4	[illegible]
	3	[illegible]
	2	[illegible]
	1	[illegible]
5.3 Remote tracks	4	[illegible]
	3	[illegible]
	2	[illegible]
	1	[illegible]
5.4 Visual support organization and team parts	4	[illegible]
	3	[illegible]
	2	[illegible]
	1	[illegible]
5.5 Preventive maintenance and support parts	4	[illegible]
	3	[illegible]
	2	[illegible]
	1	[illegible]
5.6 Training and knowledge transfer	4	[illegible]
	3	[illegible]
	2	[illegible]
	1	[illegible]

11.5 Price Score

Unless the Bidding Documents prescribe otherwise, the SAC shall compute, after correction of arithmetical errors, the Price Score of each bid that passed the minimum Quality Score as follows:

Price Score = (Lowest Calculated Bid Price among passing bids + Bidder's Calculated Bid Price) × 100

The Price Score is set to two (2) decimal places without rounding up. A bid above the ABC is rejected and has no Price Score.

11.6 MEARB Score and Ranking

MEARB Score = (Quality Score × 0.80) + (Price Score × 0.40)

The MEARB Score is set to two (2) decimal places without rounding up.

Bids are ranked from the highest to the lowest MEARB Score. The highest-ranked bid shall undergo post-qualification in accordance with the Bidding Documents, including the demonstration and sample testing in

Section 11.3. The [illegible] shall submit the Checklists, forms and the Quality Scores to the BAC for consideration (Annex I Forms 6-7 pg 14).

The Independent Validators. Where two (2) or more bids achieve equal or [illegible] Scores, the ranking shall be broken by the BAC using a non-discretionary, [illegible] tiebreaker method based solely on objective, such as a draw conducted in the presence of the bidders or [illegible] in accordance with the tie-breaking guidelines issued by the Government Procurement Policy Board.

12. TRAINING AND KNOWLEDGE TRANSFER

The supplier shall deliver the training courses, [illegible] and knowledge transfer [illegible] at no additional cost to the University, so that UNITC personnel can operate, administer and maintain the supplied network, security, physical security and [illegible] systems, at their [illegible] competence on the supplier. All participant numbers, durations, [illegible] and dates are indicative, subject to their preliminary training plan (Annex B, "TT-03") [illegible] (Annex A, "TR-03"). Training dates [illegible] minimum [illegible] additional participants or [illegible] UNITC personnel, [illegible] under Chapter 8 (Section [illegible]).

12.1 Training Program at a Glance

Course	Reference	Participants	Duration	Scheduled
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	UNITC [illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

Before Project Completion, Courses T1, T2 and T3 shall [illegible] fewer than forty (40) participants in total. In addition to the [illegible] (30), [illegible] UNITC personnel in on-the-job knowledge transfer (TT), the training of UNITC technical personnel before Project Completion shall consist of no than eighty (80) contact hours. The supplier shall [illegible] the sessions on the [illegible] by UNITC at least ten (10) calendar days before each course, [illegible] all participants in the [illegible] shall be allowed up to the first day of the course. A session [illegible] the supplier as a [illegible] for the course that UNITC does not fill. The [illegible] and [illegible] during the warranty and support period are set out in Section 12.10.

12.2 Courses T1 – Administrator Courses

Audience	[illegible]
Minimum participants	[illegible]
Minimum duration	[illegible]
Schedule	[illegible]
Delivery	[illegible]
Minimum topics	[illegible]

12.3 Courses T2 – Operations Course

Audience	[illegible]
Minimum participants	[illegible]
Minimum duration	[illegible]
Schedule	[illegible]
Delivery	[illegible]
Minimum topics	[illegible]

Audience	[illegible]
	[illegible]

12.4 Course T3 – Access Management and Structure Administration Course

Audience	[illegible]
Minimum participants	[illegible]
Minimum duration	[illegible]
Schedule	[illegible]
Delivery	[illegible]
Minimum topics	[illegible]

12.5 Course T4 – Gate Operator and Security Guard Orientation

Audience	[illegible]
Minimum participants	[illegible]
Minimum duration	[illegible]
Schedule	[illegible]
Delivery	[illegible]

Audience	[illegible]
Minimum topics	[illegible]

12.6 Course T5 – Quarterly Technical Workshop

Audience	[illegible]
Minimum participants	[illegible]
Minimum duration	[illegible]
Schedule	[illegible]
Delivery	[illegible]
Minimum topics	[illegible]

12.7 Course T6 – [illegible]

Audience	[illegible]
Minimum participants	[illegible]
Minimum duration	[illegible]
Schedule	[illegible]
Delivery	[illegible]
Minimum topics	[illegible]

12.8 Course T7 – On-the-Job Knowledge Transfer

Audience	[illegible]
Minimum participants	[illegible]
Minimum duration	[illegible]
Schedule	[illegible]

Audience	[illegible]
Delivery	[illegible]
Minimum topics	• [illegible] • [illegible] • [illegible] • [illegible] • [illegible]

12.8 Supervised Incident and Failure Drill

After Courses T1 to T4 and the Training Course T5 the supplier shall conduct (1 day) one (1) supervised incident and failover drill of no less than four (4) hours. It is at the DBOT's prerogative instead to Courses T1 to T3, and the presence of at least one (1) supplier staff, preferably the trainer of the supplier's choice. The supplier scenario, agreed with MRTC, shall exercise at least:

- the failure of a core switch or a routing protocol or firewall, and the confirmation of failover;
- a backbone fiber fault and the restoration of service to a fiber alternate routing;
- the replacement of an access switch and the restoration of its configuration from backup;
- the issuance of a trouble ticket at the beginning of the exercise, and the emergency escalation of a prioritized ticket; and
- the logging, severity assignment and escalation of the incident to the supplier's helpdesk (Section 17.2).

Drill results shall be logged with the supplier, using Section 19.1, given and the MRTC as personal partners in the actions. The supplier shall issue an Incident Report with observations and recommended corrections to the MRTC within [illegible] days after the drill. [illegible]

12.10 Refresher and Additional Training during the Warranty and Support Period

- Course T1 one (1) refresher of at least eight (8) hours in each year of the warranty and support period, for up to ten (10) participants, covering changes in security threats and advanced features.
- Courses T2 and T4 one (1) refresher of at least twelve (12) hours, in each year of the warranty and support period.
- Course T4 repeated twice (2) times in the 18 months during the DOP and once a year during the warranty period, covering policy updates, shift and new threat patterns.
- Courses T3, T5 and T7 as the frequency as stated in Sections 12.5 to 12.9.
- After a major change one (1) additional session of at least four (4) hours within thirty (30) calendar days after any major upgrade, version upgrade, replacement of a system by a different model, or configuration change made by the supplier that affects how operators or administrators work.
- Newly assigned MRTC personnel may join any refresher, subject to available seats.
- Sessions during the warranty and support period are scheduled by MRTC with at least fourteen (14) calendar days notice. All refresher and additional sessions are included in the contract price and shall not be charged to MRTC.

12.11 Trainer Qualifications

- Each trainer shall hold a manufacturer certification, a professional certification or equivalent documented competency on the product or system being taught, and shall have at least three (3) years of experience with it.
- The instructor of Course T1 on the core platform shall be an active, hands-on practitioner familiar with the platform's security features and the network access control options, and the instructor of Course T3 on the CAMS and the video management system, shall be taught by trainers certified or trained by the manufacturer of the offered product.
- The ratio for hands-on sessions shall not exceed six (6) participants per trainer.

- [illegible]
- [illegible]

12.12 Training Plan, Materials and Facilities

- **Training plan.** A comprehensive training plan and curriculum are submitted with the bid (Annex B, TP-02). The detailed training plan is submitted with Deliverable 2 (Section 6.6) for [illegible] approval, stating for each course the sessions, lecturer, duration, participants, trainers, venue, bid venue, schedule and assessment method.
- **Materials.** The supplier shall provide, for every participant, a printed course manual, a digital copy in editable and PDF form, the handbook set, [illegible] reference card for the helpdesk, the CCTV monitoring workflow card, the gate procedures.
- **Facilities.** WMCL provides a training room and access to the trainee systems (Section 14). The supplier shall provide the training equipment, presentation tools, [illegible], and [illegible] virtual lab for courses require.
- **Recording.** All course sessions shall be video recorded and the recordings stored safe by WMCL for internal review, with no licence restriction on future use.
- **Language.** All materials shall be in English, with explanations in [illegible] where it aids comprehension.
- **Reproduction.** WMCL may reproduce all training materials for internal use without further cost or permission.

12.13 Assessment, Certificates and Re-training

- Courses T1, T2 and T3 shall end with a graded assessment combining a written test and a practical exercise, with a passing threshold of [illegible] percent (70%).
- The supplier shall record participation and results for every participant and provide the assessment of Courses T1 to T3 and a completion [illegible] for every participant in Course T4 and in each advanced course, and shall submit the assessment results to WMCL.
- If more than thirty percent (30%) of the participants fail the assessment, the supplier shall repeat the affected session at no additional cost before Final Completion.
- Every participant who completes a course evaluation form, and attendance sheets signed by the participants, shall be recorded for every session.

12.14 Knowledge Transfer and Documentation

- **Standard operating procedures.** The supplier shall develop, together with WMCL, and before Project Completion, the standard operating procedures covering the Operations Manual and Maintenance Manual (Section 3.2), including [illegible] monitoring, incident handling and escalation, change management, configuration backup and restore, [illegible] and [illegible], vendor coordination, response for CCTV footage, gate emergency release and fail-safe operation, and the replacement of faulty devices.
- **Practical turnover session.** Before Project Completion, the supplier shall turn over the administrator credentials, the configuration documentation and the integration documentation of Section 8.7, including any CAVIS-CIS IE System connector source code (Deliverable 6), and shall walk WMCL personnel through each area.
- **Training Completion Report.** The supplier shall submit a Training Completion Report (Deliverable 7) consolidating the course outlines delivered, attendance, assessment results, course evaluations, the dry report, the materials issued and the certificates awarded. Section 6.6 [illegible] the warranty and support period are reported in the annual knowledge transfer report due for 12 [illegible].
- **Continuing knowledge transfer.** During the warranty and support period, WMCL personnel may observe and take part in the preventive maintenance [illegible], and the diagnosis and repair of incidents raised under Section 10. Where the supplier has committed remote technical support [illegible] (Section 17.3.2), they pair with WMCL under the roadmap in Section 12.10.

12.15 Three (3) Year Knowledge Transfer Roadmap

The knowledge transfer shall move the operation of the supplied systems from a patient-led to University-led by the end of the third year. The roadmap sets the role of MSTC in general use and the intensity of training. It does not reduce the supplier's obligations under Sections 5.4 and 17, which remain in full throughout the three (3) years.

Year	Primary focus	Supplier role	MSTC role	Training intensity
Year 1 (Ref)	Stability and performance tuning	Leads, certifies, supply, [illegible]	Shares in the [illegible]	High shadowing of every [illegible]
Year 2	[illegible]	[illegible]	[illegible]	[illegible]
Year 3	[illegible]	[illegible]	[illegible]	[illegible]

At the end of each year, the supplier and MSTC shall [illegible] MSTC's [illegible] for the next stage, and the supplier shall submit a knowledge transfer report with the results, the sessions held during the year with their attendance, and the actions for the following year.

12.16 Documentation Repository

Throughout the three (3) year warranty and support period, the supplier shall maintain a living document repository on University-controlled storage, accessible to MSTC, containing:

- updated as built drawings and network diagrams, reflecting every physical change or repair made during the three (3) years;
- a part mapping [illegible] of [illegible] shape and [illegible] of [illegible] to [illegible] cabinets, patch panels and [illegible] panel;
- standard operating procedures for common [illegible] (for example, adding a VLAN, replacing an [illegible] transceiver, replacing an access point or [illegible], enrolling and pinning [illegible] cards, and restoring a configuration backup);
- configuration backups of all supplied systems, updated after every change;
- [illegible] maintenance [illegible] plan for [illegible] year;
- testing logs, including the annual re-certification of a random sample of five percent (5%) of the copper and fiber [illegible] to monitor performance [illegible].

13. OBLIGATIONS OF THE SUPPLIER

13.1 Site Safety and Conduct of Works

- The supplier shall secure all permits required for the works, including the building, electrical and electronics permits for the [illegible] where required by the Office of the Building Official (using its signed and sealed working drawings and the [illegible] documents provided by MSTC) and the electrical and electronics permits for the other works.
- The supplier shall comply with [illegible] and health standards and University rules within [illegible].
- The supplier is liable for any damage to University property caused by its personnel and shall repair or replace it at its own cost.
- The supplier shall maintain contractor's [illegible] covering the works, delivered equipment and [illegible] building from delivery and Project Completion, with the University as co-insured, and shall

submit the policy before delivery. Thereafter the risk of loss of accepted items passes to WMSU, without prejudice to the supplier's warranty obligations.

13.2 Site Works, Temporary Facilities and Waste Disposal

- The supplier shall, at its own expense, haul and dispose of all excavated soil, rock, broken concrete and packaging, cable offcuts, replaced equipment and trench spoil to the University, and other construction waste generated by the works. Disposal shall be coordinated with the University's General Services Office (GSO), which shall designate the approved disposal sites, hauling routes and schedule of removal. Excavated material shall not be left at the open site beyond the period the GSO allows, and stockpiles shall be covered and contained to prevent spillage and runoff. Waste, including electronic waste, shall be disposed of only at sites duly permitted for the purpose, in accordance with RA 9003 and applicable DENR regulations. Excavated soil approved by the GSO for reuse shall be placed where the GSO directs. Work areas shall be left level and free of debris on completion of each work area.
- Before any excavation, the supplier shall coordinate with the University's physical plant office to locate existing underground utilities, and shall obtain the permits and clearances required (for example, excavation permit, installation attachment or work within easement) under Section 13.1.
- The supplier may install a temporary field office, storage shed and workers' shelter within the University premises, at a location designated and approved in writing by the GSO. These facilities shall be kept safe, clean and orderly, and shall be removed, with the ground restored to its original condition, at the supplier's expense on completion of the works and before Final Acceptance. Workers shall not reside in the temporary facilities without the written approval of the University.
- The supplier may draw water and electricity from the University's supply for the works and temporary facilities, at its own expense, only at points designated by the GSO, and through separate sub-meters supplied and installed by the supplier, with consumption billed to the supplier at the prevailing rate determined by the University.
- Works in public areas shall be delayed or staged so as to avoid disrupting classes and examinations, and the supplier shall coordinate with the University to minimize disruption to students and employees. Open trenches shall be covered or fenced off when not in use.
- The Inspector Owner's Rep and the GSO shall have access to inspect the work at any time.
- Any trees or shrubs removed in the works, or damaged, shall be replaced at the supplier's expense by equivalent specimens, subject to the GSO's approval.

13.3 Ownership, Licensing and Data

- All licenses shall be registered in the University's name (Section 11.1).
- All designs, configurations, source code, scripts and integration code produced under this contract, including any CCTV System integration connector scripts, shall be owned by the University.
- All configurations, credentials, logs, and supplied reports shall be owned by and remain the University's property.
- At handover (Milestone M5), the supplier shall hand over all administrator credentials and encryption keys, and shall remove or disable its own administrative access to the University's platforms from an agreed date in writing for DLP and warranty support. Any administrative access shall thereafter be via named accounts with multi-factor authentication, through a fully logged, time-limited VPN, with every session logged.
- All failures, equipment, documentation and completed work shall be turned over to and accepted by the University upon Final Acceptance.

13.4 Confidentiality and Personal Data

- The supplier and its personnel shall sign a confidentiality agreement and comply with RA 10173 and NPC guidelines.
- The supplier shall process personal data only at the instruction of the University and only for this project, and shall not copy or remove University data from the premises.
- The supplier shall support the University's Privacy Impact Assessment for CCTV, biometrics and access control by providing system data flow diagrams and [illegible].

- Any personal data breach involving the supplier shall be reported to the University within twenty four (24) hours of discovery.
- As personal information processor, the supplier shall sign a data processing agreement with the University as required by RA 10173 and NPC Issuances, and shall return or securely delete University personal data at the end of the contract.

13.5 Audit and COA Compliance

- The procurement, its ABC, and the resulting contract are subject to audit by the Commission on Audit (COA). The supplier shall keep and make available records relevant for audit.
- Every delivery shall be supported by a delivery receipt and the supplier's sales invoice showing brand, model, serial number, quantity, and price per unit. Any discrepancy shall be resolved under Section 8.3.
- Payment shall be made only in accordance with Section 7, the Bidding Documents, and the contract, supported by the Inspection and Acceptance Report, warranty certificates, license certificates and other documents required by COA rules. No advance payment is allowed by law.
- Licenses, subscriptions, and software shall be registered in WMSU's name so that they appear as University assets in the property records; equipment shall be recorded in Property Acknowledgment Receipts (PAR) or Inventory Custodian Slips (ICS) as applicable.

14. OBLIGATIONS OF WESTERN MINDANAO STATE UNIVERSITY (WMSU)

- Provide access to the buildings, grounds, IDF, data center and routes needed for the works at the Main Campus, Campus B and Campus C, during agreed hours.
- Provide the MDF and data center rooms with clean electricity, fire protection, physical security and the main electrical supply, ready for installation by Milestone 1/2. The supplier shall report these readiness during the site survey and report in the detailed design any gaps the University must complete. A delay in that work is grounds for contract time extension affecting M-1/2.
- Provide all the passive network and physical infrastructure information as defined C-4, including the inventory of the existing network equipment to be replaced, the IDF locations, the IP addressing scheme, the coverage of the existing CCTV cameras and access points, and the details of the Campus B and Campus C sites.
- Designate the University's IT staff, security, and facilities, and jointly with the supplier the locations of the outdoor cameras, outdoor access points and cabling, with a site survey period (Milestone M2).
- Provide the Architectural Engineering Drawing (AED) of the campus premises (if available) and the owner's documents needed for the permit processes (Milestone M3).
- Provide the existing local network and internet service at Campus B and Campus C to which the supplied equipment connects (Section 7.2.7).
- Provide the credentials needed for the CAPEX (Milestone M4) and carry out the user acceptance (UAT) and, using the CIO ID System interface guide, the documentation, a test environment and a technical contact within five (5) calendar days of Milestone M4.
- Provide the consolidated test records and sign acceptance for the go-live cutover demonstration within three (3) calendar days of the notice (Section 11.8).
- Review and approve or return with comments, each submission within the periods stated in Sections 2.2.e and 5.1.
- Designate the storeroom areas, staging, loading, utility connection points and the storage area for decommissioned equipment through the General Services Office and the Property and Supply Office (Section 13.2, 2-CS).
- Designate the participants for training, and provide a training room and access to the installed systems for the courses (Sections 12.1 and 12.2); designate the Site Lead representative for UAT (Section 10.3).
- Where the supplier has committed onsite technical support personnel under Section 17.3.2, provide office space, a work desk and network access for them during the period committed. The personnel remain employed by the supplier.

15. PROJECT GOVERNANCE, COORDINATION AND CHANGE CONTROL

- The PMO-ICT and MIS-TD shall recommend the Executive Committee, all necessary members. A kick-off meeting shall be held within seven (7) calendar days of the NTP, and coordination meetings weekly thereafter.
- Changes to the approved design shall be requested in writing and approved by the End-User before implementation. Changes needed as mentioned [illegible] in the Supplier's bid (Section 3) Variation orders, if any, shall follow RA 12009 and its IRR. For the gate [illegible] changes are further limited under Section 3.2.1.
- Subcontracting is capped at 50 12000 and its IRR and the University's prior written approval. Bidders shall name in the bid any subcontractor for the internet [illegible] cabling and the gate construction. Aster (Item 4C) as subcontractor for the gate construction work shall hold a valid PCAB license of the appropriate category. The supplier remains fully responsible for subcontracted work.
- A site inspection shall be held by the JV weekly on the same day as the project conference, and the [illegible] shall be recorded in a jointly signed site log. Bidders are deemed to have inspected the site and satisfied themselves as to the conditions affecting the work; failure to inspect does not excuse non-performance or quality shortcomings except the [illegible] excluded in Section 3.2.4.
- The supplier shall promptly notify JV/MIS-ICT [illegible] any event likely to delay the project or cost more, and shall propose recovery actions. Under Sections 7.2 and 8.7, such notice does not prevent any supplied system from working.
- This contract is governed by RA 12009 and its IRR, and other applicable Philippine laws.

16. LIQUIDATED DAMAGES

For each day of delay beyond the contract period, the supplier shall pay liquidated damages of one tenth of one percent (0.1%) of the cost of the unperformed portion, pursuant to RA 12009 and its IRR. The aggregate of such portion corresponds to the delayed items and, for any dependent items that cannot be used for their intended purpose because of the delay, as identified in writing by the End-User with notice. The aggregate liquidated damages shall be capped at ten percent (10%) of the contract amount. The University may terminate the contract in accordance with the IRR, without prejudice to other remedies. Liquidated damages may be deducted from any amount due to the supplier or from the retention money, in the following order: first, any amount due for services or deliverables not yet performed or accepted; then, the retention money. The contract period arises on the date of Project Commencement (effective under Section 3.2). The start date of Final Acceptance does not affect liquidated damages for delay.

Time extension. Where the supplier cannot complete the works within the contract period because of force majeure or other causes beyond its control and not due to its fault or negligence, including the grounds in Section 6.5, it shall submit a written request for a time extension to the JV within fifteen (15) calendar days from the occurrence of the event or cause of delay. The request shall state the cause, an estimated duration of the delay and the number of calendar days requested, supported by documents such as weather bulletins, government advisories or declarations, and delay logs or reports from the site. Any extension is subject to the University's evaluation and written approval in accordance with RA 12009 and its IRR. The University may grant the full period requested, a shorter period, or none. A requested flexible shall not be considered.

During the DLP and the warranty period. The supplier shall pay 0.1% of the contract price of the affected items for each day of failure of a day-1 warranty, and 0.1% of the contract price of the affected items for each day of failure of a warranty 2 or 3 beyond the resolution time in Section 17.2. For each working day that a warranty 2 or 3 incident remains unresolved beyond its resolution time, for each day that a permanent recall is delayed beyond the seventy-two (72) hours in Section 17.3, and for each day that a DLP replacement is delivered beyond the period in Section 17.1. These amounts may be deducted from any amount due or from the retention money, under Section 17.5, without prejudice to other remedies under RA 12009 and its IRR. The internet service (Item 4C) is governed instead by the service credits below.

Service levels of the internet service (Item 4C). The service levels and remedies below apply for the full thirty-six (36) months from activation. The monthly charge (MC) is the total price of Item 4C in Section 3.3 divided by thirty-six (36).

Service level	Requirement	Service credit (per month)
Monthly availability	[illegible]	[illegible]
Response to an outage report	[illegible]	[illegible]
Restoration of an outage	[illegible]	[illegible]
Performance	[illegible]	[illegible]
Outage longer than 24 hours	[illegible]	[illegible]

- **Cap and computation.** Credits are cumulative up to 100% of the MC per month. Availability = (minutes in the month − unavailable minutes) ÷ (minutes in the month). Reduced and scheduled maintenance approved by NBSRO with a lead time of [illegible] hours and not exceeding four (4) hours per month, power outages of the University and force measure.
- **Records.** The basis is the monthly SLA report (4E-07), the provider's trouble tickets and the University's network management system (Nov 4). Where they differ, the University's records govern unless the supplier proves otherwise. If the SLA report is not sufficient for any, the University's records govern.
- **Collection.** Credits are deducted from the amount due for the month concerned. Credits not so deducted shall be paid by the supplier within thirty (30) calendar days of billing, failing which they are deducted from the [illegible], which the supplier [illegible] within fifteen (15) calendar days.
- **Hardened balance.** If [illegible] or any four (4) months within twelve (12) months, or has a single outage longer than seventy-two (72) hours, the University may, at its option, [illegible] the supplier to [illegible] the provider with an equivalent [illegible] for the remaining term, in addition to the credits already due.
- Service credits are not a limit on the supplier's liability and are without prejudice to the other remedies of the University under the contract, [illegible].

17. WARRANTY AND SUPPORT

17.1 Warranty and Support

The warranty and support period is three (3) years from Pre and Completion (Sections 3.3 and 6.4), which follows testing, commissioning and [illegible] and the [illegible] software. The warranty is issued and honored by the supplier, not by the main factor. The supplier is the University's single point of contact throughout and shall not refer the [illegible] to the [illegible] if their [illegible] warranty [illegible] and satisfy the Section. Coverage is in two stages, both [illegible] to the University.

Stage	Period	Coverage
Defects Liability Period (DLP)	[illegible]	[illegible]
Warranty and technical support	[illegible]	[illegible]

The service levels in Section 17.2 apply throughout all three (3) years, for item replaced during the DLP shall carry the full remaining DLP and warranty coverage. The composition and coverage of the two stages, their relation to the warranty in the Invitation to Bid, and the extension of both periods where Final Acceptance is delayed by causes attributable to the supplier are set out in Section 6.4.

Minimum coverage per item

Item	Minimum DLP / Warranty / Support
All equipment (Items A to B)	[illegible]
Network and security equipment (Items C, D, E, F, G, H and I)	[illegible]
Out-of-band management solutions (Item E)	[illegible]
Transceivers (Items C and D)	[illegible]
Supplies and materials (consumables such as rand power ribbons, thick and cleaning kits, patch cords and spare accessories)	[illegible]
UPS batteries (Items F, G, I, and H)	[illegible]
Structured cabling (Items N-1 and N-2) and plates (Item N-3)	[illegible]
Main maintenance/administration menu (Items N-1 to N-3)	[illegible]
Flag barrier lowerables (Item B)	[illegible]
Internet service (Item A-1)	[illegible]

17.2 Service Levels (Minimum)

Support shall be provided through a 24×7 helpdesk (telephone, email and ticketing system) and on-site support at the Main Campus, Campus B and Campus C (San Ramon) throughout the three (3) year warranty and support period, at the following minimum service levels. Other commitments declared in Annex F are noted under Extension A.

Severity	Definition	Response	Restoration / Workaround	Permanent Fix
1 - Critical	[illegible]	[illegible]	[illegible]	[illegible]
2 - High	[illegible]	[illegible]	[illegible]	[illegible]
3 - Medium	[illegible]	[illegible]	[illegible]	[illegible]
4 - Low	[illegible]	[illegible]	[illegible]	[illegible]

- Times are counted from the logging of the report in the helpdesk ticketing system to the event stated, including travel time to the affected campus. MSTC's assigns the severity; the supplier may propose a change for MSTC's approval.
- Restoration may be by temporary means (3) warranty, recruiting to spare item series, on-site spare under Section 17.2.1 or a service unit; permanent repair shall follow within the period in the Permanent

The solution. A temporary unit does not replace the obligation to replace a non-functioning item with a brand-new unit during the DLP (Section 17.5).

- For the internal service-level ADs, the same service credits in Section 10 also apply.
- The supplier shall submit a monthly service report to MGITO within five (5) working days after each month, listing the incidents by severity, SLA compliance per ticket, network availability, capacity utilization of the core, distribution, internal and wireless networks, and the actions taken.

17.3 Support Obligations

17.3.1 Support Obligations during the DLP and the Warranty Period

The supplier shall:

- Keep on-site spares of at least one (1) 24-port access switch, two (2) indoor APs, one (1) outdoor AP, two (2) CCTV cameras, one (1) door controller and one (1) reader per the end of the warranty period.
- Replace defective units with new units of equal or better specification during the DLP; replacement is mandatory per Section 17.1.
- Provide the [illegible] firmware, security patches and monthly security [illegible] per Section 12.2.
- Apply security patches as per SEC-OT, with Critical/User approval.
- Conduct a quarterly on-site health check of all supplied systems, performance, capacity, logs, backups, firmware status and licence expiry, including a physical walk-through of the fiber backbone routes and pathways (underground and aerial), the poles and every IDF/MDF cabinet and pole-network cabinet, and submit a health check report with recommendations at the end of each visit.
- Review firmware and software versions against latest stable releases, and apply updates to the non-production environment first, with MGITO approval.
- Conduct one (1) vulnerability assessment of all supplied systems each year, submit the report, and remediate the findings under SEC-OT supervision.

17.3.2 On-site Technical Support (Optional, Priced)

The supplier may commit, in Annex F, to station technical support personnel at the UNEU Main Campus during the warranty and support period. This is not a mandatory requirement. A bid that does not offer it remains fully responsive and MGITO may instead request the pricing of a [illegible] (Section 17.4.2).

Where offered, the commitment shall state the number of personnel, the roster, the [illegible] Project Completion and the days each week or site, supported by a signed statement. Personnel so committed shall hold at least a bachelor's degree in IT, computer science, electronic engineering or a related field, have at least one (1) year of experience in a comparable network and security environment, be fluent in the supplied systems, and be approved by MGITO before deployment. They provide first-level technical support to MGITO, monitor the supplied systems, perform routine work, produce weekly reports, log and follow up incidents with the supplier's helpdesk under Section 17.2, and work, with MGITO, on the knowledge transfer roadmap (Section 12.19). The supplier pays their salary, benefits, insurance, contributions, PAYE, NSSF and Pay As You Earn, leave and all other compensation. The supplier remains their employer, and no employer-employee relationship arises with the University. The supplier provides a qualified substitute during leave or absence, and any permanent replacement requires MGITO's prior written approval.

A commitment made in Annex F and not delivered, or delivered below the stated level, is an actionable breach of this Section, and payment is withheld or a service credit applies under Section 12.5. The cost of the commitment is included in each AD (Section 4.2).

17.4 Licences and Subscriptions

- All licences, subscriptions, support entitlements and cloud management accounts shall be registered in the University's name from activation, with Administrator credentials held solely in MGITO accounts.
- Manufacturer support entitlements for items A, C, E, F, G, H, I, J, K and O shall be registered in the University's name, with the full entitlement activated from the supplier's access credentials.

- All software, licences and subscriptions shall be licensed for at least three (3) years from Project Completion, covering the DLP and the warranty and maintenance period as extended under Section 6.4, regardless of when they were activated (CDR-09).
- All licensed software shall be delivered before testing begins and shall be fully supported by the manufacturer (software updates, security patches and technical support) during installation, testing and commissioning, so that the systems are not dependent on expired licences. Support time used before Project Completion does not reduce the three (3) year term.
- Licensing for less than three (3) years, or licensed software that is not fully supported during commissioning, does not meet this RQR; it is a bid, it moves the bid out of responsive (Annex A).
- **Subscription dependency.** A product that needs an active subscription to keep forwarding traffic, recording, authenticating or managing is acceptable only if the subscription is included in Annex C and the renewal price for years 4 and 5 is stated (CDR-12). An unstated subscription dependency shall be remedied by the supplier at its cost.
- The bidder shall state in Annex F the annual cost of support and software updates/renewal for years 4 and 5, for information only (not evaluated).

17.5 Warranty Security and Retention Release

In accordance with Section 90 (Warranty of Equipment) Act No. [illegible] 2009 and its implementing Rules and Regulations, the warranty obligation of the supplier under contract is secured by retention money withheld from the payments under Section 5, in lieu of a separate bank guarantee, in the amount prescribed by the IRR of RA 12009, at the supplier's option. Where retention money is used, the amount withheld is from the payments under Section 5. The supplier may at any time substitute a bank guarantee of the same amount, upon which the retained money is released.

The retention money or special bank guarantee shall remain in force until the later of the end of the three (3) year warranty and support period under Section 17.3 and the completion of the extension period (Item A2), and shall be released after the three (3) year warranty period only upon certification by the University that:

- the goods supplied are free from defects, and all defects reported during the warranty period have been rectified;
- all training, workshops and knowledge transfer under Section 10 (training and knowledge transfer), all warranty, support and preventive maintenance services under Section 17 (Warranty and Support), and any other work in the scope of work under Section 17.3.3, have been fully completed and accepted, as certified by the Management Information Systems and Knowledge Office (MISKO);
- Item A2 has been delivered and the [illegible] and all service events under the bid have been settled; and
- all other conditions imposed under the contract have been fully met.

Any amount required to correct defects or meet claims under Section 12 or Section 17 that were not delivered or not settled in good service credits or liquidated damages, may be deducted from the retention money or charged against the special bank guarantee before release. The University shall notify the supplier in writing with the basis, and the supplier may replenish the security within three (3) calendar days.

18. TESTING, COMMISSIONING AND ACCEPTANCE

18.1 Tests Required

The supplier shall submit a test procedure at least fourteen (14) calendar days before testing. The procedure shall apply at minimum the tests in Section 18.2 below. Results shall be witnessed by the TWG-ICT and the Inspection Committee. The University may engage an independent party, at its own cost, to perform vulnerability testing. An interface or system that cannot be tested on the date in operation at the time of testing. Section 18 and related appendix, is mandatory only when the interface is enabled.

Area	Test	Pass Criteria
Delivery	[illegible]	[illegible]
Installation	[illegible]	[illegible]
Existing	[illegible]	[illegible]
Network	[illegible]	[illegible]
High availability	[illegible]	[illegible]
Wireless	[illegible]	[illegible]
Capacity	[illegible]	[illegible]
Security	[illegible]	[illegible]
Firewall load	[illegible]	[illegible]
NMS	[illegible]	[illegible]
CCTV	[illegible]	[illegible]
Access control	[illegible]	[illegible]
Data validation	[illegible]	[illegible]
Internet	[illegible]	[illegible]
Operational use	[illegible]	[illegible]

18.2 Defects and Re-testing

- All defects found in testing shall be logged with severity, owner and target date, and shared with the End-User.
- The supplier shall fix and re-test each defect with a [illegible] (2) calendar days, or sooner if it blocks other tests. Re-testing costs are borne by the supplier.
- Equipment that fails testing shall be replaced with new units. A model that fails the same test after two (2) corrective attempts shall be replaced with a compliant model at no cost.
- Delays caused by failed tests do not extend the contract period.

16.3 UAT Exit Criteria

UAT is complete only when:

- UAT has been conducted with Endeavor representatives using the approved UAT scripts;
- all tests in Section 16.1 have passed;
- no Severity 1 or 2 defects is open, and every Severity 3 defect is either fixed or accepted in writing with a fix date;
- all deliverables in Section 6.4 for the Inbuilding Lot 3 (and including Testing and Commissioning) have been submitted and accepted; and
- the UAT Report has been signed by the Exit Lead.

The certification of project completion shall be based only after the UAT as bottom and the conditions in Section 5.2.1 are met. Final Acceptance follows under Section 5.2.2.

18. PREPARATION AND APPROVAL

This Terms of Reference (Revision 1) was prepared for the procurement planning, bidding and technical evaluation of the Samples Between and Essentially subcontract. It shall be read together with the approved Bidding Documents, including the TWG Evaluation Checklists, alongside applicable procurement rules and the final contract. The terms used are defined in Annex B.

Role	Name / Designation	Signature / Date
Prepared by – Technical Working Group	[illegible] TWG Chairperson	
	[illegible] TWG Member	
	[illegible] TWG Member	
	[illegible] TWG Member	
	[illegible] TWG Member	
Reviewed by	[illegible] Chairperson, Sub-Asset Asset Management Information Systems and Technology Office of WMSU	
Recommending Approval	DR. [illegible] Chairperson, Sub-Asset Asset Committee for Goods	
Approved by	[illegible] University President / Head of the Procuring Entity	

ANNEX A. MANDATORY TECHNICAL RESPONSIVENESS CHECKLIST

This annex is one form used below. The bidder completes the Tab, **Page** and product columns and places it at the front of the technical component as its index (Section 16). The FWS/CT completes the **Pass/Fail** column. Parts A-2 and A-3 are mandatory and pass/fail in "Fail" on any item makes the (c) not responsive, and the list is not rated (Section 11.3). Part A-4 lists the rated deliverables; they are not pass/fail, and a missing deliverable only lowers the rating of the sub-criterion concerned. The opening of bids and the examination of eligibility documents are performed by the MAC and are not part of the checklist. No minimum functionality or mandatory deliverable may be deferred to post-award clarification.

Part A-1. Bidder Identification

Name of bidder	
Authorized representative and position	
Total number of pages of the technical component	
Date	

Part A-2. Mandatory Technical Documents (Pass/Fail)

No.	Required deliverable	RFP/Guidance	Tab	Page	FWS Pass/Fail
[illegible]	[illegible]	[illegible]	[illegible]		
[illegible]	[illegible]	[illegible]	[illegible]		
[illegible]	[illegible]	[illegible]	[illegible]		
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No.	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
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[illegible]	[illegible]	[illegible]	[illegible]		

Part A-3. Mandatory Hardware and Software Products (Part A-Part)

[illegible]

No.	Item	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Hardware Components [illegible]						
[illegible]	[illegible]	[illegible]	[illegible]			
[illegible]	[illegible]	[illegible]	[illegible]			
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ANNEX B. TECHNICAL PROPOSAL OUTLINE

[illegible]

Title	Section	Required contents	Related section	Recommended total pages
TP-1	[illegible]	[illegible]	[illegible]	[illegible]
TP-2	[illegible]	[illegible]	[illegible]	[illegible]
TP-3	[illegible]	[illegible]	[illegible]	[illegible]
TP-4	[illegible]	[illegible]	[illegible]	[illegible]
TP-5	[illegible]	[illegible]	[illegible]	[illegible]
TP-6	[illegible]	[illegible]	[illegible]	[illegible]
TP-7	[illegible]	[illegible]	[illegible]	[illegible]
TP-8	[illegible]	[illegible]	[illegible]	[illegible]
TP-9	[illegible]	[illegible]	[illegible]	[illegible]
TP-10	[illegible]	[illegible]	[illegible]	[illegible]
TP-11	[illegible]	[illegible]	[illegible]	[illegible]
TP-12	[illegible]	[illegible]	[illegible]	[illegible]
TP-13	[illegible]	[illegible]	[illegible]	[illegible]

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ANNEX I. TWG EVALUATION WORKBOOK

The TWG Evaluation Workbook is an electronic [illegible] in the Bidding Documents and applied equally to all bidders. It sets the maximum points [illegible] the values the bidders declare in Annexes A to F, computes the points for Quality Score, the Price Score and the MEAPS Score, and prints the forms the TWG/CT and the BAC sign. The rules of Section 11 govern, the Workbook applies them.

Form	Title	Recommendations
Bidder	Instructions and parameters	[illegible]
1-5	[illegible]	[illegible]
1-6	[illegible]	[illegible]
1-9A	[illegible]	[illegible]
1-9B	[illegible]	[illegible]
1-9	[illegible]	[illegible]
1-9	[illegible]	[illegible]
1-9	[illegible]	[illegible]
1-9	[illegible]	[illegible]
1-9	[illegible]	[illegible]

Use of the Workbook. Input cells are [illegible] yellow, all other cells are computed and [illegible]. The TWG/CT [illegible] the [illegible] page [illegible] and otherwise as supplied by the page [illegible] a key indicator that is not declared or not shown in the [illegible] Section 11.4.1). [illegible] the TWG/CT [illegible] (Section 11.3). The Workbook does not replace the [illegible] or the minutes; it records them and performs the [illegible] so that every bidder is scored with the same formulas.

ANNEX J. GLOSSARY OF TERMS

Term	Definition
[illegible]	[illegible]
[illegible]	[illegible]
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Defects Liability Period (DLP)	[illegible]
[illegible]	[illegible]
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[illegible]	[illegible]
Final Acceptance	[illegible]
Financial Proposal	[illegible]
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Independent operation	[illegible]
Inspection and Acceptance Report (IAR)	[illegible]
Inspection Committee	[illegible]
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Term	Definition
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Section VIII. Philippine Bidding Document Related Forms

Notes to the Philippine Bidding Document Related Forms

The Bidder shall complete and submit with its Bid the **Bid Form** and **Price Schedules** in accordance with ITB Clause 13 with the requirements of the Bidding Documents and the format set out in this Section.

When requested in the BDS, the Bidder should provide the **Bid Security**, either in the form included hereafter or in another form acceptable to the Procuring Entity, pursuant to ITB Clause 16.

The **Contract Form** should incorporate any correction or modification to the accepted Bid resulting from price corrections when it is finalized at the time of contract award. The Price Schedule and Schedule of Requirements which form part of the contract should be modified accordingly.

The **Omnibu**s **Sworn Statement** must be completed by all Bidders in accordance with ITB Clause 4.2. Failure to submit it with the Bid shall result in the rejection of the Bid and the Bidder's disqualification.

The **Performance Securing Declaration, if allowed and Bank Guarantee Form for Advance Payment** shall be completed only by the successful Bidder in accordance with one of the forms indicated herein by the Procuring Entity, and pursuant to **GCC** Clause 13 and its corresponding SCC provision.

TABLE OF CONTENTS

Bid Form for Procurement of Goods 165
Price Schedule for Goods Offered from Within the Philippines 167
Price Schedule for Goods Offered from Abroad 168
Contract Form 169
Omnibus Sworn Statement Form 172
Bid Securing Declaration Form 176

Bid Form for Procurement of Goods

[Note: The duly accomplished form shall be submitted with the Bid]

BID FORM

Project Identification No.: *[Insert number]*

To: [Name of Procuring Entity]

Having examined the Philippine Bidding Documents (PBD) including the Supplemental Bid Bulletin Numbers [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, declare that:

a) I/We have no reservation to the PBD, including the Supplemental Bid Bulletins, for the Procurement Project [Project Title];

b) Select one, delete the other

- I/We undertake to deliver the Goods in accordance with the delivery schedule in the Schedule of Requirements;

- I/We offer to execute the Works for this Contract in accordance with the PBD;

c) The total price of our Bid in words and figures, excluding any discount offered below, is *[insert information]*

d) The discounts offered and the methodology for their application, if any, are: *[insert information];* or indicate N/A if no discount offered]

e) The total bid price in words and figures, after applying the applicable discount, 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 in the *[Select one, delete the other:* the Price Schedules/ Detailed Estimates].

f) This Bid shall remain valid within a period stated in the PBD, and it shall be binding upon me/us at any time before the expiration of that period;

g) If our bid is accepted, I/we commit to enter to a contract and provide a performance security in the form, amounts, and within the times prescribed in the PBD, and hereby acknowledge the consequences under the IRR of RA No. 12009 on forfeiture of Bid Security or enforcement of Bid Securing Declaration and on Blacklisting.

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 the Bidder.

I/We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive.

I/We certify/confirm that we comply with the eligibility requirements pursuant to the PBD.

The undersigned is authorized to submit the bid on behalf of [Name of the Bidder] as evidenced by the attached [State the Written Authority].

I/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.

Duly authorized to sign the Bid for and behalf of:

[Insert Bidder's Name]

[Signature over Printed Name]
[Position/Designation]
[Date]

Price Schedule for Goods

Name of Bidder _____. Project ID No. _____. Page _ of _____

Pricing Details for Goods Offered from Within the Philippines

1	2	3	4	5	6	7	8	9	10
Item	Description	Source of Domestic Product, as certified by the Relevant Agency	Quantity	Unit price exw per item	Transportation 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)

Summary of Bid Prices

*The Procuring Entity may modify the table below as necessary to comply with the requirements of the Procurement Proje*ct.

1	2	3	4
Item No.	Item	Particulars / Description	Total Amount

Name:_____

Signature:_____

Duly authorized to sign the Bid for and behalf of:_____

Price Schedule for Goods

Name of Bidder _____. Project ID No. _____. Page _ of _____

Pricing Details for Goods Offered from Abroad

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 DDP (col 4 x 8)

Summary of Bid Prices

The Procuring Entity may modify the table below as necessary to comply with the requirements of a specific Project.

1	2	3	4
Item No.	Item	Particulars / Description	Total Amount

Name:_____

Signature:_____

Duly authorized to sign the Bid for and behalf of:_____

Contract Form

[Note: The duly accomplished form is not required to be submitted with the Bid but shall be submitted within ten (10) days after receiving the Notice of Award]

CONTRACT FOR [Insert Project Title]

This CONTRACT executed on the _____ day of _____ 20_____ by and between:

[Name of Procuring Entity], a government agency of the Republic of the Philippines, hereinafter called "the Entity";

-and-

[Name of Supplier /Contractor/ Consultant] a company duly organized and existing under the laws of [city and country], with principal office at [insert address], hereinafter called "the Supplier".

WHEREAS, the Entity invited Bids for certain goods and services/works/consulting services, particularly *[Brief description of Project]*;

WHEREAS, the Supplier/Contractor/Consultant submitted a responsive bid and was awarded the contract for the procurement in the total amount of *[Contract price in words and figures, including currency],* hereinafter referred to as the "Contract Price."

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereby agree as follows:

1. Unless otherwise stated, terms and expressions used in this Contract shall have the same meanings as those assigned to them in the Conditions of Contract, which form an integral part of this Contract.

2. The following documents as required by the Implementing Rules and Regulations of Republic Act No. 12009 shall form part and be read and construed as integral parts of this Contract, *viz.*:

   a. Philippine Bidding Document (PBD); *[Select one, delete the others]*

   - *For Procurement of Goods*

     i. Invitation to Bid;
     ii. Instruction to Bidders;
     iii. 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;
     iv. Bid Data Sheet;
     v. Schedule of Requirements;
     vi. Technical Specifications;
     vii. General and Special Conditions of Contract;
     viii. Supplemental Bid Bulletins, if any; and

ix. Other contract documents that may be required by existing laws and/or the Entity.

- *For Procurement of Infrastructure Projects*

  i. Drawings/Plans;
  ii. Specifications;/Scope of Work;
  iii. Bill of Quantities;
  iv. General and Special Conditions of Contract; and
  v. Supplemental Bid Bulletins, if any;

- *For Procurement of Consulting Services*

  i. General and Special Conditions of Contract;
  ii. Terms of Reference;
  iii. Request for Expression of Interest;
  iv. Instructions to Bidders;
  v. Bid Data Sheet;
  vi. Addenda and/or Supplemental/Bid Bulletins, if any;
  vii. Bid forms, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents/ statements 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;
  viii. Eligibility requirements, documents and/or statements;
  ix. Performance Security;
  x. Notice of Award of Contract and the Bidder's *conforme* thereto; and
  xi. Other contract documents that may be required by existing laws and/or the Entity.

b. Winning bidder's bid, including the Eligibility Requirements, Technical and Financial Proposals, and all other documents or statements submitted;

c. Performance Security;

d. Notice of Award of Contract; and the Bidder's Conforme thereto; and

e. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBD, such as but not limited to the Notice to Proceed and Warranty Security.

3. In consideration of the Contract Price of *[Contract Price in words and figures],* or such other sums as may be determined in accordance with the terms of the Contract, the Supplier/Contractor/Consultant agrees to deliver and perform the items and related services for the *[Project Title]* described herein in accordance with the terms and conditions specified in the Contract and its annexed documents.

4. The *[Name of the Procuring Entity]* agrees to pay the above-mentioned sum to the Supplier/Contractor/Consultant in accordance with the schedule and manner provided in the Bidding Documents and its annexes.

5. Any dispute, difference, or claim arising out of or relating to this Contract, including its existence, validity, interpretation, breach, or termination thereof, may be submitted to arbitration or other form of alternative dispute resolution in accordance with the

applicable law, such as Republic Act No. 9285 (Alternative Dispute Resolution Act of 2004) or Executive Order No 1008, series 1985 (Construction Industry Arbitration Law).

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

For the Procuring Entity	*For the Bidder*
Head of the Procuring Entity or Duly Authorized Representative	Duly authorized to sign the Contract for and behalf of *[Bidders Name]*:
[Signature over Printed Name] *[Position/Designation]* *[Date]*	*[Signature over Printed Name]* *[Position/Designation]* *[Date]*

Signed in the presence of:

[Name and Signature] *Witness – Procuring Entity*	*[Name and Signature]* *Witness- Supplier*

ACKNOWLEDGMENT

BEFORE ME, A Notary Public for and in the _____, City/Province of _____, this _____ day of _____, 20_____, personally appeared the above-named persons who have satisfactorily proven to me their identity, through their identifying documents written below their names and signatures, that they are the same persons who executed and voluntarily signed the foregoing instrument consisting of ____ pages, including this page where this Acknowledgement is written, which they acknowledged before me as their free and voluntary act and deed.

WITNESS MY HAND AND SEAL this ___ day of *[month] [year].*

NAME OF NOTARY PUBLIC

Notarial Commission No. _____
Notary Public for _____ until _____
Roll of Attorneys No. _____
PTR No. __, *[date issued], [place issued]*
IBP No. __, *[date issued], [place issued]*

Doc. No. _____
Page No. _____
Book No. _____
Series of _____

Omnibus Sworn Statement Form

[Note: The duly accomplished form shall be submitted with the Bid]

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

OMNIBUS SWORN STATEMENT

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

1. *Select one, delete the others:*

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

   - *If 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]*;

   - *If individual consultant not registered under a sole proprietorship, in case of Consulting Services:* I am the individual consultant or authorized representative of *[Name of Bidder]* with office address at *[Address of Bidder]*;

2. ***Select one, delete the others:***

   - *If 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 *[Project Title]* of the *[Name of the Procuring Entity][insert* "as supported by the attached duly notarized Special Power of Attorney" *for authorized representative]*;

   - *If 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 *[Project Title]* of the *[Name of the Procuring Entity]*, as supported by the attached duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary's Certificate, whichever is applicable*;*

   - *If individual consultant not registered under a sole proprietorship, in case of Consulting Services:* As the individual consultant 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 *[Project Title]* of the *[Name of the Procuring Entity]*, as supported by the attached duly notarized Special Power of Attorney *for authorized representative*;

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;

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 others:*

   - *If sole proprietorship :* The *[Name of Bidder]* and its spouse are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;

   - *If partnership :* The partnership itself and the partners of *[Name of Bidder]* are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;

   - *If cooperative:* The cooperative itself and members of the board of directors, general manager, or chief executive officer of *[Name of Bidder]* are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;

   - *If corporation, or joint venture:* The corporation or joint venture itself, and officers, directors, and controlling stockholders of *[Name of Bidder]* are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;

   - *If individual consultant not registered under a sole proprietorship, in case of Consulting Services:* The individual consultant and its spouse are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;

7. It is understood that failure to faithfully disclose its relationship with the Head of the Procuring Entity, members of the BAC, the TWG, and the BAC Secretariat, the head of the PMO or the end-user unit or implementing unit, and the project consultants of the Procuring Entity, or of the procurement agent by consanguinity or affinity up to the third civil degree, as well as its submission of beneficial ownership information containing false entries shall be subject to blacklisting under Section 100 of the Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 12009, without prejudice to criminal and civil liabilities under applicable laws, including their accessory penalties, if any.

Select one, delete the rest:

- *In case of corporations: [Name of Bidder]* declares its beneficial ownership information consistent with its updated General Information Sheet or Beneficial Ownership Declaration Form or any other document duly submitted to the SEC and has maintained a valid and updated file therein in compliance with Sections 20.2.9.1, 81, and 82 of the IRR of RA No. 12009.

- *In case of Foreign Bidders: [Name of Bidder]* submitted an appropriate equivalent document in English issued by the country of the bidder concerned in accordance with Section 20.2.9.2 of the IRR of RA No. 12009.

8. *[Name of Bidder]* complies with existing labor laws and standards; and

9. *[Name of Bidder]* is aware of and has undertaken the following responsibilities as a Bidder:

   a) Carefully examine all of the Bidding Documents;

   b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;

   c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and

   d) Inquire or secure Supplemental Bid Bulletin(s) issued for the *[Project Title]*.

10. *[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.

11. In case advance payment was made or given to *[Name of Bidder]*, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability under existing laws.

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

Duly authorized to sign the Bid for and behalf of:

[Insert Bidder's Name]

[Affiant's Signature over Printed Name]
[Position/Designation]
[Date]

JURAT

SUBSCRIBED AND SWORN to before me this _____ day of *[month] [year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her *[insert type of government identification card used]*, with his/her photograph and signature appearing thereon, with no. _____.

WITNESS MY HAND AND SEAL this ___ day of *[month] [year].*

NAME OF NOTARY PUBLIC
Notarial Commission No. _____
Notary Public for _____ until _____
Roll of Attorneys No. _____
PTR No. __, *[date issued], [place issued]*
IBP No. __, *[date issued], [place issued]*

Doc. No. _____
Page No. _____
Book No. _____
Series of _____.

Bid Securing Declaration Form

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

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

BID SECURING DECLARATION

Project Identification No.: *[Number]*

To: *[Insert name 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;

   [Insert paragraph for Unsolicited Offer with Bid Matching]

   I/We understand that upon conferment of the original offeror status under Section 30.6 of the Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 12009, the offeror shall submit a Bid Securing Declaration within ten (10) days from the receipt of the certificate of conferment;

2) Select one, delete the other:

   - I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any Procuring Entity upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under 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 52.2 (a), 63.2, 69.1 and 100, except 100.3 (c),of the IRR of Republic Act No. 12009; without prejudice to other legal action the government may undertake; and

   (For Unsolicited Offer with Bid Matching)

   - I/We accept that: I/we will be automatically disqualified from any procurement opportunity of the Procuring Entity for a period of one (1) year on the first offense, two (2) years on the second offense, and perpetually on the third offense 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;

[Insert this paragraph for Unsolicited Offer with Bid Matching]

b) Upon contract award and the LCCRB is not the original offeror; or
c) I am/we are declared the bidder with the *[Insert Award Criterion[1]]* 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]*.

Duly authorized to sign the Bid for and behalf of:

[Insert Bidder's Name]

[Signature over Printed Name]
[Position/Designation]
[Date]

JURAT

SUBSCRIBED AND SWORN to before me this _____ day of *[month] [year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her *[insert type of government identification card used]*, with his/her photograph and signature appearing thereon, with no. _____.

WITNESS MY HAND AND SEAL this ___ day of *[month] [year].*

NAME OF NOTARY PUBLIC
Notarial Commission No. _____
Notary Public for _____ until _____
Roll of Attorneys No. _____
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