PHILIPPINE BIDDING DOCUMENTS

Republic of the Philippines

PROCUREMENT

OF

GOODS

Adoption of Digital Learning Platform Through ICT Modernization (Smart Classrooms)

(PR 26-10-401)

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.

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PROCUREMENT

OF

GOODS

Adoption of Digital Learning Platform Through ICT Modernization (Smart Classrooms)

(PR 26-10-401)

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TABLE OF CONTENTS

Glossary of Acronyms, Terms, and Abbreviations 6

Definition of Terms 8

Section I. Invitation to Bid 10

Section II. Instructions to Bidders 13

Section III. Bid Data Sheet 42

Section IV. General Conditions of Contract 46

Section V. Special Conditions of Contract 60

Section VI. Schedule of Requirements 67

Section VII. Technical Specifications 68

Section VIII. Philippine Bidding Document Related Forms 149

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 (Smart Classrooms)*

1) The ***Western Mindanao State University***, through the ***GAA Fund 101***[4] intends to apply the sum of ***Seventy-Seven Million Nine Hundred Seventy-Three Thousand Three Hundred Thirty-Five and Forty-Six Centavos (PHP 77,973,335.46)*** being the Approved Budget for the Contract (ABC) to payments under the contract for **Adoption of Digital Learning Platform Through ICT Modernization (Smart Classrooms).** 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 (Smart Classrooms)**. 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 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.

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[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 AM.*** 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 AM*** 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.

TABLE OF CONTENTS

A. General 16

1) Scope of Bid 16
2) Source of Funds 16
3) Corrupt, Fraudulent, Collusive, and Coercive Practices 16
4) Conflict of Interest 17
5) Eligible Bidders 19
6) Bidder's Responsibilities 20
7) Origin of Goods 22
8) Subcontracts 23

B. Contents of Bidding Documents 23

9) Pre-Bid Conference 23
10) Clarification and Amendment of Bidding Documents 23

C. Preparation of Bids 24

11) Language of Bids 24
12) Documents Comprising the Bid: Technical and Financial Components 24
13) Bid Prices 26
14) Bid Currencies 27
15) Bid Validity 27
16) Bid Security 28
17) Format and Signing of Bids 30
18) Sealing and Marking of Bids 30

D. Submission and Opening of Bids 31

19) Deadline for Submission of Bids 31
20) Late Bids 31
21) Modification and Withdrawal of Bids 31
22) Opening and Preliminary Examination of Bids 32

E. Evaluation and Comparison of Bids 33

23) Process to be Confidential 33
24) Clarification of Bids 33
25) Domestic Preference 33
26) Detailed Evaluation and Comparison of Bids 34
27) Post-Qualification 36

28) Reservation Clause 38

F. Award of Contract 38

29) Contract Award 38
30) Signing of the Contract 39
31) Performance Security 40
32) Notice to Proceed 41
33) Protest Mechanism 41

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:

a) 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.

b) 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.

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

16) Bid Security

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)
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.*	Two Percent (2%)
b) 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%)
c) 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.

a) 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.

b) 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%)

[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.

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.

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 (Smart Classrooms)*** *The identification number of the Contract is* *PhilGEPS Reference No: 104870* *Control Number: 2610401*
1.2	"Not applicable".
2	The Funding Source is: The GoP through the source of funding as indicated below for ***GAA Fund 101*** in the amount of ***Seventy-Seven Million Nine Hundred Seventy-Three Thousand Three Hundred Thirty-Five and Forty-Six Centavos*** **(*PHP 77,973,335.46).*** 2.1 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 (Smart Classrooms)***
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 ***Seventy-Seven Million Nine Hundred Seventy-Three Thousand Three Hundred Thirty-Five and Forty-Six Centavos (PHP 77,973,335.46)*** 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 ***November 9, 2026 @ 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 AM*** 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 –** • *One Lot – 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.

Table of Contents

Section IV. General Conditions of Contract 46

1) General Terms 48
2) Corrupt, Fraudulent, Collusive, and Coercive Practices 48
3) Inspection and Audit by the Funding Source 48
4) Governing Law and Language 48
5) Notices 48
6) Scope of Contract 49
7) Subcontracting 49
8) Procuring Entity's Responsibilities 50
9) Prices 50
10) Advance Payment 50
11) Payment 51
12) Taxes and Duties 52
13) Performance Security 52
14) Use of Contract Documents and Information 52
15) Standards 53
16) Inspection and Tests 53
17) Warranty 53
18) Delays in the Supplier's Performance 54
19) Liquidated Damages 54
20) Settlement of Disputes 55
21) Liability of the Supplier 56
22) Termination for Breach of Contract 56
23) Termination Due to Force Majeure 56
24) Termination for Convenience 57
25) Termination for Unlawful Acts 57
26) Procedures for Termination of Contracts 58
27) Assignment of Rights 59
28) Amendment to Order 59
29) Application 59

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

sixty (60) calendar days from 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 ***Seventy-Seven Million Nine Hundred Seventy-Three Thousand Three Hundred Thirty-Five and Forty-Six Centavos (PHP 77,973,335.46)*** 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 (Smart Classrooms) 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 (Smart Classrooms) See attached Terms of Reference (TOR)	

ADOPTION OF DIGITAL
LEARNING PLATFORM
THROUGH ICT MODERNIZATION
(SUB-PROJECT: E-CLASSROOM)

ADOPTION OF DIGITAL LEARNING PLATFORM THROUGH ICT MODERNIZATION

(SUB-PROJECT: E-CLASSROOM)

[illegible]

TERMS OF REFERENCE

TABLE OF CONTENTS

		Page
I.	Background and Rationale	4
II.	Project Description and Location	5
III.	Project Objectives	7
IV.	Scope of Work	7
V.	Detailed Technical Specifications	10
VI.	Deliverables of the Supplier	22
VII.	Contract Duration and Implementation Schedule	23
VIII.	Minimum Key Personnel Requirements	25
IX.	Approved Budget for the Contract (ABC)	32
X.	Submission of Bids	34
XI.	Bid Evaluation and Criteria (MEAPB)	34
XII.	Testing, Commissioning and Acceptance	38
XIII.	Training and Knowledge Transfer	40
XIV.	Obligation of Western Mindanao State University (WMSU) Responsibilities and Dependencies	41
XV.	Warranty and Support	41
XVI.	Liquidated Damages	43
XVII.	Other Terms and Conditions	43
XVIII.	Project Completion and Final Acceptance	45
XIX.	Preparation and Approval	46

ANNEXES

Annex A – Mandatory Technical Responsiveness Checklist (Pass/Fail)	47
Annex B – TWG Technical Evaluation Worksheets	50
Annex C – Statement of Compliance (Formal)	52
Annex D – Key Personnel Assignment Form	55
Annex E – Completed Similar Projects Form	58
Annex F – TWG Rating Scale and Scoring Rubrics	60
Annex G – Glossary of Terms	65

I. BACKGROUND AND RATIONALE

Western Mindanao State University (WMSU) is implementing the project "Adoption of Digital Learning Platform through ICT Modernization" to strengthen academic operations, digital learning services connectivity, information security and technology-enabled services. The project, through its Information Systems Strategic Plan (ISSP) 2025 (Amendments), identified the e-classroom as an ICT-enabled teaching and learning environment centered on the use of interactive boards to enhance teaching methods and make learning more engaging. The ISSP describes interactive boards as enabling teachers and students to communicate and interact directly with lesson contents, access applications and online resources, promote visual learning and collaboration, and support more student-centered and independent learning.

The ISSP further identifies the E-Classroom as a means of integrating technology into the curriculum through multimedia resources, interactive lessons, videos and online educational tools. It emphasizes active student participation through interactive activities, as well as the use of technology for group activities, discussions and project-based learning. It also calls for professional development opportunities and support services that enable faculty to integrate e-classroom technologies into teaching practice, promote innovative pedagogies and continuously improve student learning outcomes.

Consistent with these ISSP directions, WMSU intends to convert eighteen (18) conventional classrooms into functional e-classrooms. The procurement is therefore intended not merely to acquire ICT equipment, but to establish complete classroom environments that enable the teaching and learning functions identified in the ISSP. Each e-classroom shall be provided with the interactive, computing, connectivity, power-protection, monitoring, cooling and furniture components necessary for effective and sustainable technology-enabled instruction, together with the installation, integration, testing, training, documentation and support required for operational readiness.

The procurement equipment set comprises nine (9) equipment categories, the six identified for the smart classroom in the ISSP and the previous Terms of Reference (Smart Interactive Board, Tables with Chairs, Cooling Equipment, Dome Camera, Wi-Fi Access Point and Managed 12 Port Gigabit PoE Switch), together with a Faculty Instructional Workstation, two (2) Uninterruptible Power Supply (UPS) units per classroom, and the network video recorder(s) with recording storage. These components translate the ISSP Smart Classroom functions into a complete classroom level implementation. The interactive board remains the central instructional technology, while the faculty workstation supports presentation, content preparation and technology-assisted instruction; the Wi-Fi access points and the PoE switch provide connectivity and manageability; the UPS units protect the interactive board and the workstation; the dome cameras provide authorized classroom monitoring; and the furniture and cooling provide the physical environment necessary for regular classroom use. The network video recorder(s) with recording storage are supplied as one (1) set for the project as a whole, to record the thirty-six (36) classroom cameras, with capacity for future expansion.

B. PROJECT DESCRIPTION AND LOCATION

Procuring Entity	[illegible] University (WMSU)
Project / Sub-project	Adoption of Digital Learning Platform through ICT Modernization – Sub-project 1: Classroom
Project Sites	Eighteen (18) existing classrooms designated by WMSU, each at least 7.0 m × 9.0 m (63 sqm), to be converted into e-classrooms (Section B.A)
Project Composition	Component A – ICT Equipment and Furniture Component B – Operation Convergence and Fitout Component C – Implementation Services, Warranty and Support
Approved Budget for the Contract (ABC)	[illegible] including all applicable taxes, duties and fees
Implementation Period	One hundred eighty (180) calendar days from receipt of the Notice to Proceed (NTP), followed by a three (3)-year warranty and support period from Project Completion, after which the Warranty Period begins.
Purchase Request No. / Source of Funds	[illegible]
End-User Units	Management Information Systems and Technology Office (MISTO) for the colleges concerned
Related Subprojects (Dependencies)	Campus Network and Security, and Centralized Control (Sections B.B and B.C). Every supplied unit is fully functional only when paired with equipment under the TOR. The network, video monitoring and recording storage for the classroom cameras are supplied under the TOR (Sections B.B, B.C).
Mode of Procurement	Competitive Bidding (Republic Act No. 9184 and its Implementing Rules and Regulations)
Procurement Type	Goods, including related services
Award Criterion	Most Advantageous to the Procuring Entity (Responsive Bid With Lowest Price), with a Minimum Qualifying Technical Score of 70 out of 100.

A. Project Sites

Location	Eighteen (18) classrooms in [illegible] College buildings, listed in the schedule in Section B.B.2
Present use	Classrooms to be converted
Floor dimensions	Standard technical drawing 7.0 m × 9.0 m, floor area of at least 63 sqm, with a ceiling height of about 3.0 m, to be verified per room
Capacity after conversion	Forty (40) student seats and one (1) instructor per room
Site conditions to be verified by the bidder	Actual room dimensions and ceiling height, wall construction at the exact position for new fixtures and glass, available electrical supply and panel capacity in each building, cable routes, the building's existing location of outdoor air-conditioning units, and trading access. These shall be verified through the mandatory site inspection (Section IV.A).

Classroom schedule. The eighteen classrooms are listed below, as designated in the WMSU Schedule of ICT Modernization Room Locations. Thirteen (13) rooms are on the second floor and five (5) on the first floor.

WMSU has validated through physical inspection, and issues with the Bidding Documents as a Site Data Sheet, the following for each room and building: room dimensions and ceiling height; the rating of the existing building distribution panel, its spare capacity in amperes and spare breaker positions, and the supply voltage and phase; and the location, port type and fibre type (single-mode or multimode) connector of the building network switch serving the room. Bidders may verify this information during the site inspection (Section IV.A).

No.	College / Building	Room	Floor	Dimensions (m)
1	CN	[illegible]	2nd	7 × 8
2	CN	[illegible]	2nd	7 × 8
3	CN	[illegible]	2nd	7 × 8
4	CET	[illegible]	2nd	7 × 8
5	CET	[illegible]	2nd	7 × 8
6	CET	[illegible]	2nd	7 × 8
7	CTE	[illegible]	1st	7 × 8
8	CTE	[illegible]	1st	7 × 8
9	CTE	[illegible]	1st	7 × 8
10	Medicine	[illegible]	2nd	7 × 8
11	Medicine	[illegible]	2nd	7 × 8
12	CCS	[illegible]	2nd	7 × 8
13	CCS	[illegible]	2nd	7 × 8
14	CSM	[illegible]	2nd	7 × 8
15	CSM	[illegible]	2nd	7 × 8
16	ACM	[illegible]	1st	7 × 8
17	CHE	[illegible]	2nd	7 × 8
18	LAW	[illegible]	1st	7 × 8

B. Project Composition

Component	Description
A. ICT Equipment and Furniture	For each classroom: interactive board, tables with chairs, air conditioning units, dome cameras, access points, PoE switch, two UPS units and a facility management kit (licenses, software). For the [illegible] units of new network switches, wall mounting brackets for the fully-fire (IR) illumination cameras.
B. Classroom Conversion and Fitout	Conversion of each designated classroom, as defined in Section 4.D, work packages CON-01 to CON-05: civil and architectural work, minor finishes and aesthetic improvements, lighting and electrical works, in-room structured cabling, charging provision in student tables, and installation of air-conditioning.

Component	Description
C. Implementation Services, Warranty and Support	Project management, detailed design, installation and configuration integration with Campus Network and Security and Command Center, testing and commissioning, training and knowledge transfer, three (3) years of warranty and technical support, and the one-to-technical support staff stationed at WMSU during the support period (Section VIII, KPI 25)

III. PROJECT OBJECTIVES

A. General Objective

To convert eighteen (18) conventional classrooms into fully functional, integrated and sustainable E-Classrooms that enhance the teaching environment for both students and faculty and support interactive, multimedia, collaborative and technology-assisted teaching and learning.

B. Specific Objectives

- Provide one (1) 75 inch 4K interactive board per classroom as the principal instructional technology for direct interaction with lesson content, digital annotation, multimedia presentation, interactive activities and collaborative learning.
- Provide one (1) faculty instructional workstation per classroom to support presentation, instructional content preparation, screen sharing, online resources, collaboration and supported technology-assisted or hybrid/distance learning activities.
- Provide reliable classroom wireless and wired connectivity through Wi-Fi 6 access points and managed PoE switching integrated with the WMSU network to support faculty and student devices and access to online educational resources.
- Provide IP camera coverage suitable for authorized classroom monitoring and technology-assisted instructional use, subject to WMSU privacy, security and data protection requirements.
- Provide adequate power protection through two (2) UPS units per classroom: one for the interactive board and one for the faculty workstation.
- Provide appropriate classroom furniture with charging at every seat and cooling to establish a safe, accessible, comfortable and ergonomically appropriate teaching and learning environment.
- Provide complete classroom conversion, including improvement of interior finishes and aesthetic appeal, cabling, mounting, electrical/data outlet works, labeling, testing, commissioning, training and documentation.
- Provide standardized, maintainable and interoperable classroom configurations, together with faculty professional development, knowledge transfer and operational support for an effective and sustained E-Classroom utilization.

IV. SCOPE OF WORK

The bidder shall perform all work needed to deliver the components in Section IX. The technical requirements are stated once, in Section V. This Section states the work to be performed.

A. Site Inspection

Prospective bidders are strongly encouraged to inspect the eighteen classrooms and the relevant parts of their buildings before submitting their bids, on the schedule set by the BAC and announced in the Invitation to Bid. Attendance is not a condition of eligibility or responsiveness, and no bid shall be rejected for failure to attend.

By submitting a bid, the bidder is deemed to have examined the sites, whether or not it attended the inspection, and to have priced all works needed for complete and operational e-classrooms, including hauling, the uplink cable to the demarcation point stated in CAB-03, placement of outdoor air-conditioning units, electrical supply from the demarcation point stated in CON-03, and repairs to existing surfaces. No claim for additional cost shall be allowed for site conditions that a reasonable inspection would have revealed, except where actual conditions differ materially from the Site Data Sheet issued by WMSU with the Bidding Documents.

B. Project Initiation and Detailed Engineering Design

- Prepare the inspection report and detailed implementation plan: work packages, room release schedule, dependencies, milestones, resources, risk register, testing, training and turnover.
- Survey every room and prepare the cabling-load computation, the electrical load schedule and a single-line diagram for each building affected, and the cable route survey.
- Prepare the detailed engineering design: room layout and elevations (board position, seating, vision, sight lines, accessible position), architectural plans, electrical plans signed and sealed by a licensed Electrical Engineer, mechanical (air-conditioning) plans, and low-voltage (structured cabling, audio-visual and CCTV) plans. The design shall be approved by WMSU before work starts.
- Prepare the integration design for each item in Section V.E and the network design (VLAN, DHCP, IP plan) jointly with MSTC.
- Identify conditions requiring WMSU approval before installation. No major alteration to existing University infrastructure shall be undertaken without written authorization.

C. Classroom Conversion and Fit-Out (Component B)

- Convert each classroom in accordance with the approved design and interior design concept and the five (5) conversion work packages CON-01 to CON-05 defined in Section V.D: site preparation and dismantling, interior renovation and finishes of the walls, ceiling, floor, door and windows, including improvement of the room's aesthetic appeal, electrical

power, lighting, charging provision at tables, data cabling, installation of air-conditioning, mounting and placement of equipment and furniture, and making good, testing and turnover.

- Secure all permits and clearances required for the works and comply with the Philippine Electrical Code, the Accessibility Law (BP 344) and occupational safety and health standards.
- The civil, architectural, electrical and air-conditioning installation works under Component B shall be performed by the Supplier or, where subcontracting is allowed under RA 12009 and its IRR, by a works subcontractor, either of which shall hold a valid Philippine Contractors Accreditation Board (PCAB) licence of the category and size range applicable to the value of Component B. The bidder shall identify the party performing the works and submit a copy of its PCAB licence in the technical proposal. The electrical works shall be supervised, and the electrical plans signed and sealed, by the licensed electrical engineer under Section VIII, and the building and electrical permits shall be secured from the Office of the Building Official of Zamboanga City where required.
- Protect existing building elements, keep work areas and corridors clean and safe, remove debris daily, and restore any area damaged by the works.

D. Supply and Installation of Equipment and Furniture (Component A)

- Supply, deliver, haul, install, configure and commission all Component A items in accordance with Section V.C.
- Install the PoE switch and patch panel in the lockable network enclosure (CAB-003), with labeling, cable management and power connection. Install the network video recorder(s) and recording storage (Item A9) at the location designated by MISTO and configure the thirty-six (36) classroom cameras to record to them.
- Provide HDMI and USB touch connections between the faculty workstation and the interactive board, and configure the workstation for presentation, screen sharing and hybrid or distance learning applications.
- Deliver, assemble and arrange the furniture according to the approved layout.
- Tag all equipment with WMSU property tags provided by the Supply Office and record serial numbers in the asset inventory.

E. Software Deployment and Configuration

Install, license in WMSU's name and configure the workstation operating system, office productivity suite, endpoint protection, interactive board software and management console, and video-conferencing clients.

F. Systems Integration

Integrate each classroom with the systems listed in Section V.E, using documented, standards-based interfaces (SNMP, syslog, ONVIF/RTSP, IEEE 802.1X or vendor management platforms), and document every interface.

G. Testing, Commissioning and Acceptance

Perform the tests in Section XII in every room, including cable certification, wireless coverage, LPS runtime, air-conditioning performance, in-room interoperability and camera viewing from the Command Center.

H. Training and Knowledge Transfer

Conduct the training of faculty, staff and technical personnel in Section XIII, in the numbers and at the frequency stated there, in accordance with the training plan in the bidder's methodology, and provide a quick guide in every classroom.

I. Warranty and Support

Provide a three (3)-year warranty and technical support period covering the delivered equipment, software and workmanship, in accordance with Section XV, counted from Project Completion, including the on-site technical support staff stationed at WMSU (Section XIII, [illegible]).

J. Project Management

- Hold progress meetings at least weekly and submit a written status report every two (2) weeks showing completed and planned activities, items released and returned, issues and risks, decisions required from WMSU and mitigation actions.
- Keep the assigned key personnel on site as committed in the personnel deployment matrix (Section VIII and Annex D).
- Manage changes through the change-control procedure in Section XVI.A.

V. DETAILED TECHNICAL SPECIFICATIONS

A. Minimum Technical Standards

Req. ID	Requirement
GEN-001	**Requirement language.** [illegible]
GEN-002	**New and current.** [illegible]
GEN-003	**Completeness.** [illegible]
GEN-004	**Brand names and equivalents.** [illegible]
GEN-005	**Manufacturer documentation.** [illegible]
GEN-006	**Manufacturer authorization.** [illegible]
GEN-007	**Standards.** [illegible]
GEN-008	**Power.** [illegible]
GEN-009	**Warranty.** [illegible]

Req. ID	Requirement
[illegible]	**Optionally.** The [illegible] shall be supplied for all applicable equipment.
[illegible]	**Asset inventory.** The bidder shall maintain and turn over an inventory of supplied assets showing their vendor, model, serial number, WMSU property tag, room, license, certificate and warranty expiry.
[illegible]	**No duplication.** The bidder shall not propose items duplicated under Campus Network and Security or Command Center Sections V.E and V.F. Where the bidder considers an additional item necessary for a complete solution, it shall be included in the bid price and identified in the technical proposal. WMSU shall [illegible] within the bid deadline, or [illegible] to such [illegible] equipment, platform, software, [illegible] services and interface points (uplink port and media, RJ45/LC, 10/25, and VLAN) that the Supplier will connect to.

B. E-Classroom Functional Requirements

When completed, each e-classroom shall perform the following functions using the equipment in Section V.C, the works in Section V.D and the integrations in Section V.E.

Req. ID	Requirement
FUN-001	[illegible]
FUN-002	Display the faculty workstation on the interactive board at 3,840 × 2,160, with [illegible] on the board controlling the workstation.
FUN-003	Run the [illegible] and between and [illegible] applications on the interactive board itself, without the workstation being on.
FUN-004	Share [illegible] wirelessly to the board from at least four (4) student or faculty devices at a time.
FUN-005	Play program audio from the faculty workstation and from the board's own applications through the built-in speakers of the interactive board, audible throughout the room.
FUN-006	Send the workstation's [illegible] to a video conferencing session for distance partners, and record the session on the workstation.
FUN-007	Provide wireless network access at [illegible] for at least forty-one (41) [illegible] on the campus BYOD network and any guests.
FUN-008	Provide a charging point at every student table, with tables that can be unplugged, [illegible] grade safe and [illegible] without tools.
FUN-009	Keep the interactive board and the faculty workstation running through voltage dips and brief power cuts. In the event of power failure, shutdown safely and protect the switch, access points and cameras against voltage surges through the dedicated grounded ICT circuit (SLE-CC1).
FUN-010	Record both [illegible] on the [illegible] video recordings supplied under Item [illegible], keep the recordings for the retention period, and stream the cameras to the Command Center for live view and playback.
FUN-011	Maintain room conditions suitable for teaching, storing the forty-one computers and equipment listed in the [illegible] in Section V.C.
FUN-012	Secure the PoE switch and patch panel in a locked network enclosure.

C. Component A – ICT Equipment, Software and Furniture (Detailed Minimum Specifications)

All items shall be brand new, of current production, and shall meet or exceed the minimum requirements below. Equivalent or higher specifications are acceptable subject to technical evaluation. Bidders shall state the brand and model offered for every item and attach the manufacturer's datasheet. Each parameter is numbered; the bidder shall respond to every numbered parameter in the Statement of Compliance (Annex C).

1. Smart Interactive Board (Item A1) – Eighteen (18) units, one (1) per classroom

No.	Parameter	Minimum specification
1	Display	Interactive flat panel, diagonal of at least 75 inches
2	Resolution and refresh rate	At least 3,840 × 2,160 pixels (4K UHD), [illegible] at least 60 Hz
3	Brightness and contrast	At least 400 [illegible] at least 1,200:1
4	Viewing angle and response time	At least 178 degrees horizontal and vertical, not more than 8 ms
5	Touch	At least 40 [illegible]
6	Screen surface	Anti-glare tempered glass, hardness of at least 7H, Bidden-free, low blue light
7	Stylus	At least two (2) [illegible] at least 10 [illegible]
8	Operating system	Android, current supported version, with Google COLA certification
9	Processor, memory, storage	Octa-core, 4 × A75 [illegible] and 4 × A55 [illegible] or higher, at least 8 GB RAM, at least 64 GB storage
10	Wireless	[illegible]
11	Ports	At least 4 [illegible], 2 [illegible], 1 USB, 1 USB touch port (Type-B or Type-C) returning touch to the workstation, and 1 earlier [illegible]
12	Control	[illegible]
13	Wireless screen sharing	Built in, [illegible] at least four (4) devices at once. For Windows, Android, iOS and ChromeOS
14	Control management	Remote management of all boards from one console, operated on the end of the warranty and support period (SDN-EDS, Section [illegible])
15	Software	Annotation, whiteboard and screen sharing software with purpose [illegible] for [illegible]
16	Power	220-240 VAC, 50 Hz; maximum consumption declared and not more than 450 W; operates normally on the specified [illegible]
17	Operating temperature	5 °C to 40 °C
18	Inclusions	Wall mounting bracket suited to the wall type, power cord, HDMI and USB touch cables of at least 5 m, two (2) stylus
19	Warranty	At least three (3) years on parts and labour, on-site, with total service

2. Tables with Chairs (Item A2) – Seven hundred thirty-eight (738) sets, forty-one (41) per classroom

No.	Parameter	Minimum specification
1	Quantity	[illegible]
2	Student table size	[illegible]
3	Tabletop	[illegible]
4	Frame	[illegible]
5	Level and stability	[illegible]
6	Power	[illegible]
7	Student chair	[illegible]
8	Instructor table and chair	[illegible]
9	Adjustability	[illegible]
10	Layout	[illegible]
11	Health and safety	[illegible]
12	Warranty	[illegible]

3. Air-Conditioning Units (Item A3) – Thirty-six (36) units, two (2) per classroom

No.	Parameter	Minimum specification
1	Type	[illegible]
2	Capacity	[illegible]
3	Refrigerant and compressor	[illegible]
4	Energy performance	[illegible]
5	Noise	[illegible]

No.	Parameter	Minimum specification
6	Controls	[illegible]
7	Filter	[illegible]
8	Power	[illegible]
9	Installation	[illegible]
10	Certificates	[illegible]
11	Warranty	[illegible]

4. Dome CCTV Cameras (Item A4) – Thirty-six (36) units, two (2) per classroom

No.	Parameter	Minimum specification
1	Type	[illegible]
2	Resolution and frame rate	[illegible]
3	Compression and streams	[illegible]
4	Image	[illegible]
5	Lens	[illegible]
6	Network and power	[illegible]
7	Remote connectivity	[illegible]
8	Audio	[illegible]
9	Security	[illegible]
10	Warranty	[illegible]

5. Indoor Wi-Fi Access Points (Item A5) – Thirty-six (36) units, two (2) per classroom

No.	Parameter	Minimum specification
1	Type	[illegible]
2	Data rates	[illegible]
3	Capacity	[illegible]
4	Radio features	[illegible]

No.	Parameter	Minimum specification
5	Security	[illegible]
6	Interfaces	[illegible] is radio preferred, not mandatory
7	Management	[illegible]
8	Compliance	[illegible]
9	Inclusive and warranty	[illegible]

6. Managed 12-Port PoE Access Switch (Item A6) – Eighteen (18) units, one (1) per classroom

No.	Parameter	Minimum specification
1	Type	[illegible]
2	Access ports	[illegible]
3	Uplink ports	[illegible]
4	PoE budget	[illegible]
5	Performance	[illegible]
6	Layer 2	[illegible]
7	Quality of service	[illegible]
8	Security	[illegible]
9	Management	[illegible]
10	Form factor and noise	[illegible]

No.	Parameter	Minimum specification
11	Transceiver	[illegible]
12	Services and warranty	[illegible]

7. Uninterruptible Power Supply (UPS) (Item A7) – Thirty-six (36) units, two (2) per classroom

No.	Parameter	Minimum specification
1	Allocation	[illegible]
2	Capacity	[illegible]
3	Topology and accuracy	[illegible]
4	Transfer time	[illegible]
5	Input and output	[illegible]
6	Battery and runtime	[illegible]
7	Outlets	[illegible]
8	Protection and status	[illegible]
9	[illegible]	[illegible]
10	Noise	[illegible]
11	Standards	[illegible]
12	Warranty	[illegible]

8. Faculty Instructional Workstation with Software (Item A8) – Eighteen (18) units, one (1) per classroom

No.	Parameter	Minimum specification
1	Form factor	[illegible]
2	Processor	[illegible]
3	Memory and storage	[illegible]
4	Display	[illegible]

No.	Parameter	Minimum specification
5	Video output	[illegible]
6	Network	[illegible]
7	Ports	[illegible]
8	Peripherals	[illegible]
9	Operating system and software	[illegible]
10	Security	[illegible]
11	[illegible]	[illegible]
12	Warranty	[illegible]

9. Network Video Recorder(s) and Recording Storage (Item A8) – One (1) lot, for the thirty-six (36) classroom cameras

No.	Parameter	Minimum specification
1	Capacity and [illegible]	[illegible]
2	Channel capacity	[illegible]
3	Recording performance	[illegible]
4	Compression and streams	[illegible]
5	Storage capacity	[illegible]

No.	Parameter	Minimum specification
6	Hard disks	[illegible]
7	Redundancy	[illegible]
8	Future upgrade – storage	[illegible]
9	Future upgrade – software	[illegible]
10	Interoperability	[illegible]
11	Remote monitoring	[illegible]
12	Network	[illegible]
13	Security	[illegible]
14	Form factor and power	[illegible]
15	Installation and configuration	[illegible]
16	Warranty	[illegible]

D. Component B – Classroom Conversion and Fit-Out

Definition of conversion. Conversion of classrooms to e-classrooms means the improvement of an existing conventional classroom, within its present walls, floor area and structure, covering both (a) the works needed so that the

room can safely house, power, install, connect and operate the Component A equipment and furniture as an e-classroom that performs the functions FUN-001 to FUN-012, and (b) the refurbishment of the room's interior finishes, lighting and fixtures to improve its condition and aesthetic appeal, so that it provides a clean, well-lit, comfortable, attractive and conducive learning environment. Conversion is therefore not limited to the works needed to fit the equipment. Conversion consists of the five (5) work packages CON-01 to CON-05 below, each of which shall be performed in every one of the eighteen (18) classrooms. The existing condition of each room shall be recorded in the Site Assessment Report (SAR), and the work under each package, including the interior color and finish scheme, shall be shown in the approved design.

Work package	Conversion work to be done in each classroom
CON-01	**Site preparation and decontaminating.** Protect or remove existing furniture, equipment, property in the room. Remove the existing chalkboard or whiteboard, the existing air-shade and frame, defective or obsolete lighting fixtures and wiring devices and wall or ceiling fixtures that obstruct the new equipment. Remove all items that are unusable, shall be recycled and turned over to the MMSU in accordance with the requirements of Section [illegible]
CON-02	**Interior renovation and finishes.** Repair cracks and damaged surfaces, repair or replace damaged or stained ceiling boards, repaint the walls and ceiling in a matte light-colored finish following a coordinated interior color and finish scheme approved by MMSU, by the Architectural [illegible] the existing floor or replace the floor with tile, each classroom board and the wall in the e-classroom, [illegible], install window blinds for glare control, repair and refinish the door and the jambs, install room signage, a rack or display board and 10MEG-branded wall graphics or an around panel, so that the room conveys a vibrant, educative and conducive learning environment [illegible]
CON-03	**Electrical, lighting, cabling, charging and cooling works.** Install a new dedicated power panel board fed from the existing building distribution panel, with sufficient capacity for all new loads, lighting, convenience outlets, ICT equipment and cabling, a single outlet for the ICT [illegible] the library, the distribution frame and the network endpoints and grounding of the network endpoints; install recessed LED lighting switched in at least two rows [illegible] the network patch panel and suitable network cabling [illegible] for charging portable ICT [illegible] and the installation of the fan (F) and conditioning units (ACU-001) [illegible] in compliance with the Philippine Electrical Code (PEC-01) [illegible]. The electrical demarcation point is the load side of a spare or new circuit breaker in the existing building distribution panel located in the Site Data Sheet. If the Supplier provides the breaker, the feeder to the classroom panelboard and everything downstream. Upgrades upstream of the demarcation point (building feeder, main panel or transformer) are excluded from this contract. Where the load calculation in the Detailed Engineering Design Milestone (C) shows that the spare capacity in the Site Data Sheet is not sufficient, the Supplier shall report the shortfall in writing and DMMSU shall verify and fix upstream upgrades; any resulting delay shall delay the Supplier's [illegible]

Work package	Conversion work to be done in each classroom
CON-04	**Mounting and placement of equipment and furniture.** Mount [illegible] the two (2) access points, mount the PoE switch in the network enclosure, place the faculty workstation and the two (2) UPS units, and arrange the forty-two (42) sets of tables and chairs according to the approved layout, including the teacher's access to position (Section IV.B; Fig. [illegible]).
CON-05	**Making good, testing and turnover.** Restore all surfaces and areas affected by the works; tidy the environs; clean the room; perform the electrical, cabling, air-conditioning and charging tests of Section [illegible]; update the [illegible] and obtain the sign-off for the college ready for [illegible] (MILESTONE [illegible]).

Completion of Conversion. A classroom is considered converted, and ready for equipment configuration under Milestone M4, when all five (5) work packages are complete in that room, the tests under CON-05 have passed, and the End-User has signed the room-by-room installation checklist (Milestone M3).

The detailed minimum requirements for the renovation work packages are stated below, by requirement ID. They apply to each of the eighteen classrooms. Quantities are minimums for a 7 m × 9 m room and shall be confirmed in the approved design.

Req. ID	Requirement
CIV-001	Removal and disposal of old furniture, fixtures, repair and restoration of structural [illegible].
CIV-002	Surface preparation, repair of cracks and damaged surfaces, repair or replacement of damaged or [illegible] ceiling boards, and repainting of walls and ceiling in a neutral light-coloured finish that limits glare on the boards, following a [illegible] approved by MWSU [illegible].
CIV-003	Floor finish of the classroom shall be carpet tiles, vinyl tiles or another floor finish laid over the existing floor. The finish shall be of commercial or institutional grade, suitable for a classroom, slip-resistant, durable under the daily movement of tables and chairs, and easy to clean and maintain. The finish shall extend from wall to wall and provide a flush, [illegible] in the [illegible]. The same finish shall be used in all eighteen (18) classrooms and shown in the approved interior design concept.
CIV-004	Wall reinforcement and mounting supports for the mounted board and indoor air-conditioning units.
CIV-005	Window blinds for glare control; door repair and refinishing with lockset; room signage and [illegible] and MWSU-branded wall graphics or an accent panel as shown in the approved interior design concept.
ELE-001	Dedicated classroom panelboard with separate circuit breakers for air-conditioning, lighting, convenience outlets, ICT equipment and table charging.
ELE-002	One dedicated circuit with breaker and weatherproof enclosure for each air-conditioning unit.
ELE-003	A dedicated, grounded circuit for ICT equipment feeding the two UPS units, with a surge protective device at the distribution panelboard and outlets at the teacher's table and the network enclosure.

Req. ID	Requirement
ELE-004	LED lighting with not less than twelve [illegible] fixtures per room and as many more as needed to result in average [illegible] lux at desk height. Switched in at most two rows so the view means the board can be dimmed or switched off.
ELE-005	At least four [illegible] duplex convenience outlets per room, in addition to the table charging ports.
ELE-006	Grounding of the network enclosure and all metal cabinetry. All wiring shall comply with the Philippine Electrical Code, a licensed electrical and electrical safety test report after the work for each room.
CAB-001	At least eight (8) data outlets per room, two access points, two cameras, interactive board, facility management switches spares.
CAB-002	Category 6 UTP, white colour, 23-24 AWG, UL- and ETL-verified, meeting TIA 568.2-D, provided in 305 m boxes, safety gloves, fish tape.
CAB-003	Terminations in a Cat 6 patch panel of 48 port, 12 port, in a lockable, ventilated, wall-mounted 19-in enclosure. Patch cords are supplied as part of the structured cabling (Item 8B), many colors and half-packed, half-used on site result for every [illegible].
CAB-004	HDMI and USB cable runs between the wall-mounted table and the board, pre-tested in advance.
CHG-001	Power modules or wall outlets with USB-A and USB-C ports, rated 100–240 V input, 5 V/9 V/12 V/20 V output, rated 18 W or more and one [illegible] USB-C port of at least 30 W, with an overloaded cut-off.
CHG-002	Quantity of [illegible] sockets in table surfaces, equipped with output port [illegible], wired, each with [illegible] IEC A connectors coupled to IEC 60320 C13 equipment.
CHG-003	Line leads of 1 m between adjacent tables and starter leads of 2 m from each first table. Leads shall be long enough to find tables can be repaired. Approximately [illegible] shall be supplied.
CHG-004	Not more than three (3) consecutive starter leads. No lead shall cross an aisle.
CHG-005	Flat-head [illegible] per room in cable ways, along both side walls and in a low profile floor raceway under the centre walking block.
CHG-006	Three (3) dedicated 22 A charging circuits, one per working block, each with 30 mA residual current protection, sized from the UPS provided ICT circuit.
ACU-001	Indoor unit of two (2) air-conditioning units per room. Insulated copper refrigerant piping, condensate drain to an approved discharge point, indoor and outdoor supports and cable routing.
WTR-001	Workmanship and materials shall be warranted for at least three (3) years. Defects shall be corrected at no cost to DMCU.

Reference layout. The table below describes the reference arrangement of a 7 m × 9 m classroom on which the quantities in this Section are based. Bidders may propose an alternative arrangement that meets the same clearances.

Element	Reference arrangement
Orientation	Interactive board on the wall facing the 7 m wall, room depth of 9 m

Element	Reference arrangement
Teaching zone	2.4 m-clear depth at the board, holding the instructor table; network enclosure well-mounted at the front corner
Seating	Seven seats across in blocks of 2, 3 and 2; six rows at 1.05 m pitch; one wheelchair-accessible position in the front row nearest the door
Aisles	Two aisles of 0.9 m running from the back row to the teaching zone and the door
Cameras, access points	Two cameras on the ceiling at zoom to camera; two access points on the ceiling, one toward the front and one toward the back of the seating zone
Air-conditioning	Two wall-mounted indoor units on the window side
UPS	One at the board end-wall at the instructor table
Charging feeds	Floorways on both side walls and a floor raceway under the centre block; no feed crossing on side

E. Integration Requirements

Req. ID	Requirement
INT-001	**Campus Network and Security.** Connect each classroom switch to the uplink provided under Campus Network and Security and configure the classroom VLANs and access susceptibility with MISTO.
INT-002	**Campus Network and Security management platform and NMS.** Configure [illegible] switches and access points with the same SNMS, VLANs and security policy as the campus network, authentication unit through the campus SACUS server, and send SNMPv3 traps and syslog to the campus NMS. Where the supplied equipment is compatible with the campus management platform, onboard it to that platform. Seamless roaming is required between access points in the main building.
INT-003	**Recorders and Command Center VMS.** Under the network video recorder(s) and recording storage-dram AIIs, configure all thirty-six (36) classroom cameras to record for them, and enrol the cameras and recorder(s) in the Command Center. Video management software for two video playback and video wall display. Demonstrating them from the Command Center. If the Command Center is not available when the supplier is ready to test, this demonstration shall be a deferred test under Section XVII.
INT-004	**Directory and endpoint protection.** Join each faculty workstation to the University directory where available and send it to the endpoint protection console.
INT-005	**In-room interoperability.** Commissioner FUN-002 to FUN-003 in every room with the supplied board and workstation.
INT-006	**Board management.** Send at eighteen boards in one management console administered by MISTO.
INT-007	Every interface shall be documented (purpose, protocol, data exchanged, credentials owner and total resulting in the integration design and the as-built documentation.

F. Security and Data Protection Baseline

Req. ID	Requirement
SEC-001	Default accounts and passwords removed or changed on every switch, access point, camera, recorder, kiosk and workstation at commissioning; admin/root access not left shared; individual named accounts for MBTO and Supplier personnel only; shared admin/root accounts, administrator credentials sealed over to MBTO in a sealed envelope or an encrypted file and changed by MBTO after turnover. Supplier accounts disabled at the end of the warranty and support period.
SEC-002	Network segmentation: separate VLANs for camera, management, facility devices, student/faculty Wi-Fi and guests, as agreed with MBTO.
SEC-003	Encrypted management access (SSH/HTTPS/TLS 1.2 or higher); MFA for all remote/privileged administration.
SEC-004	Camera microphones disabled by default. Camera placement, signage and access to footage shall comply with the Data Privacy Act of 2012 (RA 10173), its IRR and the issuances of the National Privacy Commission (NPC). Before the cameras are installed, the MBTO Data Protection Officer shall complete a privacy impact assessment of the surveillance system, which shall set the purposes intended by the relevant policy. For persons authorized to view or export footage and whether and when microphones may be enabled, the Supplier shall configure the system accordingly. Privacy notices shall be posted in each classroom.
SEC-005	Faculty workstations hardened: current patches, disk encryption where supported, endpoint protection active, standard user accounts for teaching use.
SEC-006	Configuration baselines applied to new devices: passwords, services, firmware and logging hardened against MBTO-approved security baselines. Before UAT, every network-connected device runs the current stable firmware or software release recommended by its manufacturer, and the SI delivers a device vulnerability scan report covering all of them, with no unremediated critical or high-severity finding.

VI. DELIVERABLES OF THE SUPPLIER

A. Required Deliverables

The deliverables below are contract deliverables to be submitted by the winning bidder after receipt of the Notice to Proceed, on the milestones indicated. They are not required in the bid. The documents required in the bid are listed in Annex A and Annex F; where the bid contains a preliminary version of a document (for example, the schedule, room layout or training plan), the detailed version is the contract deliverable below.

No.	Deliverable	Due
1	Integrated Project Schedule (Microsoft Project or Excel), Gantt chart, room release schedule, personnel assignments and project risk register	[illegible]
2	Site survey report for all 18 rooms, building-wide compatibility, electrical load schedule and a rack-elevation diagram, cable route survey	[illegible]

No.	Deliverable	Due
3	Detailed engineering design [illegible] architectural, electrical (signal and power), mechanical and low-voltage plans	[illegible]
4	Integration design and network design (LAN and IP plan)	[illegible]
5	Pilot e-classroom acceptance report, with lessons applied to the remaining rooms	[illegible]
6	Delivery and installation issues with equipment inventory and serial-number tracking	[illegible] to [illegible]
7	Permits and clearances issued with the [illegible]	[illegible] to [illegible]
8	Cable certification results (UTP), air-conditioning, electrical safety and wireless coverage test reports, per room	[illegible] to [illegible]
9	Configuration review meetings, minutes and [illegible] acceptance test report	[illegible]
10	Classroom quick guide (one page) in each room; user and administrator manuals; training materials (slides/handouts); and Training Completion Report	[illegible]
11	As-built plans (architectural, electrical, network and low-voltage) reflecting final installation, including IP addressing and VLAN configuration	[illegible]
12	Turnover package: licenses and certificates registered to MMSU, warranty certificates, administrator credentials, configuration backups, support contacts and escalation matrix	[illegible]
13	Final Project Report, documented sign-off by [illegible], issues resolved, outstanding items [illegible]	[illegible]
14	Bi-weekly status reports and minutes of progress meetings	[illegible] to [illegible]

B. Documentation and Turnover

- Final documents shall be submitted in editable native formats and in searchable PDF, with three (3) printed sets of the as-built plans in A1 and three (3) in A3.
- As-built documentation shall reflect the actual installation in each room: equipment locations, network backbone layout, cable identifiers, patching, IP addressing, VLANs and configuration.
- MMSU shall receive complete administrative access and the documentation needed to operate, manage, maintain and audit the e-classrooms without undue dependence on the supplier.

VII. CONTRACT DURATION AND IMPLEMENTATION SCHEDULE

A. Contract Duration

The Supplier shall implement the E-Classroom Project within one hundred eighty (180) calendar days from receipt of the Notice to Proceed (NTP). The implementation covers all eighteen (18) classrooms and includes project mobilization, site assessment and validation, detailed implementation planning, procurement and delivery, classroom conversion and fit-out, equipment installation and configuration, systems integration, testing and commissioning, training, documentation, punchlist correction, and turnover for Project Completion under Section XVIII. Final Acceptance takes place at

the end of the three (3)-year warranty and support period (Section XVIII). Payments for goods and services accepted during implementation are not withheld until Final Acceptance; only the warranty security under Section XV.A is retained until then.

The bidder shall submit, with the bid, a High-level Work Breakdown Structure (WBS) and Gantt chart, and shall submit a detailed version in the Inception Report showing activities, dependencies, resources, responsible personnel, target dates, milestones, the room-by-room sequence, and the testing, training, documentation and acceptance activities. The detailed schedule shall be consistent with Section VI.B and shall not extend beyond the 180-calendar-day implementation period.

B. Implementation Milestone Schedule

No.	Milestone	Completed by
M1	Mobilization, site-wide site survey and validation of all 18 rooms, detailed design and room-by-room phasing approved by WMSU	NTP + 28
M2	Procurement, factory inspection, marking and tagging of equipment. Items whose specification does not depend on the detailed design (panel-off, AV and AV to VR rooms) ship from NTP; items requiring the room-by-room survey (VR) ship within 14 days of the room experience in M3 is not blocked	NTP + 88
M3	Classroom demolition, structural and network wiring, mounting and physical installation in all rooms, including the pilot classroom which, in many respects, is the most complex and holds the longest lead-time equipment. Room-by-room acceptance by the Engineer as the model for the other rooms, not later than NTP + 28	NTP + 150
M4	Equipment configuration, integration with Campus Network and Security and Defense Center, and pre-delivery functional testing	NTP + 175
M5	Integrated testing, commissioning, training and user acceptance	NTP + 180
M6	Punch-list closure, final documentation, handover and Project Completion	NTP + 180

The milestones are cumulative from the date of the Notice to Proceed. The Supplier may perform activities in parallel across classrooms where technically feasible, provided that the required dependencies, quality controls, safety requirements and WMSU-approved classroom access schedules are observed. Any adjustment of the contract period shall be processed in accordance with RA 12009, its Implementing Rules and Regulations, the approved Bidding Documents and the contract.

WMSU shall review and approve, or return with comments, each design submission within five (5) working days of receipt. The following extend the affected milestones by the same number of days, upon the Supplier's written notice to WMSU within seven (7) calendar days of the event: (a) delay in WMSU review beyond this period; (b) late release of a room against the agreed room release schedule; (c) late availability of a WMSU dependency under Section XIV; and (d) processing of a building or electrical permit by the

Office of the Building Official beyond fifteen (15) calendar days from the filing of a complete application.

Rooms shall be released for conversion in batches under a room release schedule agreed with the colleges, so that classes are not displaced without an alternative room. Works that generate noise, dust or power interruptions shall be scheduled in coordination with WMSU, preferably outside class hours or during term breaks.

C. Milestone Activities and Deliverables

M1 – Project Mobilization, Site Assessment and Implementation Planning (NTP + 30)

The Supplier shall:

- Conduct a project kick-off meeting with the WMSU Project Management/Technical Team and designated representatives of the concerned offices.
- Confirm the eighteen (18) classrooms covered by the project and establish the implementation sequence for each classroom.
- Conduct detailed site surveys and physical validation of all eighteen (18) classrooms.
- Validate room dimensions, ceiling and wall conditions, existing electrical capacity, electrical outlets, grounding provisions, data pathways, network availability, mounting fixtures, lighting conditions, cooling requirements, furniture arrangement and accessibility.
- Validate the proposed locations of the interactive board, faculty workstation, dome cameras, access points, PoE switch and its network enclosure, UPS units and other associated equipment.
- Determine the required electrical, network, mounting, cable-management and other classroom conversion works.
- Identify existing University facilities that may be reused and those requiring modification, replacement or supplementation.
- Prepare room-by-room floor plans, equipment layouts, cable-routing plans, electrical/data outlet plans and equipment placement drawings.
- Prepare the detailed Work Breakdown Structure (WBS), implementation methodology, resource deployment plan, risk management plan and classroom-by-classroom implementation sequence.
- Identify activities requiring WMSU approval before execution.
- Submit the Inception Report and Site Assessment Report for review and approval by WMSU.

Milestone M1 deliverables:

- Project Kick-off/Meeting Minutes.
- Inception Report.
- Detailed Implementation Plan.
- Approved Gantt Chart.
- Room-by-Room Site Assessment Report.
- Classroom Layout and Equipment Placement Plans.

- Electrical and Data/Network Layout Plans.
- Implementation Risk Register.
- Mobilization and Resource Deployment Plan.

M2 – Procurement, Delivery and Inspection of Equipment (NTP + 55)

The Supplier shall:

- Procure and deliver all equipment and materials required under the approved technical specifications.
- Coordinate delivery schedules with WMSU to avoid disruption to University operations.
- Deliver the equipment to the designated University receiving/storage area or directly to the identified classrooms, as approved by WMSU.
- Conduct joint inspection and inventory verification with authorized WMSU representatives.
- Verify model numbers, quantities, serial numbers, specifications, accessories, licenses and warranty documentation.
- Inspect equipment for physical damage, manufacturing defects and completeness.
- Verify that delivered equipment conforms to the approved technical specifications and the bidder's submitted technical proposal.
- Tag and document equipment according to WMSU asset management requirements.
- Submit equipment delivery and reception reports.
- Identify and replace any equipment found defective, incomplete, damaged or non-compliant prior to installation.

Milestone M2 deliverables:

- Delivery Receipts/Delivery Reports.
- Equipment Inventory and Serial Number List.
- Inspection and Acceptance/Verification Reports.
- Equipment Warranty Certificates.
- Software/License Documentation, where applicable.
- Equipment Asset Tags.
- Manufacturer Datasheets and Manuals.
- Approved Installation Schedules.

M3 – Classroom Conversion, Installation and Infrastructure Works (NTP + 100)

The Supplier shall implement the conversion work packages CON-01 to CON-05, Section V.D) and installation works for the eighteen (18) classrooms.

Activities shall include:

- Preparation of classroom work areas and protection of existing University property.
- Interior renovation and aesthetic improvement of each classroom under CON-02, including repair and refinishing of the walls, ceiling, floor, door

and windows, application of the approved colour and finish scheme, installation of signage and display provisions, and replacement of lighting.

- Installation or modification of required electrical outlets and dedicated circuits, where specified and approved.
- Installation of required data/network outlets and structured cabling.
- Installation of cable trays, raceways, conduits and cable-management provisions as required.
- Installation of the lockable network enclosures with patch panels.
- Installation of Smart Interactive Boards and their required mounting/support structures.
- Installation of Faculty instructional Workstations.
- Installation of Dome Cameras.
- Installation of the network video recorder(s) and recording storage.
- Installation of WiFi Access Points.
- Installation and connection of Managed PoE Switches.
- Installation of UPS units and connection of protected equipment.
- Installation of cooling equipment.
- Delivery and emplacement of racks and chairs according to the approved classroom layout.
- Completion of required wall, ceiling, mounting and cable-management works.
- Labelling of cables, network ports and equipment.
- Verification of electrical safety, equipment mounting integrity and cable-management quality.
- Removal of installation debris and restoration of classroom work areas.

The Supplier shall coordinate classroom access with WMSU and shall implement the work in batches where practicable so that disruption to academic activities is minimized.

Milestone M3 deliverables:

- Completed physical/civil/electrical works.
- Installed equipment in all eighteen (18) classrooms.
- Structured cabling and electrical works.
- Network enclosure installations.
- Cable and port labeling.
- Room-by-room installation checklist.
- Updated as-built layouts.
- Installation Progress Report.

M4 – Equipment Configuration, Integration and Initial Functional Testing (NTP + 125)

After physical installation, the Supplier shall configure and integrate the equipment within each classroom.

Activities shall include:

- Configuration of Smart Interactive Boards.
- Configuration of Faculty instructional Workstations.

- Configuration of Dome Cameras and verification of connectivity with the authorized WMSu CCTV sub-terminal, where applicable.
- Configuration of Wi-Fi Access Points and verification of wireless coverage.
- Configuration of Managed PoE Switches and verification of connected devices.
- Configuration and verification of UPS operation and protected power connections.
- Organization of the network enclosure components and cabling.
- Verification of network connectivity and IP addressing.
- Verification of interoperability between the Interactive Board and the Faculty Workstation.
- Verification of basic multimedia functions, including presentation, video, audio, document visualization and interactive-board functions.
- Conduct of preliminary functional testing for each classroom.
- Record and correct deficiencies identified during initial testing.

Milestone M4 deliverables:

- Configuration Reports.
- Network Configuration/Port Assignment Records.
- Equipment Interconnection Diagrams.
- Preliminary Functional Test Records.
- Room-by-Room Configuration Checklists.
- Initial Deficiency/Punch List.
- Corrective Action Report.

M5 – Integrated Testing, Training and User Acceptance (NTP + 190)

The Supplier shall conduct formal testing, commissioning and user-oriented activities for all eighteen (18) classrooms.

Testing shall include, as applicable:

- Smart Interactive Board functionality and touch/interactive features.
- Faculty Workstation operation and connectivity.
- Wi-Fi coverage and performance.
- PoE Switch operation and connectivity.
- Dome Camera operation and coverage.
- UPS operation and protected power functionality.
- Network enclosure and cable management inspection.
- Cooling equipment operation.
- Electrical safety and operational checks.
- Integrated classroom demonstration.
- Multimedia presentation and instructional workflow testing.
- Simulated classroom teaching activities.
- Verification that the classroom can support interactive, multimedia and collaborative teaching activities.
- Verification of compliance with the approved technical specifications.
- Rectification of all identified deficiencies.

The Supplier shall also conduct the initial training and knowledge-transfer activities for the designated WMSU faculty, staff and technical personnel, in the numbers stated in Section XII. Training shall include equipment operation, classroom instructional workflows, basic troubleshooting, preventive care and appropriate use of the installed technologies.

The training shall specifically support effective utilization of the Interactive Board and other instructional technologies consistent with the E-Classroom objectives.

Milestone M5 deliverables:

- Integrated Testing and Commissioning Reports
- Classroom Acceptance Test Results
- User Acceptance Test Records
- Training Materials
- Attendance/Training Completion Records
- Equipment Operation Manuals
- Basic Troubleshooting Guides
- Updated Punch List
- Corrective Action/Rectification Report

M6 – Final Rectification, Documentation, Turnover and Project Completion (NTP + 180)

The Supplier shall complete all remaining activities necessary to achieve full operational readiness and Project Completion.

Activities shall include:

- Complete all outstanding punch-list items
- Conduct final verification of each classroom
- Retest equipment affected by corrective works
- Confirm that all eighteen (18) classrooms are fully operational
- Verify that all equipment is installed according to the approved room layouts
- Verify completeness of equipment, accessories, licenses and documentation
- Submit final as-built drawings and classroom layouts
- Submit final equipment inventory, serial number and asset-tag records
- Submit final network and equipment configuration documentation
- Submit warranty certificates and support/contact information
- Submit manufacturer's manuals, datasheets and relevant technical documentation
- Submit training documentation and knowledge-transfer records
- Submit preventive maintenance recommendations
- Submit final project implementation report
- Conduct final joint inspection with the WMSU Project Management/Technical Team
- Demonstrate the complete operation of each of the eighteen (18) e-Classrooms

- Obtain WMSU's Certificate of Project Completion (Section XVIII).

Milestone VIII deliverables:

- Final Punch-List Closure Report.
- Final Testing and Commissioning Report.
- Final Equipment Inventory.
- As-Built Drawings and Classroom Layouts.
- Network and Equipment Configuration Documentation.
- Warranty and Support Documentation.
- Operation and Maintenance Manuals.
- Training and Knowledge-Transfer Documentation.
- Final Project Report.
- Certificate/Certification of Completion.
- Project Completion Documentation.

VIII. MINIMUM KEY PERSONNEL REQUIREMENTS

The bidder shall assign nominal key personnel to the positions below. Positions KP-01 to KP-07 serve for the duration of the implementation period; position KP-08 is stationed at WMSU for the three (3)-year warranty and support period that follows Project Completion. The positions are chosen for what an digital-classroom e-classroom conversion needs: audio-visual integration, network networking, electrical and fit-out works across several buildings, faculty training, and on-site technical support after turnover. Positions marked Core are essential to technical execution; positions marked Non-Core are required but carry less weight in the rating under Criterion 6 (Annex F). The minimum qualifications are mandatory for the position to be counted. The preferred qualifications are rated under Criterion 6 using the list in Annex F, which governs where it differs from the table below.

Tab No.	Position	Class	Minimum qualifications	Preferred qualifications
KP-01	Project Manager	Core	[illegible]	PMP, [illegible] or equivalent certification; at least eight (8) years of experience, experience managing multi-room projects in a school or university
KP-02	Audio-Visual and E-Classroom Integrator Engineer	Core	[illegible]	Audio-visual certification (CTS or equivalent); at least five (5) years in e-classroom or training-room projects

Task No.	Position	Class	Minimum qualifications	Preferred qualifications
KP-03	Network Engineer	Core	[illegible]	[illegible]
KP-04	Electrical Engineer	Core	[illegible]	[illegible]
KP-05	Civil Engineer or Architect	[illegible]	[illegible]	[illegible]
KP-06	Training and Instructional Technology Specialist	[illegible]	[illegible]	[illegible]
KP-07	Safety Officer	[illegible]	[illegible]	[illegible]
KP-08	On-Site Technical Support Staff	[illegible]	[illegible]	[illegible]

Responsibilities. The key personnel shall be available for the implementation, testing, commissioning, turnover and support activities relevant to their functions:

- The Project Manager shall coordinate all work packages, the schedule, risks, reporting and coordination with PMO/J.
- The Audio-Visual and E-Classroom Integration Engineer shall lead the integration of the interactive board and the faculty workstation.

- The Network Engineer shall lead the access point, PoE switch, network enclosure, addressing, segmentation and network integration work.
- The Electrical Engineer shall design and oversee the electrical, charging and UPS works and shall sign and seal the electrical plans.
- The Civil Engineer or Architect shall oversee the renovation works (Section V.D), including interior finishes, mounting, T-bus, cooling installation and cable management.
- The Training and Instructional Technology Specialist shall lead the faculty orientation, instructional-use demonstrations and user documentation.
- The Safety Officer shall enforce safety on site during civil and electrical works.
- The On-Site Technical Support Staff shall be hired and paid by the bidder and stationed at WMSU, in the office provided by WMSU, throughout the three (3)-year warranty and support period. The staff shall provide first-line technical support and troubleshooting concerns on all the equipment installed in each of the eighteen (18) e-classrooms, log and escalate incidents within the service levels of Section XV.B, assist faculty in the use of the classroom technologies, and assist in the preventive maintenance visits under Section XV.C.

A. Key Personnel Assignment Form and General Requirements

- **Key Personnel Assignment Form.** The bidder shall submit Annex D, completed and signed, naming one (1) person for each position KP-01 to KP-08, and stating the page numbers in the bid where that person's supporting documents are found.
- **Only named persons are evaluated.** The TWG shall evaluate only the persons named in Annex D. CVs or certificates elsewhere in the bid that are not tied to a position in Annex D shall be disregarded.
- **One person, one position.** Each position shall be filled by a different individual. Where the same name appears in more than one position, that person shall count only for the first position listed and the other positions shall be treated as not proposed.
- **Supporting documents per person.** Filed behind a tab marked with the position's tab number: signed CV; diploma or transcript of records; PRC ID or certificate of registration (KP-04, KP-05); certifications (KP-01, KP-02, KP-03, KP-06); DICUE accreditation; and BOSH certificate (KP-07); certificates of employment showing at least three (3) years of technical support experience (KP-08); certificate of employment or contract with the bidder; signed commitment letter covering the implementation period or, for KP-08, the warranty and support period.
- **Personnel deployment matrix.** One matrix per bid showing the on-site presence of each key person across the 180 calendar days, and the stationing of KP-08 at WMSU from Project Completion to the end of the three (3)-year warranty and support period.
- **Consistency.** Names in Annex D shall match the CVs, commitment letters and deployment matrix. A mismatch may be clarified from documents already in the bid. If it cannot be resolved, the position shall be treated as not proposed.
- **Supporting crew (not scored).** At least two (2) installation teams able to work in different rooms at the same time, together including at least two (2) holders of a TESDA NC II in Electrical Installation and Maintenance.

one (1) holder of a TESDA NC II in RAC Servicing for the air-conditioning; one (1) holder of a TESDA NC II in Computer Systems Servicing; one (1) technician trained in copper cable certification testing; and one (1) CCTV technician.

- **Substitution after award.** A named key person may be replaced only by reason of death, serious illness, resignation or another cause beyond the control of the Supplier, with the prior written approval of WMSU and by a person of equal or better qualifications. For every replacement made for any other reason, the Supplier shall pay WMSU, as liquidated damages agreed as a reasonable pre-estimate of WMSU's cost of re-evaluating, re-orienting and supervising the replacement, ₱100,000.00 for a Core position and ₱50,000.00 for a Non-core position, which WMSU may deduct from any amount due to the Supplier, without prejudice to the other remedies under the contract.

IX. APPROVED BUDGET FOR THE CONTRACT (ABC)

The ABC for this sub-project is ₱77,573,335.46, inclusive of all applicable taxes, duties and fees, and of all costs of design, supply, delivery, hauling, installation, configuration, integration, testing, training, documentation, warranty and support required for eighteen complete and operational e-classrooms.

- Bids exceeding the ABC shall be rejected.
- Bidders shall state the unit price and total price of every line item below in the Financial Proposal. A single lump-sum price without the itemized breakdown shall not be accepted.
- All recurring costs falling within the three (3)-year warranty and support period under Section XV shall be included in the bid price, including licenses, subscriptions, software maintenance and support entitlements, and the salary and other costs of the on-site technical support staff (KP-08).
- All incidental components, accessories, cables, connectors, mounts, brackets, licenses, software, power adaptors, installation materials, testing instruments and other items reasonably necessary for complete and operational implementation shall be included in the bid, whether or not separately itemized.
- The ABC is the ceiling for the total bid price of the lot. The line items below are the items to be priced in the Itemized Financial Proposal; no separate ceiling applies to an individual line item.

The bid price shall cover the following line items:

Item	Description	Qty
Component A – ICT Equipment and Furniture		
A1	Smart interactive board, 75-inch	18 units
A2	Tables with chairs (42 stacked sets and 1 instructor set per room)	738 sets
A3	Air-conditioning units, 2.5 HP, ecologic inverter, R32	36 units
A4	Dome CCTV cameras, 4 MP	36 units
A5	Indoor Wi-Fi 6 access points	36 units
A6	Managed 12-port PoS access switches, with one 10G transceiver each	18 units
A7	UPS, 1,000 VA line-interactive pure sine wave	36 units

Item	Description	Qty
A8	Faculty instructional ventilation, with 8-hour operating system, office productivity suite and endpoint protection (3 years)	10 units
A9	Network Video recorder(s) with recording storage for the 35 classroom cameras, expandable to at least 64 channels	1 lot
Component B – Classroom Conversion and Fit-out (18 rooms of 80 sqm)		
B1	Civil and architecture works	18 rooms
B2	Lighting and electrical works	18 rooms
B3	In-room structured cabling	18 rooms
B4	Charging provision of tablet power modules, quick-release heads, hardways and knobs	18 rooms
B5	Installation of air-conditioning units	30 units
Component C – Implementation Services, Warranty and Support		
C1	Project management and detailed engineering design	1 lot
C2	Installation, configuration, integration, testing and commissioning	1 lot
C3	Training and knowledge transfer	1 lot
C4	As-built plans and turnover documents	1 lot
C5	Delivery, freight and insurance to the project sites in Zamboanga City, and insurance of the goods and works until Project Completion (Section 8.1.1-iv)	1 lot
C6	Three (3)-year warranty and technical support services, including the on-site technical support staff (KP-05) stationed at WMSU	1 lot
TOTAL – APPROVED BUDGET FOR THE CONTRACT (Lot 1): PTT[illegible]		

Detailed minimum specifications for each line item are in Section V. The item numbers above are used throughout this TOR, the Statement of Compliance (Annex C) and the Financial Proposal.

X. SUBMISSION OF BIDS

Bid Format: Table of Contents, Tabbing and Page Numbering

To allow orderly and transparent evaluation, the technical component of the bid shall be organized as follows:

- A table of contents at the front listing every document with its tab and page numbers.
- Tabs for every document, labeled with the item numbers of Annex A (A-01 to A-18), followed by tabs for the scored evidence under Criteria 1 to 8, tabs KP-01 to KP-05 for key personnel (Annex D) and tabs PJ-01 onward for completed projects (Annex E).
- Consecutive page numbers on every page of the technical component, including brochures and certificates. All page references in Annexes C, D and E shall use these page numbers.
- Manufacturer brochures and datasheets shall be highlighted or marked at the specification that proves compliance.
- A list of exclusions, assumptions and dependencies, if any. No undisclosed deviation from this TOR shall be recognized.

- The Financial Proposal shall follow the line items and item numbers of Section IX so that unit prices can be compared item by item.

Tabbing and the table of contents are for orderly evaluation and are not by themselves a ground for rejecting a bid. However, the TWG evaluates the documents where the table of contents and page references point; a document that is in the bid but not referenced may be overlooked, and the bidder bears that risk. Where bids are submitted electronically, the tabs shall be provided as bookmarks in a single searchable PDF file, or as separate files named with the tab titleds; page numbers shall be those of the PDF file; and the compliance marks on brochures and datasheets may be electronic highlights or annotations.

XI. BID EVALUATION AND CRITERIA (MEARB)

The procurement shall use the Most Economically Advantageous Responsive Bid (MEARB) criterion under RA 12009 and its Implementing Rules and Regulations. The Technical Working Group (TWG) shall evaluate the Technical component using the criteria, evidence and rating rules below and shall submit its findings and scores to the BAC. The BAC shall evaluate the Financial component.

A. Technical-Financial Weighting

Component	Weight	Evaluator	Basis
Technical	80%	Technical Working Group	Technical Score out of 100 (Sections XI.B and XI.C, Annex F)
Financial	20%	Bids and Awards Committee	Financial Score out of 100 (Section XI.D)
TOTAL	**100%**	**BAC with TWG Technical Score**	**MEARB Score (Section XI.E)**

B. Technical Criteria, Weights and Definitions

The Technical Score is based on the eight (8) criteria below, using the rating scale, rules and scoring matrix in Annex F. The weight of each criterion is its percentage share of the Technical Score and is equal to its maximum points; the weights total 100%. Each criterion is defined with respect to the e-classroom, that is, to what the bidder offers and how it will deliver eighteen (18) complete and operational e-classrooms under the TOR. The definitions below describe the scope of each criterion; the rating criteria, counts and points in Annex F govern the rating.

No.	Criterion	Weight	Definition/Description
1	Technical Quality of Equipment	[illegible]	The quality of the new equipment items offered for the e-classrooms: the interactive board as the central instructional technology, the faculty workstation, [illegible] with drains, air-conditioning units, UPS units, [illegible] access points, PoE switch, dome cameras, and the network video recorder(s) and recording storage. Each item is rated on its own. It measures how far the item exceeds the minimum specifications in Section [illegible], using the measurable parameters listed for each item in Annex E-2, each provable from the manufacturer's datasheet. Warranty and local service are not valid here. They are rated under Criterion 7.
2	Software	[illegible]	The completeness, licensing and update coverage of the software that makes the e-classroom usable for teaching and manageable by MSTC (the interactive board software and management console, the workstation operating system, office productivity suite and [illegible] and the management [illegible] of the [illegible] and switches), and the documented software features beyond the mandatory minimum that support teaching and the [illegible]
3	Connectivity and Integration	[illegible]	The design by which each e-classroom is connected and [illegible] as one system and as part of the campus [illegible] and [illegible] network for forty-one [illegible] PoE and UPS loads, room power and [illegible] of the [illegible] and the [illegible] with Campus Network and Security and the Command Center, including [illegible] of the classroom cameras on the supplied [illegible]
4	Security and Data Protection	[illegible]	The [illegible], beyond the mandatory baseline [illegible] to SEC-[illegible], that protect the e-classroom network, [illegible], equipment and personal data [illegible], [illegible] of the equipment, and [illegible] for the classroom cameras under the Data Privacy Act of 2012.
5	Methodology	[illegible]	The [illegible] and specificity of the bidder's plan to [illegible] (16) [illegible] buildings within 160 calendar days: the plan e-classroom, the renovation and interior design concept for the rooms, the room-by-room [illegible] (CON-01 to CON-[illegible]), the [illegible] to the [illegible], teaching and storage, [illegible] and risk management, [illegible] and testing, and the training [illegible] (Section [illegible]). The minimum training numbers and frequencies are a pass/fail undertaking and are not rated.

No.	Criterion	Weight	Definition/Description
6	Key Personnel	[illegible]	[illegible]
7	After-Sales Support	[illegible]	[illegible]
8	Similar Completed Projects	[illegible]	[illegible]
	TOTAL	100%	

C. Rating Method and Rules

- **Responsiveness first.** Only bids that pass every item of Annex A (Mandatory Technical Requirements Checklist) are rated. A bid that fails any Annex A item is deemed not responsive and is not scored.
- **Rating scale.** Each of Criteria 2 to 8, and each equipment item under Criterion 1, is rated under the scale, rules and rubrics in Annex F, which govern the rating.

Score	Rating	What the rating means
4	Excellent	Exceeds requirements; comprehensive, fully detailed, best-in-class evidence.
3	Very Satisfactory	Fully meets all requirements; complete evidence and minor gaps.
2	Satisfactory	Meets the minimum requirements; basic, limited details or partially verifiable.
1	Poor	Fails to meet the minimum requirements; generic, incomplete or materially deficient.

- **Points.** Points for each criterion are those stated in its rating table in Annex F (Sections F.2 and F.5), computed to two decimal places without rounding.
- **Technical Score** = sum of the points for the eight (8) criteria (maximum 100).
- **Minimum passing Technical Score.** A bid with a Technical Score below 70 shall be rated as failing and shall not proceed to the financial evaluation.
- **Evidence only.** Only documents submitted with the bid, and clarifications permitted by the Bidding Documents, shall be considered. Each rating element is recorded as Met or Not Met on the evidence named for it in Annex F, without partial credit (Rules F.3.2 to F.3.4).
- **Clarification, not supplementation.** The TWG, through the BAC, may ask a bidder to clarify a document already in its bid. Clarification shall not be used to submit a missing document or to change the substance of the bid, and shall be requested and documented in the same way for all bidders in the same situation.
- **Collegial evaluation.** The TWG evaluates as a collegial body. There is no separate rating by individual members. The members examine each bid together in session and adopt, as one body, the Annex A results, the item ratings under Annex F, Criterion 1, and the rating of each criterion. A session requires a quorum of a majority of all TWG members, including the Chairperson or the member designated to preside. A member who has withdrawn from a bid does not take part in its rating.
- **Adoption of ratings.** Each Met or Not Met decision under Annex F is adopted by consensus after the members have examined the cited pages of the bid together. Where consensus is not reached, the decision supported by a majority of the members present is adopted. In a tie, the vote of the Chairperson decides. For an Annex A item, the result is decided by a majority of the members present; in a tie, the vote of the Chairperson decides.
- **Record of the collegial rating.** For each bidder, the rating adopted, the evidence and page references, the reason for any rating below Excellent, how the rating was reached where it was not by consensus (majority or Chairperson's vote) and any dissent are recorded on Worksheet B-1 (and, for Criterion 1, Worksheet B-2) and in the TWG report, signed by all members present. Points and the Technical Score are computed only from the ratings adopted.
- **Similar completed project and SLCC.** A similar completed project is a completed contract for the establishment or conversion of smart classrooms or e-classrooms, or of consolidated technology-enabled rooms (computer or multimedia laboratories, training rooms, lecture or conference rooms). The conditions for counting a project under Criterion 8 are those in Annex F, Criterion 5, and each project shall be listed in Annex E. For eligibility:
  - under Section 52.4.1.3 of the IRR of RA 12009, the bidder shall have completed, within five (5) years before the deadline for submission of bids, a Single Largest Completed Contract (SLCC) for the supply and installation of audio-visual or ICT equipment, with or without room works, whose value adjusted to current prices using the PSA consumer price indices is at least fifty percent (50%) of the ABC; or

- In place of the SLCC, at least one (1) each contract of at least twenty-five percent (25%) of the ABC together with other completed contracts, whether similar or not, with an aggregate value of at least twenty-five percent (25%) of the ABC.
- The SLCC is counted as one (1) of the similar completed projects under Criterion 3 only where it satisfies the conditions in Annex F, Criterion 3.

- **Binding commitments.** Every brand, model, value, period, quantity, person and undertaking stated in the technical component, including those offered above the minimum requirements and noted under Annex F, forms part of the contract and shall be delivered as offered. A statement in the bid found to be false or unsupported during post-qualification shall be a ground for disqualification of the bid and for the other remedies under RA 12009 and its Implementing Rules and Regulations.
- **Price verification.** Where the calculated bid price is below sixty percent (60%) of the ABC, the BAC may require the bidder, during post-qualification, to submit a detailed cost breakdown by line item of Section IX, as part of verifying that the equipment, works and services can be delivered as offered. A bid shall not be rejected solely because its price is low.

D. Financial Score

Unless the Bidding Documents prescribe otherwise, the BAC shall compute the Financial Score of each bid that passed the minimum Technical Score as follows:

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

E. MEARB Score and Ranking

MEARB Score = (Technical Score × 0.60) + (Financial Score × 0.40)

Bids are ranked from the highest to the lowest MEARB Score. Where two or more bids have the same MEARB Score, the bid with the higher Technical Score ranks first; where they are still tied, the bid with the higher points under Criterion 1 ranks first. The highest-ranked bid shall undergo post-qualification in accordance with the Bidding Documents. The TWG shall assist the BAC, including through a working demonstration of the offered board and workstation operating together.

XII. TESTING, COMMISSIONING AND ACCEPTANCE

A. Tests Required

The Supplier shall submit test plans and procedures for WMSU review before each test, and WMSU representatives shall witness the tests. The tests shall be performed in every classroom and shall cover at least:

- Equipment functionality tests of every item in Section V.C, including at least the tests below.
- Interactive board: display resolution, touch accuracy, multi-touch, audio, HDMI, USB and RJ45 ports, wireless, annotation and screen sharing.
- Faculty workstation: operating system, storage, memory, 4K display output, webcam, network and software.
- PoE switch: port operation, PoE delivery, VLANs, management, uplinks, quality of service and security controls.
- Network enclosure and cabling: labeling, grounding, patching, enclosure layout, cable management and physical safety.
- Furniture: quantity, dimensions, condition, stability, arrangement and accessibility.
- Copper cabling certification of 100% of links, with results submitted.
- Electrical tests: insulation resistance, grounding, residual-current device trip, and load balance of the classroom panelboard.
- UPS test for each of the two units: transfer to battery under the connected load, runtime, and alarm.
- Air-conditioning test: temperature pull down with the room occupied or at equivalent load, and noise level.
- In-room interoperability (FUN-002 to FUN-006): the workstation on the board at 4K with touch return, the board's own applications, wireless screen sharing from four devices, programme audio through the board speakers, and a recorded video conferencing session.
- Wireless test: signal and throughput at every seat, and forty-one concurrent client connections.
- Table charging test: every power module live, link leads unplugged and re-linked in a group work arrangement, and residual current trip on each charging circuit.
- Camera and recorder test: continuous recording and playback of all thirty-six (36) cameras on the supplied recorder(s), a storage health and retention report, and live view and playback of both cameras of each room from the Command Center, carried out as a deferred test under Section XVIII if the Command Center is not available.
- Security configuration validation (SEC-001 to SEC-006).
- User acceptance testing (UAT) with the End-User and MISTO using documented test cases and formal signoff.

B. Defects and Re-Testing

- Failed tests shall be documented, corrected and re-tested. Critical defects shall be corrected within forty-eight (48) hours and High defects within five (5) business days.
- Repeated failure of the same test shall require a corrective action report and replacement of the defective component.
- Where a delivered item must be replaced before Project Completion, the Supplier shall replace it within fourteen (14) calendar days of the declaration of failure.

C. UAT Exit Criteria

- Every test case for every requirement ID in Section V and every acceptance value in Section XII.A has passed in every room, except tests deferred under Section XVII.
- No Critical or High defect remains open.
- The End-User and MSTO have signed the UAT report.

XIII. TRAINING AND KNOWLEDGE TRANSFER

Audience	Coverage	Number to be trained, duration and frequency
Faculty assigned to the classrooms	[illegible]	[illegible]
Technical personnel (MSTO system administrators)	[illegible]	[illegible]
Staff (classroom custodians and building staff)	[illegible]	[illegible]

- In total, at least one hundred forty-four (144) persons shall be trained, one hundred (100) faculty, ten (10) staff and four (4) technical personnel, together with any other personnel that MSTO may identify. Each audience is trained four (4) times over the contract: one (1) initial training before Project Completion and three (3) yearly refresher trainings during the support period.
- The training plan forms part of the bidder's methodology and is rated under Criterion 5 (Annex F). It shall state, for each audience, the number of participants, the number and size of the groups, the days per session, the frequency and proposed dates of the initial and refresher trainings, the trainers and the training materials.
- Training shall be hands-on, conducted in the completed e-classrooms, with manuals, slides, recorded sessions and attendance records, and a Training Completion Report.
- A printed quick guide shall be posted in every classroom.
- Certificates of completion shall be issued to participants.

- Faculty training shall demonstrate instructional use cases of the interactive board, in support of the ISSP target of 100% utilization monitored by the Deans' Offices and Department Heads.
- Administrator manuals and configuration documentation shall be provided to MISTO.
- The initial training shall be completed before Project Completion unless otherwise approved in the implementation plan. The refresher trainings shall be conducted once in each year of the support period, on dates agreed with WMSU, at no additional cost.
- The numbers of participants, durations and frequencies in the table above are mandatory minimums (Annex A, Item A-10).

XIV. OBLIGATION OF WESTERN MINDANAO STATE UNIVERSITY (WMSU): RESPONSIBILITIES AND DEPENDENCIES

- Confirm the eighteen classrooms listed in Section II.A and release them for conversion according to the agreed room release schedule.
- Provide access to the rooms, building electrical panels and cable routes during agreed hours.
- Make available, not later than the start of Milestone 4, the uplink port for each classroom switch, administrative access and licence capacity on the campus management platform and RADIUS server, administrative access to the Command Center video management software and thirty-six (36) camera channel licences on it, which shall be provided under the Command Center sub-project, and rack space, UPS backed power and a network port for the network video recorder(s). Any delay in these items shall entitle the Supplier to a corresponding extension of time.
- Designate faculty, administrators and custodians for training and UAT.
- Provide the office at WMSU where the on-site technical support staff (KP 08) will be stationed during the warranty and support period.

XV. WARRANTY AND SUPPORT

A. Warranty and Coverage

- Warranty Period: The Supplier shall provide warranty and technical support for three (3) years from the date of Project Completion (Section XVIII), covering all equipment, software, installation and works under Components A and B. Where Section V.C states a longer period for an item (UPS batteries, air-conditioning compressors), that period applies to that item. Supplies and consumable materials shall be warranted for not less than six (6) months. These periods prevail over any shorter warranty stated elsewhere in the Bidding Documents.
- Coverage: Throughout the warranty period, the Supplier shall correct, at no cost to WMSU, any defect in materials, workmanship or installation and any non-compliance with this TOR, including parts, labor, transport, troubleshooting, security patches, and software and firmware updates within the licensed entitlement. Replacement parts shall be genuine and new, or a manufacturer-authorized equivalent, and shall be installed by qualified personnel.

- Single Point of Responsibility: The Supplier is responsible for warranty and support whatever the terms of the manufacturer's warranty, and shall itself pursue any claim against the manufacturer. A unit that fails three (3) times from the same fault within any twelve (12)-month period shall be replaced with a new unit of the same or better specification.
- Exclusions: This warranty does not cover damage caused by misuse, vandalism, force majeure or unauthorized modification by WMSU, as established in a joint incident report signed by MSTO and the Supplier.
- Warranty Security and Release of Retention Money: In accordance with Section 39 (Warranty) of Republic Act No. 12009, otherwise known as the New Government Procurement Act, and its Implementing Rules and Regulations, the warranty obligation of the Supplier shall be covered by either retention money equivalent to five percent (5%) or a special bank guarantee equivalent to five percent (5%) of the total contract price, at the option of the Supplier. The said amounts shall only be released after the lapse of the warranty period of three (3) years from the date of Project Completion, provided that:

  a) the Goods supplied are free from defects;

  b) all the trainings and knowledge transfer stipulated under Section XIII (Training and Knowledge Transfer), and the warranty and technical support services stipulated under Section XV (Warranty and Support), have been fully conducted and completed, as certified by the University's Management Information Systems and Technology Office (MSTO); and

  c) all the conditions imposed under the contract have been fully met. Any amount recoverable to correct defects, or to cover services under Section XIII or Section XV that were not delivered, may be deducted from the retention money or charged against the special bank guarantee before its release.

B. Service Levels (Minimum)

Support shall be provided through help desk and ticketing system, by remote and on-site support. All tickets are from the moment an incident is logged in the ticketing system. Business days are Monday to Friday, excluding Philippine public holidays; class days are days on which classes are scheduled under the WMSU academic calendar. The following are minimum service levels; better commitments are rated under Criterion 7.

Severity	Definition	Response	Restoration / workaround	Permanent fix
1 – Critical	[illegible]	[illegible]	[illegible]	14 calendar days
2 – High	[illegible]	[illegible]	[illegible]	21 calendar days
3 – Medium	[illegible]	[illegible]	[illegible]	30 calendar days
4 – Low	[illegible]	[illegible]	[illegible]	Next scheduled visit

C. Support Obligations

- Help Desk and Reporting. Designate a support manager, provide a help-desk number, e-mail and an escalation matrix up to the manufacturer, log every incident in the tracking system, and submit a quarterly service report showing each incident against the service levels in Section XV.B. Each quarterly report shall be verified by MISTO.
- On-Site Support Staff. Station the on-site technical support staff (KP-06, Section VIII), hired and paid by the Supplier, at WMSU throughout the three (3) year period at no additional cost to WMSU, from [7:00 a.m. to 7:00 p.m.] on class days, to provide first-line support for all equipment in the eighteen (18) e-classrooms. The Supplier shall provide a qualified reliever for any absence longer than one (1) class day.
- Preventive Maintenance. Conduct preventive maintenance at least once every semester (six (6) visits over three (3) years), covering cleaning and calibration of the interactive boards, UPS battery tests, air-conditioning cleaning, firmware and software updates, and checks of the table power modules and loads, with a written report for each visit.
- Spare Units. Keep loan or spare units, as listed in the technical proposal, so that a failed interactive board, UPS or access point can be replaced within the restoration times in Section XV.B.
- License Monitoring. Monitor licenses, subscription and warranty coverage and notify MISTO at least sixty (60) days before any expiry.

- Refresher Training: Conduct the refresher training for faculty, staff and technical personnel recalled by Section XII once in each year of the support period.

- Service Level Remedies: For each incident not restored within the time in Section XV.B, WMSU may charge [___] pesos (₱[___]) for every day of delay, up to [___] pesos (₱[___]) per incident, against the retention money or special bank guarantee under Section XV.A, or against any amount still due to the Supplier. Three (3) or more Severity 1 restoration breaches in any quarter shall be a ground for termination for default under RA 12009, its IRR and the contract.

- End-of-Support Turnover: At least thirty (30) days before the end of the support period, conduct a joint inspection with MSTO, correct all open defects, and turn over updated configuration backups, credentials, asset and license registers, and the full incident history.

D. Licenses and Subscriptions

- All licenses and subscriptions shall be registered in WMSU's name and shall remain valid for not less than three (3) years from Project Completion, with no recurring cost to WMSU during that period. Any license activated before Project Completion shall be extended by the Supplier, at no cost, to meet this term. The interactive board teaching software shall be perpetual. With the Project Completion documents, the Supplier shall submit a license register listing, for each license and subscription, the product, quantity, license key or contract number, registered owner, activation date and expiry date; no expiry date shall fall before the end of the warranty and support period. MSTO shall verify the register before the Certificate of Project Completion is issued.
- The bidder shall disclose in the technical proposal the annual renewal cost of each license and subscription for the two (2) years following the support period. This disclosure is not scored, is used by WMSU only to plan the budget for the years after the support period, and does not oblige WMSU to renew with the Supplier.

XVI. LIQUIDATED DAMAGES

Liquidated damages, where applicable, shall be imposed in accordance with RA 12009, its Implementing Rules and Regulations, the approved Bidding Documents and the executed contract. The contract provisions shall govern the computation, notices, exemptions and remedies for delay.

The Supplier shall take all reasonable measures to prevent delay and shall promptly notify WMSU of material slips to delivery, installation, testing or commissioning, with corrective actions and recovery measures.

XVII. OTHER TERMS AND CONDITIONS

A. Project Governance, Coordination and Change Control

- WMSU shall designate a Project Management/Technical Team, led by MISTO with representatives of the colleges, to coordinate site access, review submissions, witness tests, validate deliverables and recommend acceptance.
- Changes to scope, schedule or cost shall be made only through a written change request approved by WMSU in accordance with procurement rules and the contract. No work on a change shall begin before written approval.
- Everything offered in the technical component of the bid, including what is offered above the minimum requirements of this TOR, forms part of the contract and shall be delivered as offered (Section XI.C).
- The Supplier shall promptly notify WMSU when a dependency on WMSU or on another sub-project is not met and shall propose recovery actions.
- Any conflict or ambiguity in this TOR shall be raised during the clarification period. The approved Bidding Documents and the contract shall govern.

B. Site Safety and Conduct of Works

- The Supplier shall comply with occupational safety and health standards, keep a Safety Officer on site during civil and electrical works, and provide personal protective equipment to its personnel.
- Works shall be scheduled to avoid disruption to classes and offices. Noisy works and power shutdowns shall be coordinated in advance with WMSU.
- Supplier personnel shall wear identification, follow campus rules and are subject to the University security procedures.

- Risk and Insurance. The Supplier bears the risk of loss of, or damage to, the goods and works until Project Completion, including goods delivered and stored at WMSU. From delivery until Project Completion, the Supplier shall insure the delivered goods and the works at their replacement value, and maintain third-party liability insurance of not less than (₱____), and shall submit copies of the policies to WMSU before mobilization. WMSU shall provide a lockable storage area on campus; its security remains the Supplier's responsibility.

C. Ownership, Licensing and Data

- All delivered equipment, furniture, licenses, configurations and documentation shall be owned by WMSU upon Project Completion and payment.
- At completion or termination, the Supplier shall turn over all credentials, configuration backups and documentation needed for continued operation.

D. Confidentiality and Personal Data

- The Supplier and its personnel shall keep WMSU information confidential, sign non-disclosure undertakings and use WMSU data only for this contract.

- The Supplier shall comply with RA 10173. Camera footage and recordings of classes shall be accessed by Supplier personnel only as needed for implementation and support, and every access shall be logged. The Supplier acts as a personal information processor of WMSU and shall sign a data processing agreement with WMSU consistent with RA 10173 and NPC issuances, before any of its personnel access personal data. The Supplier shall notify the WMSU Data Protection Officer in writing within twenty-four (24) hours of becoming aware of any actual or suspected personal data breach involving the system, and shall cooperate with WMSU in the notification of the NPC and affected persons within the periods required by NPC rules.

E. Audit and COA Compliance

- This procurement, its ABC and the resulting contract are subject to audit by the Commission on Audit (COA). The Supplier shall keep and make available all records needed for audit.
- Every delivery shall be supported by a delivery receipt and the Supplier's sales invoice showing brand, model, serial number, quantity, unit price and total price per line item, consistent with the contract.
- Payment shall be made only for goods and services delivered, inspected and accepted, in accordance with the Bidding Documents and the contract, and supported by the IAR, warranty certificates, license certificates and other documents required by COA rules. No advance payment shall be made except as allowed by law.
- Warranty security and the release of retention money shall be as provided in Section XV.A, RA 12009, its IRR and the contract.

XVII. PROJECT COMPLETION AND FINAL ACCEPTANCE

Project Completion shall be granted only when all of the following are met.

- All goods and services are delivered, installed, configured and integrated in accordance with the approved design and the requirement IDs in Section V, each demonstrated in testing in every class except tests deferred under the Deferred Tests paragraph below.
- All test results, certifications, permits, manuals, licenses, warranties, configuration records and training outputs are submitted, and user acceptance testing is signed off by the End-User and MIS TO.
- No Critical or High defect remains open. Medium and Low defects are listed in a punch list with correction dates within the period stated in Section XII.B.
- Deliveries are inspected by the WMSU Inspection and Acceptance Committee and recorded in the Inspection and Acceptance Report (IAR); equipment is recorded in Property Acknowledgment Receipts (PAR) or Inventory Custodian Slips (ICS) as applicable.

Deferred Tests. Where a test cannot be carried out because a WMSU dependency listed in Section XIV, including an output of the Command Center or Campus Network and Security sub-project, is not available within fifteen (15) calendar days after the Supplier gives written notice that it is ready to test, WMSU shall record that test as a deferred test in the Certificate of Project Completion. The

Supplier shall carry out each deferred test, at no additional cost, within fifteen (15) calendar days after WMSU gives written notice that the dependency is available. Until each deferred test is passed, WMSU shall withhold payment of the integration services for the affected items as stated in the price schedule. A deferred test does not delay the start of the warranty and support period.

Long-Stop Date and Alternative Tests: If a dependency is still not available [one hundred eighty (180)] calendar days after the date of the Certificate of Project Completion, the affected deferred test shall be replaced by an alternative test proving that the Supplier's equipment is ready for integration, as follows: (a) for the Command Center, live view, playback and export of a thirty-six (36) cameras on the supplied recorder/pc and their client software, and a stream test of every camera and recorder through ONVIF or RTSP to a test client provided by the Supplier; and (b) for Campus Network and Security, operation of all classroom switches and access points on the supplied management platform with the VLANs, SSIDs and security policy of the approved design, and IEEE 802.1X authentication demonstrated against a test RADIUS server provided by the Supplier for the test. When the alternative test is passed, WMSU shall release the withheld payment. The Supplier shall nevertheless complete the integration and the original test, at no additional cost, within [thirty (30)] calendar days after WMSU gives written notice that the dependency is available; at any time during the warranty and support period, failure to do so shall be treated as a warranty defect under Section XV.

Cancelled Dependencies: If WMSU confirms in writing that a related sub project will not proceed, the integration obligations that depend on it shall be removed by contract amendment, with a corresponding reduction of the contract price based on the price schedule.

WMSU issues a Certificate of Project Completion after the conditions above are met, subject to any deferred tests, when all eighteen (18) classrooms are fully commissioned, equipped and ready for use. The three (3) year warranty and support period starts on the date of this certificate. The performance security shall remain in force until the Certificate of Project Completion is issued and the warranty security under Section XV.A has been posted, and shall then be released in accordance with RA 12009 and its IRR. The Supplier's obligations during the warranty and support period are covered by the warranty security under Section XV.A.

Final Acceptance takes place at the end of the three (3) year warranty and support period, when: (a) all warranty claims, service requests and punch-list items are closed; (b) the three (3) yearly refresher trainings under Section XII have been delivered; (c) all licenses and subscriptions under Section XV.D have remained valid for the full period; (d) all deferred tests, or the alternative tests that replaced them, have been passed, and any integration completed during the warranty period has been tested; and (e) a final joint inspection by MSTO and the End-User confirms that every e-classroom is fully operational. WMSU then issues a Certificate of Final Acceptance, and the warranty security is released in accordance with RA 12009, its IRR and the contract.

XIX. PREPARATION AND APPROVAL

This Terms of Reference was prepared for the procurement planning, bidding and technical evaluation of the E-Classroom sub-project. It shall be read together with the approved Bidding Documents, applicable procurement rules and the final contract.

Role	Name / Designation	Signature / Date
Prepared by: Technical Working Group	_____ TWG Chairperson	
	_____ TWG Member	
	_____ TWG Member	
	_____ TWG Member	
	_____ TWG Member	
	_____ TWG Member	
	_____ TWG Member	
Reviewed by	_____ End User Head	
	_____ Head, Management Information Systems and Technology Office (MIS TO)	
Recommending Approval	_____ Chairperson, Bids and Awards Committee for Goods	
Approved by	University President, Head of the Procuring Entity	

ANNEX – A

MANDATORY TECHNICAL RESPONSIVENESS CHECKLIST (PASS/FAIL)

This checklist covers the TWG's technical evaluation only. The TWG shall check each item as Pass or Fail and cite the page of the bid examined. A "Fail" on any item renders the bid not responsive, and the bid is not rated under Section XI. For items A-05 (implementation schedule), A-10 (training plan), A-11 (technical proposal), A-14 (implementation methodology) and A-12 (testing and commissioning plan), the check is limited to whether the document has been submitted and addresses the topics named in the item; the quality of these documents is assessed only in the rating under Section XI and Annex F and is not a ground for a Fail.

Bidder: _____ Date of TWG session: _____

Members present: ____ of ____

MANDATORY TECHNICAL RESPONSIVENESS CHECKLIST

No.	BID Document	TOR Reference	Page No.	Status (Pass/Fail) & Remarks
A-01	Statement of Compliance (Annex C), signed	[illegible] Annex C		
A-02	Manufacturer brochures or datasheets for items A1 to A4, and product documentation for the [illegible] software	[illegible]		
A-03	Certification that all equipment is brand new, of current production, and not announced end-of-use or end-of-life as of the bid deadline (GEN-002)	[illegible]		
A-04	Manufacturer's Authorization for items A1, A3, A5 and A8. Manufacturer's Authorization or proof of dealership, warranty terms and service centre for items A3, A7 and A8	[illegible]		
A-05	Implementation schedule (WBS and Gantt charts with more release schedule)	Section VII		
A-06	Warranty commitment	Section [illegible]		
A-07	Service level commitment	Section [illegible]		
A-08	Software and subscription licensing schedule	Section [illegible]		
A-09	Data privacy commitment (RA 10173)	Section [illegible]		
A-10	Training plan	Section [illegible]		

No.	DID Document	TOR Reference	Page No	Status (Pass/Fail) & Remarks
A-11	[illegible]	[illegible]		
A-12	[illegible]	[illegible]		
A-13	[illegible]	[illegible]		
A-14	[illegible]	[illegible]		
A-15	[illegible]	[illegible]		
A-16	[illegible]	[illegible]		
A-17	[illegible]	[illegible]		
A-18	[illegible]	[illegible]		

Result: ☐ RESPONSIVE (all items Pass) ☐ NOT RESPONSIVE (items failed: _____)

ANNEX – B

TWG TECHNICAL EVALUATION WORKSHEETS

Bidder: _____ Date of TWG session: _____

Members present: ____ of ____

B-1 Technical Rating Sheet (Collegial)

One sheet per bidder, completed by the TWG as session. Points are those stated in the rating tables of Annex F, to two decimal places (Section F.5). For Criterion 1, enter the total from Worksheet B-2. Cite the page of the bid supporting each rating. Ratings below Excellent shall state the missing element. Where a rating was not adopted by consensus, state in the last column whether it was adopted by majority or by the Chairperson's vote, and any dissent.

No.	Criterion	Max	Rating (1–4)	Points	Evidence / Reference	Remarks
1	Technical Quality of Equipment	40				
2	Software	5				
3	Connectivity and Integration	10				
4	Security and Data Protection	10				
5	Warranty	15				
6	Key Personnel	10				
7	After-Sales Support	10				
8	Similar Completed Projects	10				
	TECHNICAL SCORE	**100**				

ANNEX – C

STATEMENT OF COMPLIANCE (FORMAT)

[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]
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[illegible]					

[illegible]

[illegible]

ANNEX – D

KEY PERSONNEL ASSIGNMENT FORM

[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]

ANNEX – E

COMPLETED SIMILAR PROJECTS FORM

[illegible]

[illegible]

[illegible]

ANNEX – F

TWG RATING SCALE AND SCORING RUBRICS

ANNEX F – TWG RATING SCALE AND SCORING RUBRICS

F.1 Application

This Annex sets out the rating scale, the rating rules and the scoring rubric for each of the eight technical criteria in Section XIII. It applies only to bids that are responsive under Annex A. The TWG shall apply it to every bid in the same manner, and nothing outside this Annex, the TOR and the Bidding Documents shall be used as a basis for rating. The TWG's ratings are recommendations to the SAC, which shall accept the ratings and the Technical Scores by resolution.

The rubrics are built from rating elements. A rating element is a feature, document or commitment offered beyond the minimum requirements of the TOR. Each element states a test and the evidence that proves it. The TWG shall record each element as Met or Not Met, and the rating of a criterion shall follow from the number of elements Met, as stated in that criterion's rating table.

F.2 General Rating Scale

Rating	Score	Meaning	Points awarded
Excellent	4	The number of elements the bidder has met related to Excellent is the [illegible] rating score.	Max Points × 100%
Very Satisfactory	3	The number of elements the bidder has met related to Very Satisfactory, but not the count for Excellent.	Max Points × 85%
Satisfactory	2	The bid is responsive and meets the minimum requirements of the TOR, but the count for Very Satisfactory is not reached. This is the baseline rating.	Max Points × 70%
Poor	1	Applicable to Criteria 5 and 6: the baseline content defined for the criterion is not evidenced, or is not specific under Rule F.3.5.	Max Points × 40%

The rating Poor shall not be assigned under Criteria 1, 2, 4, 6, 7 and 8, because a responsive bid has already established the minimum acceptability for those criteria under Annex A.

F.3 Rating Rules

1. **Mechanical rating.** The rating of a criterion shall be the highest rating whose required count of elements is met. The TWG shall not round or lower a rating on personal impression or on any consideration not stated in this Annex.
2. **All-or-nothing elements.** An element is "met" only when every part of the test is satisfied by the evidence named for it. No partial credit shall be given.
3. **Elements claimed by the bidder.** The bidder shall list every element it claims, and the page of the technical proposal where the evidence is found. In the Rating Element Claim Form (Annex F.1), any element that is not claimed, or whose cited page does not contain the evidence named for it, shall be recorded as "not met". The TWG is not required to search the bid for evidence of elements not claimed.
4. **Evidence only.** Only documents in the bid at the time of bid opening shall be considered. Clarification under Section K.2 may be used to locate or confirm evidence already in the bid, and shall not be used to add an element. A document to be uploaded later.
5. **Specific documents.** Where an element or baseline content must be specific, the document shall name the offered make and model and use its datasheet values, or shall name the WASSA course or training date taken in Section II.A, or give dates within the 100-calendar-day implementation period. Text that restates the TOR, and generic brochures, company profiles or literature not tied to the offered goods or the WASSA sites, are not specific.
6. **Beyond the minimum.** No element duplicates a mandatory requirement of this TOR. Where an element and a mandatory requirement overlap, only the part of the element that exceeds the requirement is assessed.
7. **One feature, one criterion.** A feature, document or score is credited under one criterion and not double-counted under another criterion.
8. **Binding commitments.** Every element claimed forms part of the contract and shall be delivered as offered, at no cost to WASSA, beyond the contract price. Failure to

deliver it is a breach of contract. A claim found false or unsupported during post-qualification is a ground for disqualification under Section XI.C.

9. **Closed lists.** Where the Annex lists qualifications, certificate one or platforms, only those listed count. WMSU may add to a list only by Bid Bulletin issued before the deadline for submission of bids.
10. **Validity date.** "Valid", "current" and "held" mean valid, current or held on the deadline for submission of bids. Periods of experience shall be counted from dated certificates of employment or client certification; overlapping periods shall be counted once.
11. **Collegial decisions.** Each Met or Not Met decision shall be adopted by consensus or, failing consensus, by a majority of the TWG members present, in accordance with Section XI.C. The decision, the page numbered and any dissent shall be recorded on Worksheet B-1 (and, for Criterion 1, Worksheet B-2).
12. **Same yardstick.** The elements, evidence standards and counts in this Annex apply to every bidder without variation. The counts for the ratings of a criterion do not overlap, and every possible count corresponds to one rating only.

F.4 Scoring Rubrics per Technical Criterion

Criterion 1 – Technical Quality of Equipment (Maximum 30 points)

Each of the nine equipment items is rated separately under the Criterion 1 Equipment Rubric (Annex F-2). Annex F-2 lists, for each item, the measurable parameters that exceed the minimum specifications of Section V.C. and the number of parameters required for each rating. Every parameter can be proven from the manufacturer's datasheet alone. Warranty, local service and spare units are rated only under Criterion 7, and software only under Criterion 2.

Item rating	Scale	Descriptor	Item points
Excellent	4	The number of Annex F-2 parameters Met for the item reaches the count stated for Excellent.	Item weight = 100%
Very Satisfactory	3	The number of Annex F-2 parameters Met reaches the stated count for Very Satisfactory but not the count for Excellent.	Item weight = 80%
Satisfactory	2	The item meets the maximum specifications of Section V.C., but the count for Very Satisfactory is not reached.	Item weight = 70%

Criterion 1 points = Σ (Item weight × Item percentage), summed over the nine (9) items.

Criterion 1 points range from 21.00 to 30.00. They are recorded on Worksheet B-2 and are used for the tie-break under Section XI.E.

Criterion 2 – Software (Maximum 5 points)

Baseline. All software required by Sections VIC and XV E is offered and licensed to WMSU for the required terms, and the licence schedule states, for each product, the edition, quantity, term and registered owner.

Element	Element and test	Evidence required
S-1	**Usage reporting.** The board management console reports, for each board, the power-on hours and the applications used, and exports the reports in CSV or PDF format.	Manufacturer manual or datasheet page showing the report and the export function
S-2	**Platform integration.** The board software reports and seeks cross-firm directly to at least one of the leading or productivity platforms listed by [illegible] in the [illegible]	Manufacturer documentation naming the platform
S-3	**Extended updates.** The [illegible] software and security updates for the board software for at least seven (7) years from Project Completion.	Signed manufacturer letter naming the offered model
S-4	**Central workstation management.** A licensee for the remote patching or re-imaging of a neighbour's [illegible] workstations is supplied, licensed to WMSU for at least three (3) years from Project Completion, and a real-time to MISTO	Product datasheet and licence schedule entry
S-5	**Office suite terms.** The office productivity suite licence is perpetual, or its term extends at least two (2) years beyond the end of the warranty and subject period.	Licence schedule entry and the publisher's licence terms

Ratings	Score	Description	Points
Excellent	4	Requires [illegible]	5.00
Very Satisfactory	3	Requires [illegible]	4.25
Satisfactory	2	Requires [illegible]	[illegible]

Criterion 3 – Connectivity and Integration (Maximum 10 points)

Baseline content. The technical proposal (Annex A, Item A-11) contains, in specific form under Rule F.3.6, (a) a connection diagram of one e-classroom showing every Component A item, its network or power link and its port, and (b) a statement, for each of INT-001 to INT-007, of how the requirement will be met.

Element	Element and test	Evidence required
C-1	**Wireless design.** A [illegible] of the 7 [illegible] reference room, using the [illegible] shows a signal of at least -67 dBm on the 3 Gifts [illegible] at every seat position, together with a capacity calculation for forty-one (41) concurrent clients.	Survey tool output (heat [illegible] and calculation sheet
C-2	**PoE budget.** For the [illegible] sample a table [illegible] the maximum PoE [illegible] of every connected device, [illegible] from its datasheet, and shows that the [illegible] is within the PoE budget of the [illegible]	Computation sheet citing the datasheet pages
C-3	**UPS load.** [illegible] UPS [illegible] is computed from the [illegible] consumption of the connected devices [illegible] more than 50% of the [illegible] and the [illegible] from the manufacturer's [illegible]	Computation sheet and [illegible]
C-4	**Function map.** [illegible] FUN-002 to FUN-009 [illegible] performs it	Diagram
C-5	**Table power design.** [illegible] with [illegible] the [illegible] each [illegible] and the computed load [illegible]	Drawing and [illegible]
C-6	**Integration matrix.** A matrix with one row for each of INT-001 to INT-007 [illegible] the [illegible]	Matrix
C-7	**Test plans.** A [illegible] plan for 100% [illegible] and a [illegible] test plan per [illegible]	Test plans

Rating	Scale	Descriptor	Points
Excellent	4	[illegible]	10.00
Very Satisfactory	3	[illegible]	8.00
Satisfactory	2	[illegible]	7.00
Poor	1	[illegible]	4.00

Criterion 4 – Security and Data Protection (Maximum 10 points)

Baseline. The bid is responsive. Requirements SEC-001 to SEC-006 are contractual obligations of every bidder and earn no points.

Element	Element and test	Evidence required
X-1	**Wired port authentication.** The bidder commits to configure IEEE 802.1X authentication, with WAC authentication or fallback, on every classroom-wards port serving an end device, and the offered switch supports it.	Commitment in the security design, and switch datasheet page
X-2	**Multi-factor authentication.** Every management console and cloud platform offered supports multi-factor authentication, and the bidder commits to enable it for all administrator accounts.	Manufacturer documentation for each console or platform, and the commitment
X-3	**Boot integrity.** Both the offered switch and the offered interactive board verify their firmware at start-up (secure boot or equivalent firmware verification).	Manufacturer documentation for both products
X-4	**Hardening checklists.** A hardening checklist is submitted for each device type (switch, access point, camera recorder, interactive board, and workstation), each citing a published security benchmark or the manufacturer's hardening guide, with a commitment to apply the checklists and joint hardware to NFSRO.	The six checklists and the commitment
X-5	**Physical security.** The interactive board is mounted with tackling hardware that requires a device key to release, and every network recorder is based on a dual-mode or tamper alert to the recorder or the campus monitoring system.	Product datasheets and design note
X-6	**Camera privacy masking.** The offered camera recorder supports privacy masking of defined zones, and the bidder commits to configure the masks required by the WMSU privacy impact assessment.	Manufacturer documentation and the commitment
X-7	**Bidder information security certification.** The bidder holds a valid ISO/IEC 27001 certification or works on accredited certification body, where scope would the bidder's delivery or support services.	Copy of the certificate

Rating	Scale	Description	Points
Excellent	4	All seven fine (level elements X-1 to X-7 **Met**	10.00
Very Satisfactory	3	Three (Four (or 6) elements **Met**	8.50
Satisfactory	2	Not more than two (2) elements Met	7.00

Criterion 5 – Methodology (Maximum 15 points)

Baseline content. The implementation methodology (Annex A, Item A-14) addresses, in specific form under Rule F.3.5, each of the [illegible] elements: the room-by-room renovation sequence covering CDM-01 to CDM-05; the room release schedule; QA/QC; and risk management. The minimum numbers, durations and frequencies of training in Section XIII are a peacefull undertaking in the Statement of Compliance and are not rated here.

Element	Element and test	Evidence required
M-1	**Pilot plan.** Names the pilot classroom, gives its start and finish dates (Pilot-Ref-01 in Rule A-TP — 75), and lists the tests that must pass before mass sequence in the other rooms.	Methodology and Gantt chart
M-2	**Room schedule.** Lists all rooms in sequence, with start and finish dates for each of CDM-01 to CDM-05, all within the 180-calendar-day period and consistent with release lines M1 to M5.	Gantt chart or room schedule
M-3	**Room release.** Ties the release of rooms to the AM/DU acceptance calendar and states the maximum number of rooms out of use at any one time.	Room release schedule
M-4	**Hoarding and storage.** Shows the south building, the delivery route, the storage location, and the method of lifting the panels from vehicle to place without breaking them in the Kitchen (13) second-floor classrooms.	Logistics plan
M-5	**Disruption controls.** Screen numeric limits for the hours of noisy work and the adjacent rooms, the power shutdowns, and the dust and debris controls for occupied buildings.	Methodology
M-6	**Risk register.** Lists at least ten (10) risks, each with an owner, a trigger and a mitigation, including the Kitchen/Dining-in-Canopy fallback and the Connection Center fallback. Only risks with a residual rating of medium or higher.	Risk register
M-7	**Inspection and test plan.** Lists the hold points for each room, package and test, and shows them as milestones in the Gantt chart.	Inspection and test plan and Gantt chart
M-8	**Training calendar.** Gives a dated session for every audience in Section XIII and every part of the support period, and is organised to check for failure demonstrating the practical task with a clear pass mark.	Training plan
M-9	**Interior design concept.** Gives the colour and finish schedule with at least one note tying all the interiors (classrooms and the Connection Center) to the Kitchen. Colour and finish choices are free.	Design concept and deliverables

Rating	Score	Description	Points
Excellent	4	Baseline content met and all nine (9) elements M-1 to M-9 listed.	11–15
Very Satisfactory	3	Baseline content met and seven (7) or eight (8) elements listed, including M-3, M-6 and M-9.	7–10
Satisfactory	2	Baseline content met, but fewer than seven (7) elements listed, or any of M-3, M-6 or M-9 missing.	4–6
Poor	1	One or more baseline topics not addressed in specific form under Rule F.3.5.	0–3

Criterion 6 – Key Personnel (Maximum 10 points)

Baseline. All eight (8) positions KP-01 to KP-08 are filled by persons who meet the minimum qualifications in Section VII, with complete supporting documents, signed commitment letters and the personnel deployment matrix, as checked under Annex A, Item A-15.

Element. One element is filled for each named person who holds at least one (1) of the preferred qualifications listed for that person's position below. Experience-based qualifications count only where a certificate of employment or client certificate states the person's role, the project, and the start and end dates.

Position	Preferred qualifications (any one)	Evidence required
KP-01 Project Manager (Core)	(a) PMP, PRINCE2 Practitioner, or PMP Level C or higher; (b) at least eight (8) years of ICT project management, or as Project Manager of a completed nationwide project for a national college or university	Certificate; certificates of employment; client certificate naming the person
KP-02 Audio-Visual and E-Classroom Integration Engineer (Core)	(a) [illegible] (5) years in a [illegible]	Certificate; certificates of employment describing the projects
KP-03 Network Engineer (Core)	(a) a professional-level network certification from the manufacturer of the offered switch or access point, or an equivalent vendor-neutral certification; (b) a completed wired and wireless IP network project with a class management system	Certificate; client certificate naming the person
KP-04 Electrical Engineer (Core)	(a) PRC-licensed Professional Electrical Engineer; or (b) a wiring and electrical upgrade of a school or office building that included UPS installation	PRC ID; certificate of employment or client certificate
KP-05 Civil Engineer or Architect	(a) a completed classroom, laboratory or equivalent fit-out with a floor plan certified by an RPE; (b) demonstrable experience	Client certificate; floor plan certificate
KP-06 Learning and Instructional Technology Specialist	(a) [illegible] certified to operate the offered interactive board; or (b) a degree in education or instructional technology	Manufacturer certificate; diploma or transcript
KP-07 Safety Officer	DOLE Accredited Safety Officer 3 (SO3) or higher	DOLE accreditation
KP-08 On-Site Technical Support Staff	(a) manufacturer training or certification on the offered interactive board, network equipment or CCTV; or (b) BSCS or BS in Computer Systems Servicing or equivalent, [illegible] years of technical support in a school or college/university	Certificate; certificate of employment

Rating	Scale	Descriptor	Points
Excellent	4	Baseline met and at least five (5) persons hold a preferred qualification, including the persons in at least three (3) of the Security Core positions	10.00
Very Satisfactory	3	Baseline met and three (3) or four (4) persons hold a preferred qualification in five (5) or more-tie, but in fewer than three (3) Core positions	8.00
Satisfactory	2	Baseline met and not more than two (2) persons hold a preferred qualification	7.00

Criterion 7 – After-Sales Support (Maximum 12 points)

Baseline. The bid currents to the warranty in Section XV.A and to the service levels and support obligations in Sections XV.B and XV.C.

Element	Element and test	Evidence required
A-1	**Individual warranty.** [illegible]	Manufacturer warranty certificates, or extended warranty contract, naming the offered models
A-2	**Faster engineer response.** A Supplier engineer [illegible]	Signed [illegible] undertaking
A-3	**Spare units in Zamboanga City.** [illegible]	Signed undertaking listing the models, quantities and location
A-4	**Service centres in Mindanao.** A manufacturer-authorized service centre in Mindanao for each of the interactive board, the [illegible]	Manufacturer letter for each of the three products, naming the centre and its address
A-5	**Bidder support office.** An office of the bidder in Zamboanga City or a [illegible]	Business permit or [illegible] certificates of employment
A-6	**Semester refresher training.** Refresher training for faculty in every semester of the support period, that is, six (6) sessions per group instead of three (3)	Training calendar and signed undertaking

Rating	Scale	Descriptor	Points
Excellent	4	Baseline met and at least five (5) of elements A-1 to A-6 Met	10.00
Very Satisfactory	3	Baseline met and three (3) or four (4) elements Met	8.00
Satisfactory	2	Baseline met and not more than two (2) elements Met	7.00

Criterion 8 – Similar Completed Projects (Maximum 10 points)

Baseline. The bid is responsive and the bidder meets the SLCC eligibility requirement.

Element. One element is filled for each project listed in Annex E that satisfies all of the following conditions:

1. **Role.** The bidder was the prime contractor, or a joint venture partner with a stated share of the work. For a joint venture, only the bidder's share of the contract value is counted. Work performed as a subcontractor is not counted.
2. **Scope.** The project covered both (1) the supply and installation of interactive displays or other audio-visual and ICT equipment, and (2) the conversion or fit-out of the same rooms (interior finishing, electrical, lighting, cabling, mounting or air-conditioning works), either under one contract or under separate contracts completed by the bidder for the same client and the same rooms, whose values are then added together.
3. **Size.** The project covered at least three (3) rooms, and its adjusted contract value is at least twenty-five percent (25%) of the ABC, that is, at least ₱18,493,333.87.
4. **Completion.** The date of the Certificate of Completion or Acceptance falls within the five (5) years before the deadline for submission of bids.
5. **Documents.** The contract notice of award or purchase order, and the Certificate of Completion or Acceptance are filed behind the project's tab (PJ-01 onward). Where the number of rooms is not stated in these documents, a client certificate stating it is also filed.

Adjusted contract value. The contract value shall be adjusted using the Consumer Price Index (All Items, Philippines) published by the Philippine Statistics Authority, on the latest base year.

Adjusted value = Contract value × (CPI of the month before the bid deadline ÷ CPI of the month of completion)

Rating	Score	Descriptor	Points
Excellent	4	Three (3) or more qualifying projects, at least one (1) of which was for a DepEd or CHED-recognized school, a state or local university or college, or a private higher education institution.	10.00
Very Satisfactory	3	One (1) or two (2) qualifying projects or three (3) or more, none of which was for such an educational institution.	8.50
Satisfactory	2	No qualifying project.	7.00

The project used as the SLCC is counted as a qualifying project only if it satisfies all five (5) conditions above.

F.5 Computation of the Technical Score

Points for each criterion are those stated in the rating table, computed to two decimal places without rounding. The Technical Score is the sum of the points for the eight criteria. A bid with a Technical Score below seventy (70) shall be deemed as failing and shall not proceed to financial evaluation.

No.	Criterion	Maximum points	Baseline points (Satisfactory)	Lowest possible points
1	Technical Quality of Equipment	30.00	21.00	21.00
2	Software	5.00	3.50	3.50
3	Connectivity and Integration	10.00	7.00	4.00
4	Security and Data Protection	10.00	7.00	7.00
5	Methodology	10.00	10.00	6.00
6	Key Personnel	10.00	7.00	7.00
7	After Sales Support	10.00	7.00	7.00
8	Service Capability Proposal	10.00	7.00	7.00
	Technical Score	**100.00**	**70.00**	**62.00**

ANNEX F-1 – RATING ELEMENT CLAIM FORM

The bidder shall reproduce, complete and sign this form and file it at the front of the scored evidence (Section X). Every row shall be completed. Under Rule F.3.3, an element marked "No", or marked "Yes" without a page that contains the evidence named in this Annex, is recorded as Not Met. The Criterion 1 parameters are claimed in the form attached to Annex F-2.

Name of Bidder: _____

Project: ICT Modernization – E-Classroom

Criterion	Element	Claimed (Yes/No)	Evidence document	Page no.	TWG rated Met / Not Met
2 Software	S-1 Usage reporting				
2 Software	S-2 Platform migration				
2 Software	S-3 Extended updates				
2 Software	S-4 Centre w/ licence management				
2 Software	S-5 Office suite sets				
3 Connectivity	Routing (as per vendor datasets)				
3 Connectivity	Routing (as ICT 4[illegible] to INT 4[illegible] statement)				
3 Connectivity	C-1 Workbook design				
3 Connectivity	C-2 PoE budget				
3 Connectivity	C-3 UPS cost				
3 Connectivity	C-4 Function map				
3 Connectivity	C-5 Tests power design				
3 Connectivity	C-6 Integration matrix				
3 Connectivity	C-7 Testing test				
4 Security	X-1 Weed port authentication				
4 Security	X-2 Multi-factor authentication				
4 Security	X-3 Root integrity				
4 Security	X-4 Hardening checklists				
4 Security	X-5 Physical security				
4 Security	X-6 Camera privacy masking				
4 Security	X-7 Bidder ISO/IEC 27001				
5 Methodology	M-1 Prioritizer				
5 Methodology	M-2 Room schedule				
5 Methodology	M-3 Room [illegible]				
5 Methodology	M-4 Housing and storage				

Criterion	Element	Claimed (Yes/No)	Evidence document	Page no.	TWS user Met / Not Met
5 Methodology	M-5 Disruption contents				
5 Methodology	M-6 Risk register				
5 Methodology	M-7 Inspection and test plan				
5 Methodology	M-8 Training calendar				
5 Methodology	M-9 Interior design concept				
6 Key Personnel	KP-01 preferred qualification (state-wf 25)				
6 Key Personnel	KP-02 preferred qualification (state-wf 25)				
6 Key Personnel	KP-03 preferred qualification (state-wf 25)				
6 Key Personnel	KP-04 preferred qualification (state-wf 25)				
6 Key Personnel	KP-05 preferred qualification (state-wf 25)				
6 Key Personnel	KP-06 preferred qualification (state-wf 25)				
6 Key Personnel	KP-07 preferred qualification (state-wf 25)				
6 Key Personnel	KP-08 preferred qualification (state-wf 25)				
7 After-Sales	A-1 Extended warranty				
7 After-Sales	A-2 Faster engineer response				
7 After-Sales	A-3 Spare units in Zamboanga City				
7 After-Sales	A-4 Service centres in Mindanao				
7 After-Sales	A-5 Bidder support office				
7 After-Sales	A-6 Salvaged refreshed training				
8 Similar Projects	PJ-01 (conditions 1 to 5)				
8 Similar Projects	PJ-02 (conditions 1 to 5)				
8 Similar Projects	PJ-03 (conditions 1 to 5)				
8 Similar Projects	PJ-04 (conditions 1 to 5)				
8 Similar Projects	PJ-05 (conditions 1 to 5)				

Certification. I certify that every element marked "Yes" above is offered as stated, forms part of our bid price, and will be delivered as a contractual obligation, and that the evidence cited is found on the pages stated.

Name, Signature and Position of Authorized Representative / Date

ANNEX – G

GLOSSARY OF TERMS

Term	Definition
ABC	Approved Budget for the Contract, the ceiling price for this procurement
Conversion	Modification of an existing [illegible] classroom, within its present walls, floor area and structure, so that it can house, power, cool, connect and operate the e-classroom equipment and to refurbish its interior finishes, lighting and fixtures, the five (5) work packages CON-01 to CON-05 in Section [illegible]
CSPF	Cooling Seasonal Performance Factor, the energy-efficiency measure on the Philippine energy label for air-conditioners
EULA	Google's Enterprise Services Licensing Agreement, certification that gives an Android [illegible] Play Store and Google applications
Final Acceptance	Acceptance of the project by [illegible] at the end of the three (3)-year warranty and support period, after the conditions in Section XVIII are met, as evidenced by the Certificate of Final Acceptance, the warranty security is released after Final Acceptance
MEARS	Most Economically Advantageous Responsive Bid award criterion under RA 12000 considering quality and price
MVR	Network video recorder, [illegible] for [illegible]
ONVIF	Open standard for interoperability of IP cameras and recorders
PoE	Power over Ethernet, power delivered to a device through its network cable
Project Completion	The point at which all eighteen (18) classrooms are fully converted, [illegible] and ready for use and the conditions in Section XVIII are met, as evidenced by the Certificate of Project Completion, the three (3)-year warranty and support period starts on this date
Pure sine wave	UPS output waveform matching the [illegible] when running on battery
RLCC	Single Large Conductor Cabinet
TWS	Technical Working Setup
UAT	User acceptance testing
VMS	Video management software

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..... 151
Price Schedule for Goods Offered from Within the Philippines 153
Price Schedule for Goods Offered from Abroad 154
Contract Form..... 155
Omnibus Sworn Statement Form 158
Bid Securing Declaration Form 162

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. _____
PTR No. __, *[date issued], [place issued]*
IBP No. __, *[date issued], [place issued]*

Doc. No. _____
Page No. _____
Book No. _____
Series of _____.

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