PHILIPPINE BIDDING DOCUMENTS

Republic of the Philippines

PROCUREMENT

OF

GOODS

ADOPTION OF DIGITAL LEARNING PLATFORM THROUGH ICT MODERNIZATION (COMMAND CENTER)

(PR 26-10-402)

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 (COMMAND CENTER)

PhilGEPS Reference No: 104872
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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

BDS – Bid Data Sheet.

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

CDA - Cooperative Development Authority.

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

COS – Contract of Service.

CPI – Consumer Price Index.

DDP – Delivered Duty Paid.

DOLE – Department of Labor and Employment.

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

GCC - General Conditions of Contract.

GFI – Government Financial Institution.

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

GoP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

HoPE – Head of Procuring Entity.

INCOTERMS – International Commercial Terms.

IRR – Implementing Rules and Regulations.

ITB – Instructions to Bidders.

JO – Job Order.

LCB- Lowest Calculated Bid.

LCRB – Lowest Calculated Responsive Bid.

LGU – Local Government Unit

LoC – Letter of Credit.

MAB – Most Advantageous Bid.

MARB – Most Advantageous Responsive Bid.

MEARB – Most Economically Advantageous Responsive Bid.

MYCA – Multi-Year Contracting Authority.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

PSA – Philippine Statistics Authority.

RA No. – Republic Act Number.

SARB – Single Advantageous Responsive Bid.

SCC - Special Conditions of Contract.

SCRB – Single Calculated Responsive Bid.

SEARB – Single Economically Advantageous Responsive Bid.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

UN – United Nations.

Definition of Terms

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

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

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

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

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

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

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

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

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

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

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

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

Project – refers to a specific or identified procurement covering Goods, Infrastructure Projects or Consulting Services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan.

Services - means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.

Supplier – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by its Bid. Supplier as used in these Bidding Documents may likewise refer to a manufacturer, distributor, contractor, or consultant, or service provider.

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

Section I. Invitation to Bid

Notes on the Invitation to Bid

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

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

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

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

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

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

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

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

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

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

INVITATION TO BID FOR *ADOPTION OF DIGITAL LEARNING PLATFORM THROUGH ICT MODERNIZATION (COMMAND CENTER)*

1) The ***Western Mindanao State University***, through the ***GAA Fund 101***[4] intends to apply the sum of ***Nineteen Million Twenty-Nine Thousand Eight Hundred Seventeen Pesos and Fifty-Two Centavos (PHP 19,029,817.52)*** being the Approved Budget for the Contract (ABC) to payments under the contract for ***ADOPTION OF DIGITAL LEARNING PLATFORM THROUGH ICT MODERNIZATION (COMMAND CENTER).*** 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 (COMMAND CENTER)***. 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 ***Twenty-Five Thousand Pesos (Php 25,000.00).***

   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) Bidders shall break down and itemize the cost of every specific component included in a grouped lot rather than writing only a single total price.

10) 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.

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

12) 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.

13) 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**

14) You may visit the following websites:

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

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

October 20, 2026

DR. FREDELINO M. SAN JUAN
BAC Chairperson for Goods

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

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

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

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

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A. General

1) Scope of Bid

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

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

2) Source of Funds

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

3) Corrupt, Fraudulent, Collusive, and Coercive Practices

3.1 Unless otherwise specified in the **BDS**, the Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. In pursuance of this policy, the Procuring Entity:

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 (COMMAND CENTER)*** *The identification number of the Contract is* *PhilGEPS Reference No: 104872* *Control Number: 2610402*
1.2	"Not applicable".
2	The Funding Source is: 2.1 The GoP through the source of funding as indicated below for ***GAA Fund 101*** in the amount of ***Nineteen Million Twenty-Nine Thousand Eight Hundred Seventeen Pesos and Fifty-Two Centavos (PHP 19,029,817.52)*** 2.2 The source of funding is: a) NGA, the General Appropriations Act or Special Appropriations.
3.1	No further instructions.
5.2	Foreign Bidders, except those falling under ITB Clause 5.2(b), may not participate in this Project.
5.4	The Bidder's SLCC similar to the contract to be bid should have been completed within *Three (3) Years* prior to the deadline for the submission and receipt of bids.
5.5	ADOPTION OF DIGITAL LEARNING PLATFORM THROUGH ICT MODERNIZATION (COMMAND CENTER)
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 ***Nineteen Million Twenty-Nine Thousand Eight Hundred Seventeen Pesos and Fifty-Two Centavos (PHP 19,029,817.52)*** 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 *Procurement 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 Proposals is ***November 9, 2026 @ 9:30 AM*** The date and time of bid opening of Financial Proposals 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.

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Section V. Special Conditions of Contract 60

1) General Terms

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

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

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

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

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

2) Corrupt, Fraudulent, Collusive, and Coercive Practices

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

3) Inspection and Audit by the Funding Source

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

4) Governing Law and Language

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

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

5) Notices

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

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

6) Scope of Contract

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

6.2 This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. Any additional requirements for the completion of this Contract shall be provided in the **SCC**.

7) Subcontracting

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

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

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

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

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

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

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

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

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

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

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

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

8) Procuring Entity's Responsibilities

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

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

9) Prices

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

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

10) Advance Payment

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

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

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

c) Upon submission of an irrevocable Letter of Credit (LoC) or bank guarantee issued by local bank, advance payment not exceeding fifteen percent (15%) of the contract amount shall be allowed and paid to the Supplier within

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 ***Nineteen Million Twenty-Nine Thousand Eight Hundred Seventeen Pesos and Fifty-Two Centavos (PHP 19,029,817.52).*** 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 (Command Center) See attached TOR (Terms of Reference)	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 (Command Center) See attached TOR (Terms of Reference)	

ADOPTION OF DIGITAL LEARNING PLATFORM THROUGH ICT MODERNIZATION

(SUB-PROJECT: COMMAND CENTER)

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

TERMS OF REFERENCE

ADOPTION OF DIGITAL LEARNING PLATFORM THROUGH ICT MODERNIZATION

SUB-PROJECT: COMMAND CENTER

Western Mindanao State University
Normal Road, Baliwasan, Zamboanga City

TERMS OF REFERENCE

PROJECT DATA

Procuring Entity	[illegible]
Project / Sub-project	[illegible]
Project Site	[illegible]
Project Composition	Component A – ICT Equipment, Software and Furniture Component B – Room Conversion and Facility Infrastructure Component C – Implementation Services, Warranty and Support
Approved Budget for the Contract (ABC)	[illegible]
Implementation Period	[illegible]
Source of Funds	General Appropriations Act (GAA) Fund 101
End-User Unit	Management Information Systems and Technology Office (MISTO)
Mode of Procurement	Competitive Bidding (Republic Act No. 9184 and its Implementing Rules and Regulations)
Procurement Type	[illegible]
Award Criterion	[illegible]

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I. BACKGROUND AND RATIONALE

1.1 Background

Western Mindanao State University (WMSU) is implementing the Adoption of Digital Learning Platform through ICT Modernization to strengthen academic operations, digital learning, campus connectivity, information security and technology-enabled services. This sub-project is a distinct technical and implementation package within that program.

The sub-project establishes the **WMSU Command Center**, a centralized operational hub from which MIS/ITO and authorized University personnel continuously monitor and coordinate the campus ICT infrastructure, network performance and cybersecurity, CCTV and physical security systems, digital learning and campus information systems and data-driven dashboards for University administration. It covers the conversion of an existing classroom into a purpose-built operations room, the supply and installation of the video wall, operator workstations, screens, monitoring and security software, an client gateway and furniture, and the integration of these systems delivered under the other ICT Modernization sub-projects.

At present, the University has no single place by which the status of its network, servers, security devices, CCTV and campus services can be seen and acted upon at the same time. Faults and security events are discovered late, handled by separate offices, and are not consistently logged. The Command Center addresses this by providing real-time situational awareness, a defined incident management workflow, and documented operating procedures, while the University retains ownership and control of all data and configurations.

1.2 Relationship with Other ICT Modernization Sub-projects

The Command Center architecture and cost items delivered under the *Campus Network & Security* and *Virtualized Infrastructure & Campus Information Systems* sub-projects. To avoid duplication, the items below are not part of the TOR. The scope still integrates with them, as required in Section 4.5 and Section 6, but does not procure them.

Supplied under	Items NOT included in this TOR	Command Center obligation
Campus Network & Security	Enterprise firewalls, Wan appliances, fiber, or VMs for IC DR devices	Consume NVR/cloud video feeds and logs through its APIs and display them in the Command Center dashboard and video wall
Campus Network & Security	Core distribution and connectivity, metro and backbone access points, SAN/NAS and management switch, optical transceivers, leased lines	Connect from ISP to the campus network through switch ports and on spare provided under the Campus Network & Security sub-project, not by re-cabling/SAN/NAS data
Campus Network & Security	Next-generation firewalls and IPS	Receive NGFW logs and events in the SIEM, display security status
Campus Network & Security	CCTV cameras, VMS, NVRs, cloud and monthly storage	Integrate cameras and recorders into the VMS for live view, playback and video wall display. No recording storage is required under this TOR
Campus Network & Security	IP phones	Display connected and registered status where an interface is available

Supplied under	Items NOT included in this TOR	Command Center obligation
Campus Network & Security	RFID system, Centralized Access Management Software (CAMS), turnstile, door systems, access control and alarm & alert management tools	Display access events and alarms on the dashboard and stream logs to the SIEM. The Project IT Staff will assist in mapping tasks allocated from the Campus Network & Security sub-project. The base model is supplied under this TOR (FT-C01).
Virtualized Infrastructure Campus Information Systems	Campus Information Systems and associated HCI infrastructure	Wait for service availability of the Campus Information Systems through health checks and SLA logs

Where a component of the Campus Network & Security or Virtualized Infrastructure Campus Information Systems sub-projects is not yet considered when integration under this TOR is performed, the bidder shall integrate with the existing equivalent University system, and shall complete the integration with the new component within the warranty and support period, at no additional cost, once KNRH makes it available. The same applies where either sub-project is not awarded or fails (Section V).

II. PROJECT DESCRIPTION AND LOCATION

2.1 Project Site

Location	[illegible]
Present use	[illegible]
Floor dimensions	[illegible]
Ceiling height	[illegible] The existing ceiling height must be maintained; no suspended ceiling [illegible]
Video wall wall	[illegible]
Non-overhead fire to be worked by the bidder	[illegible] supply and same capacity. Their route to the data center, location of outdoor [illegible] **Bidders are encouraged to verify these through a site inspection** (Section 1.1).

2.2 Project Composition

Component	Description
A. ICT Equipment, Software and Furniture	[illegible] UPS and licensed software [illegible] Command Center application servers, video management, access control and alarm management (SIEM), IT service management (ITSM), vulnerability management and licensed software. SMS and e-mail alert gateway, [illegible] consoles and chairs.
B. Room Conversion and Facility Infrastructure	Conversion of Room [illegible] into a Command Center: air conditioning, room UPS, electrical work, [illegible] and floor repair, cabling and [illegible] glare treatment, cleaning and [illegible] lighting and fire system, fire detection and clean-agent suppression, room access control and environmental monitoring.
C. Implementation Services, Warranty and Support	Project management, [illegible] engineering design, installation and configuration, integration with the Campus Network & Security sub-project [illegible], testing and commissioning, training and knowledge transfer, and three (3) years of warranty and technical support.

2.3 General Objective

To establish a secure, functional and [illegible]-friendly-cared Command Center that provides continuous, centralized monitoring of the [illegible] ICT, cybersecurity and physical security environment, together with a documented incident-management workflow, so that faults and threats are detected early, acted upon promptly and recorded consistently.

2.4 Specific Objectives

- Convert Room [illegible] of the High School Building into a Command Center with appropriate power protection, cooling, fire protection, acoustics, lighting and structured cabling.
- Provide a 2 × 4 video wall plus operator and supervisor positions for real-time display of network, server, security, CCTV and campus-service status.
- Provide centralized video management, security information and event management, IT service management, vulnerability management and dashboard software, legitimately licensed and supported for at least three (3) years.
- Integrate the Command Center with the systems delivered under the Campus Network & Security and Virtualized Infrastructure Campus Information Systems subprojects and with existing University systems, without duplicating their components.
- Comply with the Data Privacy Act of 2012 (RA 10173) in the handling of CCTV footage, logs and other personal data.
- Deliver testing, training, operating procedures, documentation and three (3) years of warranty and technical support, ending MSTD able to operate the Command Center without undue dependence on the supplier.

III. SCOPE OF WORK

The bidder shall perform all work needed to deliver the components in Section 8. The technical requirements are stated there. In Section 4, this Section lists the work to be performed.

3.1 Site Inspection

- Prospective bidders are encouraged to inspect Room [illegible] and the relevant parts of the High School Building and the data center before submitting their bids, on the schedule set by the BAC. The site inspection is not mandatory and is not a condition of eligibility or responsiveness.
- By submitting a bid, the bidder confirms that it has examined the site and has priced all works needed for a complete and operational Command Center, including hauling to the fourth floor, the fiber route to the data center, the placement of outdoor air-conditioning units, electrical supply upgrades from the existing building panel and any repairs to existing surfaces. No claim for additional cost shall be allowed for site conditions that a reasonable inspection would have revealed.

3.2 Project Initiation and Detailed Engineering Design

- Prepare the Inception Report and detailed implementation plan (work packages, dependencies, milestones, resources, risk register, testing, training and turnover).
- Conduct a detailed site survey and prepare the structural floor load assessment, signed by a licensed Civil Engineer, covering the UPS and batteries, fire-

suppression cylinders, consoles and video wall mounting, the heat-load computation for the room, the electrical load schedule and single-line diagram and the fiber route survey to the data center.

- Prepare the detailed engineering design: room layout and elevations (including video wall position, remote rows and right lines), architectural and interior plans, electrical plans signed and sealed by a licensed Electrical Engineer, mechanical (air-conditioning) plans, fire detection and suppression plans, and low-voltage (structured cabling, AV and security) plans. The design shall be approved by WMSU before construction starts.
- Prepare the integration design for each system in Section 4.5, the security and data protection design (Section 4.3) and the dashboard and video wall layout design.

3.3 Room Conversion and Facility Works (Component B)

- Convert Room 401 into a Command Center in accordance with the approved design and Section 4.4: removal of classroom fixtures, interior fit-out, acoustic and glare treatment, lighting, floor paper, electrical works, air-conditioning, room UPS, structured cabling and floor uplink, fire detection and clean-agent suppression, door access reader and environmental monitoring.
- Provide the floor support over the whole room and make sure that all cables are in order, neat and clean all furnaces, routed in trays, raceways or conduits, secured, labeled and inward faces or length cabling, as required in Section 4.4 (PLR-001 to PLR-003 and CAB-004).
- Perform the works in accordance with the Philippine Electrical Code, the Fire Code of the Philippines (RA 9514), the Accessibility Law (BP 344) and occupational safety and health standards.
- Protect existing building elements, keep the work area and corridors clean and safe, remove debris daily, and restore any area damaged by the works.

3.4 Supply and Installation of ICT Equipment (Component A)

- Supply, deliver, haul to the fourth floor, install, configure and commission all Component A equipment in accordance with Section 4.3, including the video wall and its mounting system, panasonic workstations, UPS units, servers, elet gateway and furniture.
- Install all equipment in the 42 Jhonker on the consoles as designed, with labeling, cable management and power connection to the room UPS.
- Tag all equipment with WMSU property tags provided by the Supply Office and record serial numbers in the asset inventory.

3.5 Software Deployment and Configuration

- Install, legitimately license with support of not less than three (3) years (GEN-005), configure and harden the server operating system and virtualization platform, VMS, SIEM, ITSM, vulnerability scanner, dashboard platform, CDR and office productivity software.
- Configure at least the dashboards, video wall layouts, alert rules, incident categories and reports specified in Sections 4.2 and 4.3.

3.6 Systems Integration

Integrate the Command Center with the systems listed in Section 4.5, using the documented, standards-based interfaces listed in Section 4.5 (APIs, SNMP, syslog, ONVIF/RTSP or vendor SDKs), and document every interface.

3.7 Testing, Commissioning and Acceptance

Perform the tests in Section 11, including the cable certification and fiber tests, UPS and air-conditioning performance tests, the suppression acceptance tests, functional and integration tests, security validation and user acceptance testing.

3.8 Training and Knowledge Transfer

Conduct the operator and administrator training in Section 11 and develop, with MISTO, the Command Center operating procedures.

3.9 Warranty and Support

Provide a three (3)-year warranty and technical support period covering both the delivered equipment and the delivered software in accordance with Section 16, counted from Project Completion.

3.10 Project Management

- Hold progress meetings at least every two (2) weeks and submit a written status report every month showing completed and planned activities, issues and risks, decisions required from WMSU and mitigation actions.
- Keep the assigned key personnel in place as committed in the personnel deployment matrix (Section 7 and Annex 7).
- Manage changes through the documented change-control procedure in Section 14.

IV. TECHNICAL SPECIFICATIONS AND PERFORMANCE PARAMETERS

4.1 General Technical Requirements

Req ID	Requirement
GEN-001	**Requirement language.** In Sections 4.1 to 4.5, "shall" denotes a mandatory requirement associated penalty, through the Statement of Compliance (Annex A, Item A-10), non-compliance with any such requirement renders the bid non-responsive. "Shall" obligations in the other sections of this TOR are contractual, guidance in the disciplines except the documents that Annex A requires. In the bid, "Should" and "preferred" denote desirable capabilities that are not mandatory and are considered only in the bidder's scheme, effective 10% Compliance Factors, compounded, presented by parameter in Section 4.5 (all other requirements carry an ID). The bidder shall respond to every Section 4.5 parameter and every other item are ID in the Statement of Compliance (Annex C, Part C-1).
GEN-002	**New and current.** All equipment, software and licenses shall be brand-new, unused and at the current commercially supported version of its lifecycle. Equipment shall be of a model in current production or transitional by its manufacturer not more than thirty-six (36) months before the deadline for submission of bids, and also remain supported by its manufacturer (parts, firmware and security updates) throughout the three (3) year warranty and support period.
GEN-003	**Completeness.** The bidder shall supply all assessments, cables, connectors, transceivers for equipment if supplied, mounts, brackets, power cords, licenses, consumables for initial deployment, labels and no-cost/time needed for a complete and operational Command Center, whether or not separately listed.

Req ID	Requirement
GEN-004	**Brand names and equivalents.** [illegible]
GEN-005	**Software licensing and support.** [illegible]
GEN-006	**Manufacturer documentation.** [illegible]
GEN-007	**Standards.** [illegible]
GEN-008	**Power.** [illegible]
GEN-009	**Warranty.** [illegible]
GEN-010	**Asset inventory.** [illegible]

4.2 Command Center Functional Requirements

When completed, the Command Center shall perform the following functions using the equipment and software in Subtasks 4.3 and 4.4 and the integrations in Section 4.5:

Req ID	Requirement
FUN-001	[illegible]
FUN-002	[illegible]
FUN-003	[illegible]
FUN-004	[illegible]

Req ID	Requirement
FUN-005	[illegible]
FUN-006	[illegible]
FUN-007	[illegible]
FUN-008	[illegible]
FUN-009	[illegible]
FUN-010	[illegible]
FUN-011	[illegible]
FUN-012	[illegible]

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

The tables below state the minimum specifications of each Component A line item. Each parameter is mandatory unless marked "Optional". Preferred parameters are not marked for responsiveness and are considered only in the technical scoring (Section 10). The bidder shall respond to every parameter of every item in the Statement of Compliance (Annex G, Part G-1), stating the actual value offered and the datasheet page.

4.3.1 Operator Workstation (Item A-1) – Flow (5) units

No.	Parameter	Minimum specification
1	Type	[illegible]
2	Processor	[illegible]
3	Memory	[illegible]
4	Storage	[illegible]
5	Graphics	[illegible]
6	Network	[illegible]
7	Ports	[illegible]
8	Security	[illegible]
9	Operating system	[illegible]

No.	Parameter	Minimum specification
10	Monitors	[illegible]
11	Peripherals	[illegible]
12	Power	[illegible]
13	Warranty	[illegible]
14	Energy and environmental certification	[illegible]

4.3.2 Supervisor Workstation (Item A2) – One (1) unit

No.	Parameter	Minimum specification
1	System unit	[illegible]
2	Monitors	[illegible]
3	KVM connection	[illegible]
4	Conference speakerphone	[illegible]
5	Warranty	[illegible]

4.3.3 Workstation UPS (Item A3) – Six (6) units

No.	Parameter	Minimum specification
1	Capacity	[illegible]
2	Topology	[illegible]
3	Output waveform	[illegible]
4	Runtime	[illegible]
5	Input voltage range	[illegible]
6	Transfer time	[illegible]
7	Protection	[illegible]
8	Outlets	[illegible]
9	Interface and indicators	[illegible]
10	Certification	[illegible]
11	Warranty	[illegible]

4.3.4 Office Productivity Suite – Microsoft Office (Item A4) – Six (6) licenses

No.	Parameter	Minimum specification
1	License type	Microsoft Office licenses, specified for backward compatibility and interoperability ISO/IEC 26300, RA 10905 (Sec. 19) three (3)-year Microsoft 365 education (academic) subscription that includes the installable desktop Microsoft Office applications provisioned under Microsoft's education licensing program for up to 10,000 qualifying legitimate learners, licensed with support for the latest ISO/IEC-26300, and provisioned under MNSU's office domain (and MNSU's standing tenant domain)
2	Applications	Microsoft Office, Word, Excel, PowerPoint and Outlook (latest stable desktop applications, bring-your-own-device, or similar, and relevant)
3	Installation	Desktop rights across the workstations and laptops/tablets
4	Cloud storage	At least 1 TB per licensed user, or pooled institutional storage of equivalent or greater total capacity
5	Collaboration	The [illegible] for secure file sharing, version history and file recovery, co-authoring, and [illegible]
6	Device access	[illegible]
7	Administration	[illegible]
8	Updates and support	[illegible]

4.3.5 Endpoint Detection and Response (EDR) (Item A5) – One (1) lot; six (6) workstations, the two (2) server hosts where the host operating system supports it, and every virtual machine running Command Center workloads

No.	Parameter	Minimum specification
1	Administration	Three (3) years, [illegible] licensed in MNSU's name, with support (24/7)
2	Protection	Real-time malware protection, behavior-based threat detection, ransomware detection and rollback, [illegible] automatic quarantine of suspicious activity
3	Response	Endpoint isolation, remote remediation, web protection, tamper protection
4	Management	Centralized web console, role-based access control, threat reporting and logging
5	Integration	Integration [illegible] API
6	Compatibility	The [illegible] operating system [illegible] under Section 4.3.1 for supported operating system versions and the guest operating systems of the Command Center virtual machines

4.3.6 Video Wall Display Panels (Item A6) – Eight (8) units, configured as a 2 (rows) x 4 (columns) array

No.	Parameter	Minimum specification
1	Screen size	55 inches (diagonal)
2	Panel type	Commercial-grade video wall LCD panel with LED backlight, IPS or VA
3	Native resolution	At least 1920 × 1080 per panel
4	Bezel/seam	[illegible]
5	Brightness	At least 500 cd/m² (nits)
6	Contrast ratio	At least 1,000:1 (typical)

No.	Parameter	Minimum specification
7	Viewing angle	[illegible]
8	Surface	[illegible]
9	Operating duty	[illegible]
10	Video inputs	[illegible]
11	Control interfaces	[illegible]
12	Wall functions	[illegible]
13	Mounting	[illegible]
14	Power	[illegible]
15	Wall arrangement	[illegible]
16	Warranty	Three (3) years from Project Completion
17	Local support	[illegible]

4.3.7 Video Wall Mounting System (Item A7) – Eight (8) sets

No.	Parameter	Minimum specification
1	Type	[illegible]
2	Adjustment	[illegible]
3	Load rating	[illegible]
4	Compatibility	[illegible]
5	Installation	[illegible]
6	Material and finish	[illegible]

4.3.8 Video Wall Controller (Item A8) – One (1) unit

No.	Parameter	Minimum specification
1	Type	[illegible]
2	Outputs	[illegible]
3	Inputs	[illegible]
4	IP decoding	[illegible]
5	Display functions	[illegible]
6	Control	[illegible]
7	Network	[illegible]

No.	Parameter	Minimum specification
8	Redundancy	[illegible]
9	Warranty	[illegible]

4.3.8 KVM Switch (Item A8) – One (1) unit

No.	Parameter	Minimum specification
1	Ports	[illegible]
2	Video	[illegible]
3	Peripherals	[illegible]
4	Switching	[illegible]
5	Warranty	[illegible]

4.3.10 Command Center Application Servers (Item A10) – Two (2) units

No.	Parameter	Minimum specification
1	Purpose	[illegible]
2	Form factor	[illegible]
3	Processor	[illegible]
4	Memory	[illegible]
5	RAID controller	[illegible]
6	Boot/OS storage	[illegible]
7	Data storage	[illegible]
8	Network	[illegible]
9	Management	[illegible]
10	Security	[illegible]
11	Power and cooling	[illegible]
12	Warranty	[illegible]

4.3.11 Server Operating System and Virtualization Licenses (Item A11) – One (1) lot

No.	Parameter	Minimum specifications
1	Coverage	[illegible]
2	Term	[illegible]

No.	Parameter	Minimum specification
3	Availability	[illegible]
4	Guard Monitoring	[illegible]

4.3.12 Video Management Software (VMS) (Item A12) – One (1) lot

No.	Parameter	Minimum specification
1	Licenses	[illegible]
2	Open platform	[illegible]
3	Viewing and investigation	[illegible]
4	Evidence export	[illegible]
5	Maps and health	[illegible]
6	Video wall	[illegible]
7	Clients	[illegible]
8	Access control and audit	[illegible]
9	Video analytics	[illegible]

4.3.13 Security Information and Event Management (SIEM) (Item A13) – One (1) lot

No.	Parameter	Minimum specification
1	Turnaround time	[illegible]
2	Collection	[illegible]
3	Detection	[illegible]
4	Alerting	[illegible]
5	Retention	[illegible]
6	Administration	[illegible]

4.3.14 IT Service Management (ITSM) / Service Desk (Item A14) – One (1) lot

No.	Parameter	Minimum specification
1	Tools and users	[illegible]
2	Deployment	[illegible]
3	Processes	[illegible]
4	Records	[illegible]
5	Service levels	[illegible]
6	User channels	[illegible]
7	Integration	[illegible]
8	Reporting	[illegible]

4.3.15 Vulnerability Management Scanner (Item A15) – One (1) lot

No.	Parameter	Minimum specification
1	Tools	[illegible]
2	License capacity	[illegible]
3	Scanning	[illegible]
4	Findings	[illegible]
5	Reporting and integration	[illegible]

4.3.16 Command Center Dashboard Platform (Item A16) – One (1) lot

No.	Parameter	Minimum specification
1	Data sources	[illegible]
2	Configured dashboards	[illegible]
3	Display	[illegible]
4	Access	[illegible]
5	Reporting	[illegible]
6	Software	[illegible]
7	Openness	[illegible]

4.3.17 SMS / E-mail Alert Gateway (Item A17) – One (1) unit, with SIM cards and first-year SMS load

No.	Parameter	Minimum specification
1	Type	[illegible]
2	SIM slots	[illegible]
3	Inputs	[illegible]
4	Functions	[illegible]
5	Integration	[illegible]
6	SIM cards	[illegible]
7	SMS load	[illegible]
8	Warranty	[illegible]

4.3.18 Control-Room Operator Consoles (Item A18) – Six (6) positions

No.	Parameter	Minimum specification
1	Arrangement	[illegible]
2	Frame	[illegible]
3	Work surface	[illegible]
4	Cable and power	[illegible]
5	Equipment bays	[illegible]
6	Monitor arms	[illegible]
7	Warranty	[illegible]

4.3.19 Heavy-Duty Ergonomic Operator Chairs (Item A19) – Six (6) units

No.	Parameter	Minimum specification
1	Construction and testing	[illegible]
2	Seat and back	[illegible]
3	Adjustments	[illegible]
4	Base	[illegible]
5	Warranty	[illegible]

4.4 Component B – Room Conversion and Facility Infrastructure

Req. ID	Requirement
Air Conditioning (RT)	
ACU-001	[illegible]

Req ID	Requirement
ACU-002	[illegible]
ACU-003	[illegible]
ACU-004	[illegible]
Room UPS (02)	
UPS-001	[illegible]
UPS-002	[illegible]
Electrical Works (03)	
ELE-001	[illegible]
ELE-002	[illegible]
ELE-003	[illegible]
Interior Finish and Classroom Conversion (04)	
FIT-001	[illegible]
FIT-002	[illegible]
FIT-003	[illegible]
FIT-004	[illegible]
FIT-005	[illegible]
Floor Carpet and Cable Management (05)	
FLR-001	[illegible]

Req ID	Requirement
FLR-002	[illegible]
FLR-003	[illegible]
Structured Cabling, Fiber Uplink and Racks (SC)	
CAB-001	[illegible]
CAB-002	[illegible]
CAB-003	[illegible]
CAB-004	[illegible]
Fire Detection and Clean Agent Suppression (FS)	
FS-001	[illegible]
FS-002	[illegible]
FS-003	[illegible]
FS-004	[illegible]
Environmental Monitoring (EM)	
ENV-001	[illegible]

4.5 Integration Requirements

Req ID	Requirement
INT-001	**Campus Network & Security NMS.** [illegible]
INT-002	**Campus Network & Security firewalls, switches and access points.** [illegible]
INT-003	**Campus Network & Security CCTV cameras and recorders.** [illegible]

Req ID	Requirement
INT-004	**Campus Network & Security RFID/CARD and access control.** Import access events and journal into the database and SIEM.
INT-005	**Campus Network & Security IP phone system.** Display call [illegible] and registration status, phone [illegible] interfaces (SNMP, API or syslog) [illegible]
INT-006	**Network connector at Room 4[illegible].** Connect the room [illegible] the switch ports and cabling provided under the Campus Network & Security [illegible] including all used 8 PoE+ ports, and [illegible] the 10 GbE ports on the Campus Network & Security distribution or core [illegible] configure the Command Center [illegible]
INT-007	**Campus Information Systems (Virtual and Infrastructure, Campus Information Systems sub-project) and existing University systems.** Configure service health checks and log collection for the Campus Information Systems and other University systems designated by MIS/IS.

Source systems and interfaces. The table below lists each system the Command Center Host integrates with and the interface the Supplier shall use. Product names are not needed for bidding; the Supplier shall integrate through the standard or documented interface listed. WMSU shall provide access, credentials and the interface documentation of each source system. Where a source system offers only a proprietary interface whose license is not available to the Supplier at no cost, the Supplier shall integrate through the standard interface listed for that system.

Source system	Data to be collected	Interface the Supplier shall use
Campus Network & Security network management system (NMS) — INT-001	Device status, alarms, [illegible] and performance data	Standard NMS API, SNMP v3 traps and syslog where the API does not provide the data
Campus Network & Security [illegible] gateway/firewalls — INT-002	Log [illegible] security events	Syslog [illegible] where available
Campus Network & Security switches, wireless controllers and access points — INT-003	Link and [illegible]	Syslog and SNMP traps; [illegible] through the primary controller
Campus Network & Security CCTV cameras and recorders — INT-003	[illegible] camera and recorder health	Check [illegible] recorder manufacturer's SDK only where a [illegible] does not support ONVIF
Campus Network & Security RFID system, CAMS, turnstiles, door harness and door locks — INT-004	Access [illegible]	Standard API or syslog
[illegible] CAMS	Credential [illegible] events	[illegible] CAMS, as supplied by the CAMS controller
Campus Network & Security IP phone system — INT-005	Call [illegible] and registration status	SNMP, documented API or syslog, where available
Campus Information Systems (Virtual and Infrastructure, Campus Information Systems sub-project) — INT-007	Service [illegible] and logs	HTTPS health checks, syslog or agent based log collection
Existing University systems designated by MIS/IS, including those used and in Annex 1.2 and Section V	Status, logs and events, as applicable	The interface listed above for the equivalent system

4.6 Security and Data Protection Baseline

Req ID	Requirement
SCC-001	Role-based access control (RBAC) for all Command Center systems with individual named accounts, least privilege, and multi-factor authentication for all administrator access, natively or through the directory or a gateway.
SCC-002	Audit logs of user and administrator activity over the CMS, SCTV, TTM, dashboard and servers, forwarded to the SCSV.
SCC-003	Encryption in transit (TLS 1.2 or higher) for multi-vendor links and APIs, encrypted at access control and rest in the subsystem.
SCC-004	Monthly vulnerability scans and quarterly patch compliance reports; removal of default accounts and passwords; time synchronization of all Command Center systems to a trusted, authorized time source (NTP or [illegible]).
SCC-005	Retention and disposal schedule for SCTV video, access logs, delivery logs and tickets configured in accordance with the WMSC Judicial retention policy and the Data Privacy Act of 2012 (RA 10173); purpose-bound use of CCTV and the Command Center.
SCC-006	Configuration baselines for all Command Center systems stored in a location designated by WMSU and tested for restoration.
SCC-007	Vulnerability scan of all Command Center systems before Project Completion, with Critical and High findings remediated.

V. DELIVERABLES AND ACCEPTANCE

5.1 Required Deliverables

The deliverables below are **contract deliverables** to be submitted by the winning bidder after receipt of the Notice to Proceed, on the dates indicated. They are **not required** in the bid. The documents required in the bid are listed in Annex A, Section 10.4 and Annexes C, D, F and G; where the bid contains a preliminary version of a document (for example, the schedule or training plan), the detailed version is the contract deliverable here.

No.	Deliverable	Due
1	Inception Report, updated requirements traceability matrix, RBAC Card chart, personnel deployment matrix and project risk register	M1
2	Detailed site survey report, structural and seismic assessment signed by a licensed Civil Engineer, floor-level connectivity, electrical load and PoE budgets and single-line diagram for each room identity	M1
3	Detailed engineering drawings, rack layout and elevations, cable routes, conduit and tray paths and sealed; mounting details, fire stop details and equipment and cable schedule plans	M1
4	Integrated design, security and data architecture diagrams, certificate and key management lifecycle, and network segmentation	M1
5	Delivery and installation report, including signed inventory and acceptance testing	M2 (≤ M5)
6	Cabling and fiber certification (including OTDR), wireless walk-testing and RF coverage heat maps	M2 (≤ M5)
7	Configuration records, test plans, and results, security validation and vulnerability scan report	M4 (≤ M5)
8	Command Center Operations Manual, including guard shift operating procedures for monitoring, incident handling, escalations, CCTV footage requests and shift turnover	M3
9	User and administrator manuals, training materials, attendance records and Training Completion Report	M9

No.	Deliverable	Due
10	As-built plans (architecture, electrical, mechanical, fire protection and low voltage), rack elevations, cable schedules, IP address and IP/Mac-to-Port documentation	[illegible]
11	Turnover package (turnover certificates, keyboard and/or installation, warranty certificates, administrator credentials, configuration backups, support contacts and escalation matrix)	[illegible]
12	Final Project Report documenting implementation, lessons learned, outstanding items and acceptance status	[illegible]
13	Monthly status reports and minutes of progress meetings	[illegible]

5.2 Documentation and Turnover

- Final documents shall be submitted in editable native formats and in searchable PDF, with one (1) printed copy of the Operations Manual and as-built plans.
- As-built documentation shall reflect the actual installation, equipment locations, rack elevations, cable identifiers, patching, IP addressing, VLANs and configuration.
- WMSU shall receive complete administrative access and the documentation needed to operate, manage, maintain and audit the Command Center without undue dependence on the supplier.

5.3 Acceptance Conditions

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 4, each demonstrated in testing.
- All test results, certificates, manuals, licenses, warranties, configuration records and training outputs are submitted every test in the Acceptance Test Matrix (Section 17.4) has passed, and user acceptance testing is signed off by MISTO.
- No Critical or High defect or pulse stability remains open. Medium and Low items are listed in a punch list with an agreed correction schedule.
- The cabling and the floor capacitors been inspected by MISTO and found in order, neat and clean (Section 4.4, FLR-001 to FLR-003).
- Deliveries are inspected by the AMSU Inspection and Acceptance Committee against the contract and this TOR and recorded in the Inspection and Acceptance Report (IAR); equipment is recorded in Property Acknowledgment Receipts (PAR) or Inventory Custodian Slips (ICSs) as applicable.
- WMSU issues a Certificate of Completion after the conditions above are met.

VI. CONTRACT DURATION AND IMPLEMENTATION SCHEDULE

The contract shall be completed within **one hundred eighty (180) calendar days** from receipt of the Notice to Proceed (NTP). The three (3)-year warranty and support period (Section 16) starts on the date of Project Completion and is in addition to this period.

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 phases, activities, durations, dependencies, milestones and assigned personnel. The schedule shall meet the following milestones:

No.	Milestone	Completed by
M1	[illegible]	NTP + 30
M2	[illegible]	NTP + 90
M3	[illegible]	NTP + 120
M4	[illegible]	NTP + 150
M5	[illegible]	NTP + 180
M6	[illegible] Project Completion	[illegible]

WMSU shall review and approve or return with comments, each design submission within five (5) working days of receipt. Delay in WMSU review beyond this period extends the affected milestones by the same number of days.

Dependencies on other subcontracts. Where a dependency listed in Section XII is not available by its date in the approved schedule, the affected milestones are extended day for day. If the Campus Network & Security or Virtualized Infrastructure Campus Information Systems subcontract is not awarded, late, or has not delivered the dependency by NTP + 150, WMSU shall connect Room 401 through the existing campus network and make the existing equivalent University systems available. The Supplier shall complete the affected tests on those systems at no additional cost, and Project Completion shall not be delayed. Integration with the new components is then completed under Section 12 during the warranty and extension period.

Works that generate noise, dust, or power interruptions in the High School Building shall be scheduled in coordination with DHSS, so that classes and offices are not disrupted. Where works affect live University systems, they shall be performed within maintenance windows agreed with WMSU.

VII. MINIMUM KEY PERSONNEL

The bidder shall assign named key personnel to the positions below for the duration of the implementation period. Positions marked Core are essential to technical evaluation; positions marked Non-core are required but carry less weight in the rating under Criterion 7 (Section 12.4.7). The minimum qualifications are mandatory for the position to be counted; the preferred qualifications are considered in the rating.

Tab Ref.	Position	Class	Minimum qualifications	Preferred qualifications
[illegible]	Project Manager	Core	Bachelor's degree in engineering, IT, computer science, or a related field; at least three (3) years of ICT project management; Project Manager of at least one (1) new or completed project	PMP, PRINCE2 or equivalent certification; at least eight (8) years of experience

Tab No.	Position	Class	Minimum qualifications	Preferred qualifications
KP-02	Network and Security Engineer	Core	[illegible]	Professional-level network or security certification; experience deploying NGFW or SOC tools
KP-03	Video Wall / VMS Engineer	Core	[illegible]	Manufacturer training certificate on the offered VMS or video wall controller; audio visual certification (CTS or equivalent); at least five (5) years in commercial access or video surveillance projects
KP-04	Electrical Engineer	Core	PRC-licensed Professional Electrical Engineer; or Registered Electrical Engineer within the limits of RA 7920; [illegible] at least five (5) years of experience	Professional Electrical Engineer; experience in UPS and critical-power installations
KP-05	Systems Integration / Software Engineer	Non-core	BS in CS, IT or a related field; at least five (5) years of experience in systems, virtualization and API integration	Certification in virtualization, container or MANO on the offered products
KP-06	Civil Engineer or Architect	Non-core	PRC-licensed Civil Engineer or Architect; at least five (5) years of experience; [illegible] shall be signed by a licensed Civil Engineer	[illegible] or laboratory fit-out
KP-07	Safety Officer	Non-core	Safety Officer qualified per the [illegible] Standards Manual (RA 11058) and the [illegible]	DOLE-accredited Safety Officer [illegible] Hour BOSH training; [illegible]

7.1 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-07 and stating the page numbers in the bid where that person's supporting documents are found, the preferred qualification field, if any, and, for each Core position, any named alternate (subject to 7.2).
- **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. The PMO shall not assign persons to positions on the bidder's behalf.
- **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; any other positions shall be treated as not proposed.
- **Supporting documents per person, filed behind a tab marked with the position's tab number (KP-01 to KP-07):** signed CV; diploma or transcript of records; PRC ID or certificate of registration (KP-04, KP-06); certifications, where held (KP-01, KP-02, KP-03, KP-05); proof of Safety Officer qualification (KP-07);

certificate of employment or contract with the bidder, signed commitment letter covering the implementation period.

- **Personnel deployment matrix.** One matrix per bid showing the on-site presence of each key person across the 180 calendar days.
- **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) installers, including at least one (1) technician trained in copper and fiber certification testing. A holder of a TESDA NC II in Computer Systems Servicing or Electrical Installation and Maintenance is preferred.
- **Substitution after award** requires the prior written approval of WMSU, with a person of equal or better qualifications.

VIII. APPROVED BUDGET FOR THE CONTRACT (ABC)

The ABC for this sub-project is **₱19,609,817.52**, 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 a complete and operational Command Center.

- 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 term (Buyer warranty and support period, licensed, subscriptions, software maintenance and support entitlements) shall be included in the bid price.
- The bid price shall include the SIM cards and twelve (12) months of SMS load for the alert gateway (Section 4.1.17). SMS load after the first year is for the account of WMSU.
- The ABC is based on the University's market research (published price lists, supplier quotations and government procurement references), documented in the Market Research Report, on file with the BAC Secretariat. It is computed at prevailing market rates, inclusive of VAT, delivery to Zamboanga City and a normal supplier margin. The equipment normally sourced abroad — the video wall panels and mounts, the video wall controller, the servers, the KVM switch, the uninterruptible power supplies and the fire suppression system — the estimates carry an allowance for international and local freight, insurance, customs duties, brokerage fees and import value-added tax, so that the ABC reflects the cost delivered and installed at Room 401 rather than a foreign list price.

The ABC covers the following line items:

Item	Description	Qty
Component A – ICT Equipment, Software and Furniture		
A1	Operator workstations (with two 27-inch monitors each)	5 units
A2	Supervisor workstation (with three 27-inch monitors and USB conference speaker/phone)	1 unit
A3	Workstation UPS, 1,500 VA line-interactive, pure sine wave	6 units

Item	Description	Qty
A4	Microsoft Office licenses, 3-year education (academic) subscription	6 licenses
A5	Endpoint detection and response (EDR), 3-year subscription	1 lot
A6	Video wall display panels, 55-inch, bezel-to-bezel not more than 2.5 mm, 24/7 operation (2 x 4 units)	6 units
A7	Video wall mounting system	8 sets
A8	Video wall controller with IP stream (decoding and wall management software)	1 unit
A9	Agent KVM switch	1 unit
A10	Command Center application servers	2 units
A11	Server operating system and virtualization (or less)	1 lot
A12	Video management software (VMS), 152 channels, 3-year software maintenance	1 lot
A13	Security information and event management (SIEM), 3-year subscription	1 lot
A14	IT service management (ITSM), service desk, 10 nodes or 10 concurrent agents, 3-year subscription	1 lot
A15	Vulnerability management scanner, 3-year subscription	1 lot
A16	Command Center dashboard platform (software, connectors and configuration)	1 lot
A17	SMS / e-mail alert gateway, with 2 SIM cards and 12 months of SMS load	1 unit
A18	Control room operator consoles with monitor arms	5 positions
A19	Heavy-duty ergonomic operator chairs	6 units
Component B – Room Conversion and Facility Infrastructure (Room 401, 63 sqm)		
B1	Air-conditioning units, 2.5 TR floor-mounted Hushcraft type (2 duty + 1 standby)	3 units
B2	Room UPS, 10 inch on-line double-conversion, with extended battery	1 unit
B3	Electrical works	1 lot
B4	Interior fit-out and downward conversion (ceiling) and/or replace ceiling tiles	1 lot
B5	Floor payout and safety cable management	1 lot
B6	Wire-based cabling, floor cable cable management and cable	1 lot
B7	Fire detection and clean agent fire suppression system	1 lot
B8	Environmental monitoring sensors	1 lot
Component C – Implementation Services, Warranty and Support		
C1	Project management	1 lot
C2	Detailed engineering design and as-built plans	1 lot
C3	Installation, configuration and security hardening	1 lot
C4	Systems integration services	1 lot
C5	Testing, commissioning and user acceptance testing	1 lot
C6	Training and knowledge transfer (Courses T1–T4 and refreshers)	1 lot
C7	Three (3)-year warranty and technical support services	1 lot
	TOTAL – APPROVED BUDGET FOR THE CONTRACT (ABC): PHILIPPINE 55	

Detailed minimum specifications for each line item are in Section 4. The item numbers above are used throughout this TOR, the Statement of Compliance (Annex C) and the Financial Proposal.

IX. SUBMISSION AND RECEIPT OF BIDS

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 (divider sheets with protruding labels)** for every document, labeled with the item numbers of Annex A (A-01 to A-10), followed by tabs for the scored evidence, labeled with the sub-criterion references 1.1 to 6.7 of Section 10.4 (the same references used in Annex C, Part C-2), tabs KP-01 to KP-07 for key personnel (Annex D) and tabs RJ-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, E and G shall use these page numbers.
- Manufacturer brochures and statements should be highlighted or marked at the specification that proves compliance with the referenced requirement (5).
- The eligibility documents (first envelopes) and the financial component (second envelope) shall **likewise** each have a table of contents, tabs following the order of the eligibility and financial sheets listed in the Bidding Documents, and consecutive page numbers. The **Financial Proposal** shall follow the line items and item numbers of Section 8 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 refers have point. A document that is in the bid but not referenced may be overlooked, and the bidder bears that risk. Where a document is required in a specific item (Annex D, E or G), the rules of that annex apply.

X. BID EVALUATION AND CRITERIA

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 Quality component using the criteria, evidence and rating rules below and shall submit its findings and scores to the BAC. The BAC shall evaluate the Price component.

10.1 Quality-Price Weighting

Component	Weight	Evaluator	Basis
Quality	50%	Technical Working Group	Quality Score out of 100 (Sections 10.2 to 10.4)
Price	50%	Bids and Awards Committee	Price Score out of 100 (Section 10.5)
TOTAL	100%	BAC, with TWG Quality Scores	MEARB Score (Section 10.6)

10.2 Quality Criteria, Maximum Points and Rationale

The Quality Score is made up of eight (8) criteria totaling 100 points. The criteria are grouped as **Solution criteria**, which rate what is being offered for this facility, and **Bidder criteria**, which rate who will deliver and support it. The Solution criteria carry 60 points and

The Bidder criteria 40 points. The criteria are listed in descending order of maximum points, among the Bidder criteria, which carry equal weight. After-Sales Support is placed last because it alone rules obligations falling due entirely after delivery.

No.	Criterion	Max. Points	What is assessed
1	**Technical Quality of Equipment**	20	Quality, grade, reliability and documentation of the Computer Hardware, Network Equipment, Peripherals
2	**Software Packages**	10	Capability, licensing and compliance of the Computer A software, Network Engineer
3	**Connectivity and Integration**	10	Bandwidth, latency and bandwidth into the Command Center and the design, testing and documentation of every interface to the other sub-projects and existing University systems
4	**Security and Data Protection**	10	Access control, audit logging, encryption and backup, and data privacy (RA 10173) in the proposed design, above the minimum level in Section 3.5
5	**Methodology**	10	Evidence that the proposal covers requirements gathering, planning, change management, risk management and QA/QC for the project
6	**Bidder Completed Projects**	10	The number of similar completed projects of comparable scale, in public sector ICT, and their relevance and client satisfaction
7	**Key Personnel**	10	Qualifications, experience and availability of the proposed Project Manager and Junior IT
8	**After-Sales Support (training included)**	10	Warranty, training, spare parts, remote and on-site support, local support presence, including a technical support personnel [illegible]
	TOTAL	**100**	

10.2.1 Rationale for the Weights

The weights were set by the Technical Working Group from the risk and the budget share of each part of the sub-project. The Bidder criteria are fixed at 10 points each so that a bidder's track record, people and partner commitments are judged on the same yardstick.

No.	Criterion	Points	Why the weight
1	**Technical Quality of Equipment**	20	The largest single criterion, because equipment and facility works are about 60% of the ABC and are the hardest things to change after delivery. A bidder with a strong or specialist proposal is rewarded here, and a weak one loses ground on the main item.
2	**Software Packages**	10	The software is what makes the room a Command Center rather than a room with screens. It is about 8% of the ABC, and a wrong choice means the University is locked into a product it did not pick, or must replace it early.

No.	Criterion	Points	Why this weight
3	**Connectivity and Integration**	15	Integration carries the heaviest technical risk in this sub-project. The Command Center supplies, almost none of the devices it monitors, its value depends entirely on working interfaces to the Campus Network & Security, and Vehicular Infrastructure Campus Information Systems sub-projects and to existing University systems. A facility that cannot pull data is unusable, however good its equipment. For this reason the criterion is weighted equal to the software it connects.
4	**Security and Data Protection**	15	DCT's backups, system logs and security events are personal data under the Data Privacy Act of 2012 (RA 10173). A weak design exposes the University to legal liability that no amount of equipment quality can offset. Weighted at 15 because the material is sensitive to Section 4 in a way that makes the worst outcome. The criterion rates the design across that sensitive.
5	**Methodology**	10	7 and Bidder weight. The worst cut for 18% rainfall days on the fourth floor of an occupied school building, so sequencing, designed the equipment and quality control details whether the project finishes on time and without harm to classes. The criterion rates value for designation installation — the work breakdown structure, the Gantt chart, the system architecture diagram and the rollout recognition — because a methodology that cannot be drawn has not been thought through.
6	**Similar Completed Projects**	10	7 and Bidder weight. Documented similar completed projects are the most [illegible] that a bidder can supply before a command center, as opposed to describing one on paper. Sub-criterion [illegible] that quality [illegible] Section 10.2 so that the rating rests on a verifiable number rather than a judgment.
7	**Key Personnel**	10	7 and Bidder weight. The named project manager, engineers and [illegible] determine whether the methodology on paper is actually carried out. Business and certificates are verifiable in prior particulars.
8	**After-Sales Support (training included)**	10	7 and Bidder weight. Given the three (3) year warranty and support and the training of the Ratyonnas (22) University personnel [illegible] Bidder [illegible] support presence and training are all services performed after installation over [illegible] the same [illegible] as they are [illegible] other criteria. A substantial share of the criterion [illegible] is the only [illegible] obligations that fall due entirely after delivery.

Why 60 / 40 between Solution and Bidder criteria. The Solution criteria rate a facility that WMSU will operate for years as they carry them equally of the points. The Bidder criteria rate the capability of the bidder and are therefore held at equal weights, keeping them at 40 points presents a technically attractive offer from a bidder that cannot deliver or support it from outscoring a sound offer from a capable bidder.

Why quality is weighted 60% and price 40%. Under Section 31 of RA 12009, the price proposal is given a weight of not less than fifteen percent (15%) and not more than forty percent (40%). The Procuring Entity has set price at the maximum weight the law allows, so that price exerts the greatest influence permitted while still ensuring that a bid which cannot meet the technical requirements of a continuously operating facility is not awarded on price alone. Under the New Government Procurement Act, the weights for the technical and financial aspects are determined by the Bids and Awards Committee upon the recommendation of the End-User Unit, this Terms of Reference records that recommendation.

10.2.2 Sub-criteria and Weights

Each criterion is divided into the sub-criteria below. Each sub-criterion is rated under Section 10.3, and the ratings of the sub-criteria determine the points earned on the criterion, up to the maximum points of the criterion stated in Section 10.2.

Ref.	Sub-criterion	Items covered
Criterion 1 — Technical Quality of Equipment: 20 points		
1.1	Video wall system	A2, A7, A8, A9
1.2	Command Center servers	A10
1.3	Workstations and monitors	A1, A3
1.4	Power protection	A4, B2
1.5	Cooling	B1
1.6	Fire protection and environmental monitoring	A5, B6
1.7	Rack cabinets	A11
1.8	Installation and cable workmanship	A16, A13, B6, A6 (cables), and PEUM1
Criterion 2 — Software Packages: 10 points		
2.1	Video management software	A12
2.2	Security information and event management	A13
2.3	Dashboard platform and alerting rules over mesh	A14
2.4	IT service management	A15
2.5	Identity and access management	A16
2.6	Analytics and reporting	A9
2.7	Business KPI, visualisations and predictive analytics	A17, A8
Criterion 3 — Connectivity and Integration: 15 points		
3.1	Bandwidth and capacity vs. requirements	—
3.2	Uplink to the data center	—
3.3	Room cooling and UPS runtime (B2)	—
3.4	Power protection of critical network equipment	—
3.5	Integration design with the other subsystems and existing systems	—
3.6	Integration testing, documentation and runbooks	—
Criterion 4 — Security and Data Protection: 15 points		
4.1	Access control and authentication	—
4.2	Audit logging	—
4.3	Encryption and hardening	—
4.4	Data privacy (RA 10173)	—
Criterion 5 — Methodology: 10 points		
5.1	Site-specific approach for Phase A2 (B3, B6)	—
5.2	Work plan, schedule and design documentation	—
5.3	Risk and dependency management	—
5.4	QA/QC, testing and acceptance	—

Ref.	Sub-criterion	Items covered
Criterion 5 — Similar Completed Projects: 10 points		
5.1	[illegible]	—
5.2	[illegible]	—
Criterion 7 — Key Personnel: 10 points		
7.1	[illegible]	—
7.2	[illegible]	—
7.3	[illegible]	—
Criterion 8 — Who does support training exceedingly: 10 points		
8.1	[illegible]	—
8.2	[illegible]	—
8.3	[illegible]	—
8.4	[illegible]	—
8.5	[illegible]	—
8.6	[illegible]	—
8.7	[illegible]	—

10.3.3 References Supporting the Evaluation Approach

Matter	Reference
Use of NCASD and the quality-price ratio	[illegible]
[illegible]	[illegible]
Weights set by the BAC or the recommendation of the End-User Unit	[illegible]
[illegible]	[illegible]

10.3 Rating Method and Rules

- **Responsiveness first.** Only bids that pass every item of Annex A (Mandatory Technical Responsiveness Checklist) are rated. A bid that fails any Annex A item is declared not responsive and is not scored.
- **Rating scale.** Each sub-criterion is rated on a four-level scale — 4 (Excellent), 3 (Very Satisfactory), 2 (Satisfactory), or 1 (Poor) — using the descriptors in Section 10.4.

Score	Rating	What the rating means
4	Excellent	[illegible]
3	Very Satisfactory	[illegible]
2	Satisfactory	[illegible]

Scale	Rating	What the rating means
1	Poor	The [illegible] addressed only at the lowest level, with little or generic evidence, or nothing usable is given.

- **Points.** Points for a sub-criterion = Sub-criterion Weight × Rating ÷ 4, rounded to two (2) decimal places, where the Sub-criterion Weight is the share of the criterion's maximum points assigned to that sub-criterion. The sub-criterion weights are fixed by the TWG before the opening of bids and are applied equally to every bidder. Points for a criterion = sum of its sub-criterion points. A sub-criterion rated Excellent earns its full weight, rated Very Satisfactory three-quarters of it, rated Satisfactory one-half, and rated Poor one-quarter. The ratio of fixed points per rating is used the rating in the proportion of the weight awarded.
- **Quality Score** = sum of the points for the eight (8) criteria (maximum 100.00), to two (2) decimal places. A bid rated Excellent on every sub-criterion scores 100.00; rated Very Satisfactory throughout, 75.00; rated Satisfactory throughout, 50.00; rated Poor throughout, 25.00.
- **Minimum passing Quality Score.** A bid with a Quality Score below 70 shall be rated as failing and shall not proceed to the price evaluation. A bid rated Very Satisfactory on every sub-criterion (earning 75.00) or Satisfactory throughout (50.00) clears it.
- **Objective evidence.** Wherever a requirement of the Terms of Reference is countable or measurable, the descriptors in Section 10.1 state the count or the measure that each rating requires — the number of listed performance scenarios, the number of unique features, the number of integrations designed and tested, the number of trained staff per projects, the hours and days of the service levels and training courses, and the number of named personnel holding a preferred qualification. The TWG shall record the count or measure found on the B.1 sheet, and the rating shall follow it. Where the count supports a higher rating but the qualitative elements also called for that rating are not established, the lower rating applies and the reason is recorded.
- **Evidence only.** Only documents submitted with the bid, and clarifications permitted by the Bidding Documents, shall be considered. A rating shall not be higher than the evidence supports. Where evidence for a level is incomplete, the TWG shall assign the highest level that is fully supported and record the reason.
- **Statement of Compliance and Technical Offer.** The bidder shall answer every row of Annex C, Part C-1 for every requirement of Sections 4.1 to 4.6, and Part C-2 for every listed parameter, service feature, deployment element and support item of Section 10.4, stating what is offered and the page of the technical component where the evidence is found. Criterion 6 is assessed in Annex E, Criterion 7 in Annex D, and the service levels and preventive maintenance of sub-criteria 8.2 and 8.3 in Annex G-2. The TWG reads each sub-criterion from those answers, as far as the pages cited prove them, together with any other evidence in the bid. A row left unanswered is read from whatever other evidence the bid contains.
- **Collegial evaluation.** The TWG evaluates the bids as a collegial body, in session, with all six (6) members voting. Bids will be opened. For each bid, the members review the evidence together and decide the rating of each sub-criterion by majority vote of the members present, provided that a majority of all TWG members (at least four (4) of six (6)) is present. The Chairperson votes as an ordinary member and has no casting vote. Bid-level rating sheets are prepared. The rating, the

number of votes for each rating, the evidence and page references, and the reasons of any dissenting member are recorded on the Bid Collegial Rating Sheet and in the minutes, which form part of the TWG report signed by all members present and endorsed to the BAC.

- **Resolving a tied vote.** Because the TWG has an even number of voting members, a vote may be evenly divided. A tie shall be resolved as follows, and the step that resolved it shall be recorded in the minutes: (a) the members shall re-examine the specific evidence in dispute and the wording of the descriptor concerned, and vote a second time; (b) if the second vote is still tied between two ratings, the members shall consider whether an intermediate rating is supported by the evidence and, if it is, adopt it; (c) if the vote remains tied after the second vote and no intermediate rating applies, **the lower of the two tied ratings shall prevail.** The lower rating prevails because a rating must be as likely supported by evidence in the tied, where the TWG is evenly divided, the higher rating has not been established and the University does not credit a bidder in its points its evidence has not proven. This rule is fixed in advance, applies to every bidder and every sub-criterion alike, and leaves no discretion to any individual member. An intermediate rating under (b) is available only where the two tied ratings are not adjacent on the four-level scale.
- **Same yardstick.** The same descriptors, evidence standard and checklist order apply to every bidder. Nothing outside this TOR and the Bidding Documents shall be used as a criterion.
- **Similar project and SLCC.** A similar project is a completed command center, network operations center (NOC) or security operations center (SOC), CCTV or video surveillance, or data center project. The Single Largest Completed Contract (SLCC) used for eligibility shall be a similar project with a contract value of at least fifty percent (50%) of the ABC, completed within the period prescribed in the Bidding Documents, unless the Bidding Documents allow otherwise. For Criterion 6, the project used as the SLCC may be listed and counted. Additional projects are counted only if they are related to a command center (a similar project as defined above), have a contract value of at least twenty-five percent (25%) of the ABC, were completed within five (5) years before the deadline for submission of bids, and are supported by the following documents: copy of the Notice of Award (NOA), copy of the Purchase Order or contract, certificate of acceptance or completion issued by the client, copies of invoices or official receipts, and the client satisfaction certificate, if any. A project lacking any of the first four documents is not counted; the client satisfaction certificate is used only for sub-criterion 6.2. For Criterion 6, a project counts only where the bidder, or a partner of a permanent bidder, was the prime contractor or a partner of the joint venture that held the contract; subcontracts do not count.

10.4 Rating Descriptors and Required Evidence

The descriptors below are the basis of the rating of each sub-criterion. The bidder states what it offers under each sub-criterion in the rows of Annex C, Part C-2, which carry the same references as the descriptors below (Criterion 6 in Annex E, Criterion 7 in Annex D, and sub-criteria 8.2 and 8.3 in Annex G-2) and cites there the pages of the technical component holding the evidence. Where a descriptor lists several elements, all elements are required for that rating. Where a rating depends on a count of listed parameters or features, only those listed for the group are counted, and each must be shown in the manufacturer's documentation. A descriptor at rating 4 states what must be shown in addition to everything required at rating 3.

10.4.1 Criterion 1 — Technical Quality of Equipment (maximum 20 points)

Criterion 1 rates the physical equipment of Components A and B in eight (8) equipment groups. Component C consists of services, which are rated under Criterion 5 (Methodology), Criterion 7 (Key Personnel) and Criterion 8 (After-Sales Support, which includes training). Software is rated under Criterion 2. Electrical works and interior fit-out (B3, B4) are works rather than equipment and are rated under Criterion 6. Weights follow the importance of each group to Command Center operation and its share of the equipment budget.

Evidence to be submitted: manufacturer datasheets for every manufactured item in each group (shop drawings or a signed specification sheet for locally fabricated consoles), highlighted against Section 4, the Statement of Compliance (Annex C, Part C-1), and the listed parameters exceeded, with the values offered, in Annex C, Part C-2 (rows 1.1.1 to 1.8.4).

Ref	Equipment group	Items	Parameters that count as "exceeding" the specification
1.1	Video wall system	A2, A7, A8, A9	Bezel-to-bezel of 0.5 mm or less; brightness of at least 700 nits; and [illegible]
1.2	Command Center servers	A10	[illegible]
1.3	Workstations and monitors	A3, A7	[illegible]
1.4	Power protection	A2, B2	[illegible]
1.5	Cooling	A6	[illegible]
1.6	Fire protection and environmental monitoring	A7, B6	[illegible]
1.7	Alert gateway	A17	[illegible]
1.8	Furniture and room hardware	A18, A19, B5, A6 (cooling and PID, etc.)	[illegible]

Rating scale applied to each equipment group. The count is of the parameters listed above for that group, each shown in the manufacturer's datasheet.

Scale	Rating	Requirement
4	Excellent	Every offered item in the group meets all core features in Section 4 and exceeds them on at least three (3) of the parameters listed for the group, as shown in the manufacturer's datasheets. Datasheets compare for all items in the group.
3	Very Satisfactory	Every item meets all core features and exceeds them on exactly two (2) of the listed parameters. Datasheets compare for all items in the group.
2	Satisfactory	Every item meets all core features and exceeds them on exactly one (1) listed parameter. Datasheets compare for all items in the group.
1	Poor	Every item meets all core features without exceeding any listed parameter, or datasheets are absent, illegible, or contain claims that cannot be substantiated from other documents of the bid, or quality of manufacturer appears at the group level to be substantially less than the procurement requires.

16.4.2 Criterion 2 — Software Packages (maximum 50 points)

Criterion 2 rates the software of Consortium A in seven (7) groups. Weights follow each package's role in Command Center operation.

Evidence to be submitted: licence schedules showing quantities, terms, licensor and support entitlement; feature sheets, API and integration documentation; and the value features included in the bid price, keyed to Annex C, Part C.2 (rows 2.1.1 to 2.7.2).

Ref.	Software group	Weight	Value features that count toward the rating
2.1	Video management software	[illegible]	Video analytics (motion, loitering, intrusion, tailgating, abandoned object) at least 100 streams (100 + 25% growth); failover clustering over multiple nodes; role-based display of cameras and events in command clients.
2.2	Security information and event management	[illegible]	Log and entity behavior analytics; online retention of at least [illegible]; graphical mapping of detections to a recognised asset inventory.
2.3	Hardened platform and integration gateway	[illegible]	[illegible] connectors for REST API, SNMP and syslog; data diode; replay over simulation scenarios against
2.4	IT service management	[illegible]	Configuration management database (CMDB); at least twenty-five (25) native or fleet IT connector agents; mobile app; change approval workflows; service-level dashboards.
2.5	Vulnerability management	[illegible]	Scheduled and on-demand scanning; agent-based scanning.
2.6	Endpoint detection and response	[illegible]	Managed threat hunting or managed detection and response; telemetry retention of at least [illegible] days; identity threat detection.
2.7	Server OS, virtualisation and patch-delivery suite	[illegible]	High availability, clustering with live migration; built-in backup or replication; [illegible] beyond the minimum.

Rating scale applied to each software group. The column is of the value features listed above for that group, each included in the bid price.

Scale	Rating	Requirement
4	Excellent	The software meets all core features in Section 4.2 and at least three (3) of the value features listed for the group are included in the bid price, as shown in the datasheet. [illegible]
3	Very Satisfactory	Meets all core features and exactly two (2) listed value features are included in the bid price.

Scale	Rating	Requirement
2	Satisfactory	[illegible]
1	Poor	[illegible]

10.4.3 Criterion 3 — Connectivity and Integration (maximum 15 points)

Criterion 3 rates both the connectivity that carries data into the Command Center and the integration that makes that data usable. Integration carries the heaviest technical risk in this sub-project: the Command Center supplies almost none of the devices it monitors and depends on working interfaces to the Campus Network & Security and Virtualized Infrastructure, Campus Information Systems sub-projects and to existing University systems. A facility whose interfaces fail delivers no value, however good its equipment.

Evidence to be submitted: room network and cabling design, bandwidth computation, uplink and fiber route design, cross-connection design for room network equipment, cable and fiber test plan, interface-by-interface integration design, routing protocols, data exchanged and credentials owner, integration test survey, sample interface documentation. Each element of the descriptors below is detailed in Annex C, Part C.2 (rows 3.1.1 to 3.3.5).

Scale	Rating	Descriptor
3.1 Bandwidth and capacity computation		
4	Excellent	[illegible]
3	Very Satisfactory	[illegible]
2	Satisfactory	[illegible]
1	Poor	[illegible]
3.2 Uplink to the data center		
4	Excellent	[illegible]
3	Very Satisfactory	[illegible]
2	Satisfactory	[illegible]
1	Poor	[illegible]
3.3 Room cabling and certification (5%)		
4	Excellent	[illegible]
3	Very Satisfactory	[illegible]
2	Satisfactory	[illegible]
1	Poor	[illegible]

Scale	Rating	Descriptor
3.4 Power protection of room network equipment		
4	Excellent	Room network equipment in the room UPS, supplied by a runtime computation of the [illegible] load, **with dual-corded equipment fed from separate PDUs and the UPS alarms integrated with the environmental monitoring (EMV-[illegible]).**
3	Very Satisfactory	Room network equipment in the room UPS, supplied by a runtime computation of the [illegible] load.
2	Satisfactory	Room network equipment on the room UPS, without computation.
1	Poor	General supplying [illegible] is not addressed.
3.5 Integration design with the other sub-projects and existing systems		
4	Excellent	Interface [illegible] design covering every integration in Section 4.1 (INT-001 to INT-007), naming for each the protocol or API, the data exchanged, the credentials owner and the fallback where a [illegible] system is not [illegible] **and in addition** naming for each interface the WMSU and supplier owners, **identifying any data-sharing agreement required, and sequencing each interface against the** [illegible] **of the** [illegible] **program.**
3	Very Satisfactory	Interface [illegible] design covering every integration in Section 4.1 (INT-001 to INT-007), naming for each the protocol or API, the data exchanged, the credentials owner and the fallback where a [illegible] system is not [illegible].
2	Satisfactory	Design [illegible] **fallback** [illegible] **generic or [illegible] ownership.**
1	Poor	Integration [illegible] **or** [illegible] **integration in Section 4.1 not addressed** [illegible] **integration left to be defined after award.**
3.6 Integration testing, documentation and turnover		
4	Excellent	Test cases for every interface in the plan [illegible] and [illegible] interface documentation, [illegible] **and in addition a witnessed integration test with WMSU and the contractors of** [illegible] **and an interface register** [illegible] **in editable form.**
3	Very Satisfactory	Test cases for every interface in the plan [illegible] and [illegible] interface documentation, [illegible] **and** [illegible]
2	Satisfactory	Test cases for every interface in the plan [illegible].
1	Poor	[illegible] **integration will be** [illegible] **or not addressed.**

10.4.4 Criterion 4 — Security and Data Protection (maximum 10 points)

Criterion 4 rates the bidder's proposed security and data protection design, not the product capabilities already made mandatory by Section 6.6.

Evidence to be submitted: security and data protection design, sample role-based access matrix, description of audit logging, encryption and hardening settings, proposed retention and disposal settings, privacy notice templates. Each element of the descriptors below is answered in Annex C, Form C-2 (lines 4.1.1 to 4.4.3).

Scale	Rating	Descriptor
4.1 Access control and authentication		
4	Excellent	Role-based access [illegible] viewing VMS live, playback and export, the [illegible] **and in addition** [illegible] **authentication for every user, written** [illegible] **and a documented quarterly access review.**

Scale	Rating	Descriptor
5	Very Satisfactory	[illegible]
3	Satisfactory	[illegible]
1	Poor	[illegible]
4.2 Audit logging		
4	Excellent	[illegible]
3	Very Satisfactory	[illegible]
2	Satisfactory	[illegible]
1	Poor	[illegible]
4.3 Encryption and hardening		
4	Excellent	[illegible]
3	Very Satisfactory	[illegible]
2	Satisfactory	[illegible]
1	Poor	[illegible]
4.4 Data privacy (RA 10173)		
4	Excellent	[illegible]
3	Very Satisfactory	[illegible]
2	Satisfactory	[illegible]
1	Poor	[illegible]

10.4.3 Criterion 3 — Methodology (maximum 10 points)

Criterion 3 rates how the work will be carried out and the design documentation that shows the bidder has thought through. Sub-criterion 3.2 requires, for the highest rating, all four design documents: the work breakdown structure, the Gantt chart, the system architecture diagram and the data flow diagrams of the integrations in Section 4.5. The architecture and data flow diagrams are listed here as documentation of the proposed solution; the technical content of each interface is rated separately under sub-criterion 3.5, and the same document may be cited for both.

Evidence to be submitted: Implementation methodology, work breakdown structure, Gantt chart, system architecture diagram, data flow diagrams for the integrations in Section

4.5. risk register, QA/QC and testing plan, disruption-management plan, integration approach. Each element of the [illegible] is answered in Annex C, Part C-2 (rows 5.1.1 to 5.4.5).

Score	Rating	Description
5.1 Site-specific approach for Rows 4/1 (5/1, 5/4)		
4	Excellent	Addresses [illegible] and [illegible] with specific solutions, **and in addition submits a measured site survey report from a site inspection, with photographs and dimensions, and a structural load computation signed by the Civil Engineer or Architect (KP-05).**
3	Very Satisfactory	Addresses [illegible] and [illegible] with specific solutions.
2	Satisfactory	Addresses [illegible] with [illegible]
1	Poor	[illegible]
5.2 Work plan, schedule and design documentation		
4	Excellent	**ALL FOUR design documents submitted with the bid — (1) a work breakdown structure, (2) a Gantt chart within the 180 calendar days showing phasing, [illegible], [illegible] and the critical path, (3) a SYSTEM ARCHITECTURE DIAGRAM of the Command Center showing the video wall, [illegible], network, storage and security layers and the room [illegible] serving them, and (4) DATA FLOW DIAGRAMS covering every integration in Sections 4.5 (SVT-001 to MT-017), showing for each the source system, the data, the direction of flow and the destination within the Command Center.**
3	Very Satisfactory	[illegible]
2	Satisfactory	[illegible] **and no data flow diagram.**
1	Poor	[illegible]
5.3 Risk and disruption management		
4	Excellent	[illegible] **Fifteen (15) identified risks each with probability, impact and residual rating, and the plan naming a disruption coordinator and the work windows agreed against the class schedule.**
3	Very Satisfactory	[illegible]
2	Satisfactory	[illegible]
1	Poor	[illegible]
5.4 QA/QC, testing and acceptance		
4	Excellent	QA/QC plan with inspection checklists and a test plan covering all tests in Section 17, integrated in the schedule, **and in addition hold and witness points identified for MMDC, and an independent commissioning check of the electrical and fire suppression works by a third party named in the bid.**
3	Very Satisfactory	QA/QC plan with inspection checklists and a test plan covering all tests in Section 17, integrated in the schedule.
2	Satisfactory	QA/QC [illegible]
1	Poor	[illegible]

10.4.6 Criterion 6 — Similar Completed Projects (maximum 10 points)

Criterion 6 rates the bidder's record of similar completed projects. Sub-criterion 6.1 is decided solely by the number of projects counted under Section 10.3: four (4) or more scores 4, three (3) scores 3, two (2) scores 2, and one (1) or none scores 1. No other consideration raises or lowers that rating. Sub-criterion 6.2 rates the relevance of those counted projects and the client satisfaction evidence for them.

Evidence to be submitted: Annex E listing the SLOC and the other similar completed projects, each supported by copy of the Notice of Award (NOA); copy of the Purchase Order or contract; certificate of acceptance or completion issued by the client; copies of invoices or official receipts; and the client satisfaction certificate, if any.

Scale	Rating	Description
6.1 Number of similar completed projects of compatible scale		
4	Excellent	Four (4) or more counted projects.
3	Very Satisfactory	Three (3) counted projects.
2	Satisfactory	Two (2) counted projects.
1	Poor	One (1) counted project, or none (the project used as the SLOC may be counted).
6.2 Relevance and client satisfaction		
4	Excellent	At least two (2) low multi-projects are a comment called NOC or SOC, each with a client certificate of satisfactory performance.
3	Very Satisfactory	At least one (1) low multi-project is a comment called NOC or SOC, with a client certificate of satisfactory performance.
2	Satisfactory	At least one counted project (any similar type) with a client certificate of satisfactory performance.
1	Poor	Projects counted but no client satisfaction certificates, or no counted projects.

10.4.7 Criterion 7 — Key Personnel (maximum 10 points)

Criterion 7 rates the people named to do her the sub-project. The named project manager, engineers and licensed professionals determine whether the methodology on paper is actually carried out.

Evidence to be submitted: Annex D and the fulfilled supporting documents of each person named (Section 7.1).

Scale	Rating	Description
7.1 Core positions (KP-05 to KP-04)		
4	Excellent	All four (4) meet the minimum qualifications and all four (4) hold a preferred qualification.
3	Very Satisfactory	All four (4) meet the minimum qualifications and at least three (3) hold a preferred qualification.
2	Satisfactory	All four (4) meet the minimum and at least one (1) holds a preferred qualification.
1	Poor	All four (4) meet the minimum but none holds a preferred qualification, or any Core position is missing or under-qualified, or Annex D is not submitted.
7.2 Non-core positions (KP-06 to KP-07)		
4	Excellent	All three (3) meet the minimum and all three (3) hold a preferred qualification.
3	Very Satisfactory	All three (3) meet the minimum and at least two (2) hold a preferred qualification.

Scale	Rating	Descriptor
2	Satisfactory	All three (3) meet the minimum
1	Poor	Fewer than three (3) meet the minimum
7.3 Deployment and commitment		
4	Excellent	Deployment matrix covering all 100 days for every position, and signed commitment letters from all seven (7) and in addition a waiver otherwise of equal qualifications for each of the four (4) Core positions.
3	Very Satisfactory	Deployment matrix covering all 100 days for every position, and signed commitment letters from all seven (7)
2	Satisfactory	Deployment matrix and/or commitment letters from at least the Core positions
1	Poor	Basic deployment plan, no commitment letters

10.4.8 Criterion 8 — After-Sales Support (training included) (maximum 18 points)

Criterion 8 rates everything the Supplier does for TWMSU after the equipment is installed: warranty, service levels, preventive maintenance, local support presence, and the training that allows University personnel to operate and maintain the facility themselves. All of these are services performed after installation and are judged on the same kind of evidence. As they are rated together, and the criterion is phased last for that reason.

Technical support personnel stationed at TWMSU. Under sub-criterion 8.4 (Local support presence), the Supplier may commit a technical support person that will be stationed at TWMSU for the three (3) year warranty and support period and remain physical support in case it is needed. The personnel is encouraged to be located in the Cebu, TWMSU's port, a hub to provide an area where the personnel will be stationed. A commitment made in the bid becomes a contract obligation under Section 10.3.

Evidence to be submitted. Warranty certificates, service level commitment, preventive maintenance schedule, additional and training of the local support office, the signed commitment to station a full-time support personnel at TWMSU for three (3) years, if offered, naming the position, spare parts list and coverage, training and the training plan required by Section 11 (course outlines, duration, per attendee rates, trainer qualifications, sample materials and assessment instruments). The warranty years are stated in Annex C, Part C-1 (for the room UPS), Part C-2, row 8.1.4; the service levels and preventive maintenance in Annex C-2; and the other support and training offerings in Annex C, Part C-2 (rows 8.4.1 to 8.7.3).

Scale	Rating	Descriptor
8.1 Warranty beyond the minimum		
4	Excellent	At least three (3) years beyond the required three (3) on the core equipment, including servers and room UPS.
3	Very Satisfactory	At least two (2) years beyond the required three (3) on those items.
2	Satisfactory	At least one (1) year beyond the required three (3) on those items.
1	Poor	The required three (3) year warranty only, with the first year comprehensive as required by Section 10.3, or the warranty offered is unclear.
8.2 Service levels		
4	Excellent	On-site response within two (2) hours for Critical incidents, 24×7, with a named escalation path to the manufacturer.
3	Very Satisfactory	On-site response within four (4) hours for Critical incidents, 24×7.

Scale	Rating	Descriptor
2	Satisfactory	[illegible]
1	Poor	[illegible]
6.3 Preventive maintenance		
4	Excellent	[illegible] **and an annual full-system audit report.**
3	Very Satisfactory	[illegible]
2	Satisfactory	[illegible]
1	Poor	[illegible]
6.4 Local support presence		
4	Excellent	[illegible] **and in addition a support office with technical staff in Zamboanga City.**
3	Very Satisfactory	[illegible]
2	Satisfactory	[illegible]
1	Poor	[illegible]
6.5 Operator training (Course T1)		
4	Excellent	[illegible] **more than four (4) days and more than twelve (12) operators** [illegible]
3	Very Satisfactory	[illegible] **either more than four (4) days or more than twelve (12) operators** [illegible]
2	Satisfactory	[illegible]
1	Poor	[illegible]
6.6 Administrator training (Course T2)		
4	Excellent	[illegible] **more than five (5) days and** [illegible]
3	Very Satisfactory	[illegible] **either more than five (5) days or** [illegible]
2	Satisfactory	[illegible]
1	Poor	[illegible]
6.7 Facility, executive and refresher training		
4	Excellent	[illegible] **and an advanced course under Section 11.7 is included in the bid price.**
3	Very Satisfactory	[illegible]

Scale	Rating	Descriptor
2	Satisfactory	Courses T3 and T4 meet Section 11, with the refresher sessions required by Section 11.2
1	Poor	Courses T3 and T4 meet Section 11 analysis and participants but with incomplete topics or materials, or the refresher sessions of Section 11.7 are not scheduled.

10.5 Price Score

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

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

10.6 MEARB Score and Ranking

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

Bids are ranked from the highest to the lowest MEARB Score. The highest-ranked bid shall undergo post-qualification in accordance with the Bidding Documents.

Tie between bidders. Where two (2) or more post-qualified bidders obtain identical MEARB Scores, the tie shall be broken by the BAC using a non-discretionary, non-discriminatory method based solely on chance, such as a draw conducted in the presence of the bid bidders, in accordance with GPPB Circular No. 04-2020 and the method stated in the Bidding Documents.

XI. TRAINING AND KNOWLEDGE TRANSFER

The Supplier shall deliver the training courses below so that WMSU personnel can operate, administer and maintain the Command Center without continuing dependence on the Supplier. All participant numbers, durations and topics are mandatory minimums; a bid offering less is not responsive (Annex A, item A.10). Training above these minimums is rated under Criterion 8 (Section 10.4.8).

11.1 Training Programme at a Glance

Course	Audience	Participants	Duration	Scheduled
T1 – Command Center Operator Course	Operators responsible for MSTO who will meet the corrective procurement for shift-wise	Twelve (12) participants (but [illegible] designated operators and two [illegible] volunteers)	Five (5) days of night (6) hours (12 contact hours) for each of two (2) batches of six (6), as that monitoring continues	After the equipment is installed and powered (NO), on the installed systems, and before the user acceptance testing of MS

Course	Audience	Participants	Duration	Scheduled
T2 – System Administrator Course	[illegible]	[illegible]	[illegible]	After the equipment is installed and powered [illegible], on the installed systems, and before the user acceptance testing of MR
T3 – Facility and Safety Course	[illegible]	[illegible]	[illegible]	After the facility works are completed and before Project Completion
T4 – Management and Executive Orientation	[illegible]	[illegible]	[illegible]	Within the week before Project Completion

Total participants to be trained before Project Completion: not more than thirty-nine (39) University personnel. The Supplier shall use the services on the final list issued by MSTC at least ten (10) calendar days before each course, substitution of participants by VRSU shall be allowed up to the first day of the course.

11.2 Course T1 – Command Center Operator Course

Audience	[illegible]
Minimum participants	[illegible]
Minimum duration	[illegible]
Schedule	After the equipment is installed and powered [illegible], on the installed systems, and before the user acceptance testing of MR
Delivery	[illegible]

Minimum topics	[illegible]

11.3 Course T2 – System Administrator Course

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

Minimum topics	[illegible]

11.4 Course T3 – Facility and Safety Course

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

11.5 Course T4 – Management and Executive Orientation

Audience	[illegible]
Minimum participants	[illegible]

Minimum duration	One (1) half-day of four (4) hours
Schedule	Within the week before Project Completion
Delivery	Instructionist and hands-on instructed at WMSU on the installed Command Center systems. Witness a task as mentioned in the pre-test on the production system. The Supplier shall provide a test instance or simulator.
Minimum topics	• What the Command Center monitors and what it cannot monitor • Reading the executive dashboard and the periodic reports • Service levels, incident workflow and the escalation path to University management • How to request information, reports or CCTV footage, and the data privacy limits on such requests

11.6 Supervised Incident Drill

After Course T1 and before Project Completion, the Supplier shall conduct at least one (1) supervised full-scale incident drill of not less than four (4) hours, using a scripted scenario agreed with MISTO that exercises detection, triage, labeling, escalation, coordination with campus security and shift turnover. The Supplier shall issue a written drill report with observations and recommended corrections to the standard operating procedures.

11.7 Refresher and Advanced Training during the Support Period

- One (1) refresher session of one (1) day for up to twelve (12) participants in each of the second and third years of the warranty and support period, covering changes, lessons from incidents and enhancement features.
- One (1) additional session of at least four (4) hours within thirty (30) calendar days after any major upgrade, version migration or configuration change made by the Supplier that affects how operators or administrators work.
- Advanced course (optional, rated under subscription 8.7). Where offered in the (4) at least two (2) days for up to six (6) administrators, covering BIM correlation and tuning, VMS administration and dashboard development, delivered in the second or third year of the warranty and support period and included in the contract price.
- All refresher sessions are included in the contract price and shall not be charged to WMSU.

11.8 Trainer Qualifications

- Each trainer shall hold a manufacturer certification, authorized trainer accreditation or equivalent documented competency on the product or system being taught, and shall have at least two (2) years of experience with it.
- The ratio for hands-on sessions shall not exceed six (6) participants per trainer.
- Trainer curricula vitae and certificates shall be submitted with the training plan in the bid and again, updated, in the Inception Report.

11.9 Training Materials and Facilities

- The Supplier shall provide for every participant a course manual in printed or digital form (editable and PDF), quick-reference cards for the console positions, and the exercise files used in the course.
- WMSU grants the Supplier use of a training room and the installed systems. The Supplier shall provide any training spaces, projectors and consumables its courses require.

- WMSU may video-record the course sessions for internal re-use, and the Supplier shall allow this without any licence restriction on internal use.
- All materials shall be in English, with explanation in Filipino where it aids comprehension.
- WMSU may reproduce all training materials for internal use without further cost or permission.

11.10 Assessment, Certificates and Re-training

- Courses T1 and T2 shall end with a graded assessment combining a written test and a practical exercise, with a passing mark of seventy-five percent (75%).
- The Supplier shall issue a certificate of completion to every participant who passes, and shall submit the assessment results to MISTO.
- If more than thirty percent (30%) of the participants in a course fail the assessment, the Supplier shall repeat the affected sessions at no additional cost before Project Completion.
- Attendance sheets signed by participants shall be submitted for every session.

11.11 Knowledge Transfer and Documentation

- The Supplier shall develop, together with MISTO and before Project Completion, the standard operating procedures contained in the Command Center Operations Manual (Deliverable-II), covering monitoring, incident handling, escalation, CCTV footage requests, shift turnover and emergency response.
- The Supplier shall turn over admin-level credentials, configuration documentation and the interface documentation of Section 4.3, and shall walk MISTO personnel through each one.
- The Supplier shall submit a Training Completion Report consolidating the course outlines delivered, attendance, assessment results, the drill report, materials issued and certificates awarded.
- Knowledge transfer shall continue through the warranty and support period; MISTO personnel may observe and participate in preventive maintenance visits and in the diagnosis of incidents raised under Section 16.

XII. OBLIGATIONS OF THE SUPPLIER

12.1 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 in the High School Building. 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.

12.2 Ownership, Licensing and Data

- All delivered equipment, configurations, dashboards, scripts and documentation shall be owned by KNUST upon Project Completion and payment. Software licenses and subscriptions shall be issued or registered in KNUST's name (GEN-005).
- NMSU owns all data collected or generated by the Command Center. Data shall be exportable in open, documented formats at any time.
- At completion or termination, the Supplier shall turn over all credentials, configuration backups, documentation, and data needed for continued operation.

12.3 Confidentiality and Personal Data

- The Supplier and its personnel are bound KNUST information confidential, sign non-disclosure undertakings and use KNUST data only for this contract.
- The Supplier shall comply with DPA 2012 and shall enter into the data processing agreement required by KNUST, with KNUST as the personal information controller. CCTV footage and logs shall be accessed by Supplier personnel only as needed for implementation and support, and every access shall be logged.
- On completion of the contract, the Supplier shall return or securely destroy all NMSU data in its possession and certify the destruction.

12.4 Audit and COA Compliance

- This procurement, its ARC 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 retention shall follow RA 12009, its IRR and the contract; retention money shall be released in accordance with Section 16.5.
- Equipment and licenses shall be registered in KNUST's name so that they appear as University assets in the property records. Software licenses and subscriptions shall be recorded in the asset inventory (GEN-010), showing the publisher, licensee (NMSU), term and support entitlements.

12.5 Terms of Payment

- The contract price shall be paid in one (1) payment upon complete delivery and acceptance of all goods and services, after the Certificate of Completion and the Inspection and Acceptance Report have been issued (Sections 5.3 and 12.4), less the retention money required by the Bidding Documents.
- The retention money, or the special bond guarantee that replaces it, shall be released after the three (3)-year warranty and support period, in accordance with Section 16.5.

- No advance payment or progress payment shall be made before Project Completion.

XIII. OBLIGATIONS OF WESTERN MINDANAO STATE UNIVERSITY (WMSU)

- Provide access to Room 40[illegible], the data center and the routes needed for the works during agreed hours.
- Make available the switch ports, uplink, door electromagnetic lock, and system access from the Campus Network & Security sub-project and the University systems needed for integration or, where that sub-project is not available, equivalent connectivity from the existing campus network and an equivalent door lock (Section VI).
- Pay the SMS load of the alert gateway after the first year (the first year is included in the contract under Section 4.3.17).
- Provide the documents and authorized representative needed to register the alert gateway SIM cards in WMSU's name (Section 4.3.17).
- Make available a reliable network time source (for example, the University's existing time server or a public time service) with which the Command Center systems synchronize (SEC 034).
- Designate operators and administrators for training and UAT.
- Provide an area at WMSU where the Supplier's technical support personnel will be stationed during the warranty and support period, where the Supplier has committed one (Section 18.3). The personnel remains employed by the Supplier.

XIV. PROJECT GOVERNANCE, COORDINATION AND CHANGE CONTROL

- WMSU shall designate a Project Management/Technical Team, led by MISTO, to coordinate site access, relate sub-missions, 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.
- The Supplier shall promptly notify WMSU when a dependency on WMSU or on another sub-project is not met and shall propose recovery actions.

XV. 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.

Subject to the Bidding Documents and the IRR, because the Command Center can be used only as a complete system, where delayed items prevent its use the liquidated damages shall be computed on the cost of the uncompleted milestone of Section VI or, where no part of the works can be used, on the contract price.

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

XVI. WARRANTY AND SUPPORT

16.1 Warranty and Support

The Supplier shall provide a three (3)-year warranty and technical support period, covering both the delivered equipment and the delivered software, counted from the date of the Certificate of Completion. Supplies and consumable materials shall carry a warranty of not less than six (6) months from Project Completion.

First year – comprehensive warranty at no cost to WMSU. During the first twelve (12) months after the Certificate of Completion, the Supplier shall shoulder all expenses needed to keep the Command Center fully operational, whether for hardware, software, services or any other item, including but not limited to:

- replacement parts and replacement units, and their freight, hauling and installation;
- software and firmware fixes, updates, re-installation, reconfiguration and license re-activation;
- labor of engineers and technicians, on-site and remote, at any time required by the service levels in Section 16.2;
- travel, accommodation and transport of Supplier personnel;
- consumables, tools and test equipment used in repairs and preventive maintenance;
- any other cost needed to restore and maintain operation.

No charge of any kind shall be billed to WMSU for warranty and support work during the first year.

Second and third years. For the remaining twenty-four (24) months, the Supplier shall continue to provide the warranty and technical support stated in this Section.

- The warranty and support shall be provided by the Supplier and shall not depend solely on the manufacturer's warranty. The Supplier shall repair or replace defective equipment, including parts, labor and transport, at no additional cost to WMSU.
- The warranty covers correction of defects, security patches, software and firmware updates within the licensed settlement, troubleshooting, and replacement of defective components.

Warranty security shall be as required by the Bidding Documents and applicable procurement rules.

16.2 Service Levels (Minimum)

Support shall be provided through a help desk and ticketing channel, by remote and on-site support. The following are minimum service levels; better commitments are considered under Criterion 8.

Severity	Definition	Response	Restoration / Workaround	Permanent Fix
1 – Critical	Command Center unable to operate, stop well or controller down, VMS, dashboard or S-DM unavailable, mass UPS or air conditioning to an threatening operations, or a security resident affecting Command Center systems.	Remote within 4 hours, 24/7, on-site within 8 hours.	48 hours.	14 calendar days.

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

16.3 Support Obligations

- Designate a support manager, provide a field-team number, e-mail and an escalation matrix up to the manufacturer, and submit a quarterly service report showing incidents handled against the service levels.
- Where the Supplier has committed in its bid to a technical support personnel statement at WMSU (Section 16.4.1, subcontractor) [illegible] keep that personnel stationed at WMSU for the entire three (3)-year warranty and support period to ensure prompt support when needed. The protocol is weighted by the Supplier, zero additional cost to WMSU. WMSU's cost is only to provide an area where the personnel will be stationed.
- Conduct preventive maintenance at least quarterly (twice (12) visits over three (3) years): inspection and cleaning of the client wall controller, sensors, UPS (including battery test), air-conditioning, fire detection and suppression, and environmental sensors; firmware and software updates; when and calibration; review of alert thresholds; and a written report for each visit.
- Advance replacement of a failed unit or component within five (5) business days, and of a failed video wall panel within ten (10) business days, where the failure cannot be repaired on site. The reduced restoration times of Section 16.2 still apply and may be met by a warranty or a loan unit; the extended replacement times apply to the permanent replacement.
- Monitor license subscription and warranty coverage and notify WMSU at least sixty (60) days before any expiry.
- Conduct between training when new upgrades of the Command Center software occur.
- Failure to meet the service levels shall be subject to the remedies provided in the contract and the Bidding Documents. In addition, if a Critical incident is not restored within the times in Section 16.2, WMSU may engage a third party to restore the service and recover the cost from the retention money or special bank guarantee. Three (3) or more Critical incidents not restored on time within a calendar quarter constitute a breach of the warranty obligations.

16.4 Licenses and Subscriptions

- Every software item supplied or used in the Command Center shall be legitimately licensed, with technical support, updates and security patches for not less than three (3) years from Project Completion (KGB-DBB). Every license and subscription shall be issued or registered in DPWH's name.
- All licenses and subscriptions shall remain in force for a term of not less than three (3) years from Project Completion, with no recurring cost to WMSU during that

period. The Supplier shall keep every license and subscription in force for that period and shall turn over the license documents, keys and administrator credentials needed for KNRS's continued use.

- No component shall cease to function during the warranty and support period because of the Supplier's failure to manage licensing or renewals.
- The bidder is encouraged to indicate in the technical proposal the annual renewal cost of each license and subscription for the two (2) years following the support period. This is indicative and is not scored.

16.5 Release of Retention Money

In accordance with Section 90 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 secured by retention money or a special bank guarantee. 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 11 (Training and Knowledge Transfer), and the warranty and technical support services stipulated under Section 15 (Warranty and Support), have been fully conducted and completed, as certified by the University's Management Information Systems and Technology Office (MISTO); and

c) all the conditions imposed under the contract have been fully met.

Any amount required to correct defects, or to cover invoices under Section 11 or Section 15 that were not delivered, may be deducted from the retention money or charged against the special bank guarantee, before its release.

XVII. TESTING, COMMISSIONING AND ACCEPTANCE

17.1 Tests Required

The Supplier shall submit test plans and procedures for KNRS's review before each test, and KNRS's representatives shall witness the tests. The tests shall cover at least:

- Equipment functionality tests of every item in Sections 4.3 and 4.4.
- Copper cabling certification (100% of links) and fiber testing (100% of cores), with results saved.
- Cabling and floor carpet installed by MISTO cables in cable, raceway and cover, routed in pathways, ducts and trenches, and the floor carpet installed over the whole room, in accordance with TIA/EIA-568 or IEC 11801 and CAB-004.
- Room UPS test, load transfer runtime at the measured load and alarm reporting.
- Air-conditioning test: temperature pull-down, redundancy changeover and alarm reporting.
- Fire detection and suppression commissioning test in accordance with the manufacturer's procedure, without agent discharge, and an enclosure integrity (door-fan) test of the room to confirm the design hold time.
- Video wall performance verification: uniformity, alignment, brightness and color calibration, layouts and source switching, and simultaneous camera stream decoding.
- Server failover test of the virtualization platform (Section 4.3.11-2).

- Monitoring system validation, each integration in Section 4.3 demonstrated with live data; alerts by dashboard, email and SMS; automatic ticket creation.
- Security configuration validation and vulnerability scan (SEC-001 to SEC-007).
- User acceptance testing (UAT), with MSTD using documented test cases and formal signoff.
- Stability run: seventy-two (72) consecutive hours of operation of the complete Command Center after tests AT-01 to AT-20 of Section 17.4 are passed.

Each test shall meet the pass/fail criterion stated in the Acceptance Test Matrix (Section 17.4). A test whose result is not recorded in the signed test report is treated as not passed.

17.2 Defects and Re-testing

- Failed tests shall be documented, corrected and re-tested. Critical defects shall be corrected within seventy-two (72) hours and High defects within ten (10) 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 returned before Project Completion, the Supplier shall replace it within twenty-one (21) calendar days of the declaration of failure.

17.3 UAT Exit Criteria

- All test cases for Critical and High priority requirements have passed, and at least ninety percent (90%) of all test cases have passed.
- No Critical or High defects remain open.
- MSTD has signed the UAT report.

17.4 Acceptance Test Matrix

The tests below are the minimum acceptance tests. Each is witnessed by MMDU and recorded in a signed test report. Values offered in the bid that are better than these tests become the pass/fail values for that bid.

No.	System (Items)	Test and procedure	Pass/fail criterion	Evidence
AT-01	Photovoltaic array (A1, A2)	Power on each array at the combiner box and record system activation every 5 sec by relay or unit downloads or PLC log. Repeat 20 times. Record results. Photograph each array installed and labelled.	Every array pass with an activation record within 5 sec of power-on, every time for twenty the offered minimum, the known group without freezing, serial numbers match the delivery receipt.	Test sheet, per array numbers, screenshots
AT-02	Photovoltaic UPS (A3)	Remove utility power from each UPS while the array is producing and monitor runtime log.	No reboot or transfer to battery. Battery state of charge stays above the 40% floor. Runtime log shows the array holding the load.	Test sheet, UPS event log
AT-03	Video wall (A4, A7, A8)	After quick-start, record a 30-min period at the normal operating brightness. Repeat after a full reset. Record 30-min average and peak. Record the brightness sensor for 30 minutes.	Each panel at or above the offered brightness (not less than 500 cd/m²) and within ±10% of the wall average; no visible seam between adjacent panels; every sensor reading 10 × 1000 lux or more for 30 minutes without flicker.	Meter readings, photographs, controller log

No.	System (items)	Test and prerequisites	Pass/fail criterion	Evidence
AT-04	Video wall readability (m.3.5-10)	View the approved layouts from each of the [illegible] positions.	[illegible]	Signed checklist
AT-05	Sensors and virtualization (A10, A11)	[illegible]	[illegible]	Timestamped failover log
AT-06	Video management software (A12)	[illegible]	[illegible]	VMS reports; exported sample; audit log
AT-07	[illegible]	[illegible]	[illegible]	[illegible]
AT-08	[illegible] management (A14)	[illegible]	[illegible]	[illegible]
AT-09	Vulnerability management (A15 and [illegible])	[illegible]	[illegible]	[illegible]
AT-10	Dashboard [illegible]	[illegible]	[illegible]	Timestamped [illegible]
AT-11	[illegible]	[illegible]	[illegible]	[illegible]
AT-12	[illegible]	[illegible]	[illegible]	[illegible]
AT-13	[illegible]	[illegible]	[illegible]	[illegible]
AT-14	[illegible]	[illegible]	[illegible]	[illegible]

No.	System (Items)	Test and prerequisites	Pass/fail criterion	Evidence
AT-15	Air-conditioning (R1)	[illegible]	[illegible]	Temperature log; sequence log
AT-16	Fire detection and suppression (R7)	[illegible]	[illegible]	Commissioning report; [illegible]
AT-17	Environmental monitoring (R6)	[illegible]	[illegible]	Alarm log
AT-18	Electrical works (D3)	[illegible]	[illegible]	Earth meter readings; signed checklist
AT-19	Structured cabling and fiber (D2)	[illegible]	[illegible]	Certification [illegible]
AT-20	Cabling and fiber [illegible]	[illegible]	[illegible]	Signed inspection checklist; photographs
AT-21	Lighting and [illegible] (D4)	[illegible]	[illegible]	Lux readings; photographs
AT-22	Security configuration (SEC-001 to [illegible])	[illegible]	[illegible]	Security substitute report
AT-23	Stability run	[illegible]	[illegible]	Operations log; [illegible] report
AT-24	User acceptance testing (17.3)	[illegible]	[illegible]	Signed UAT report

XVII. PREPARATION AND APPROVAL

This Terms of Reference was prepared for the procurement planning, bidding and technical evaluation of the Command Center sub-project. It shall be read together with the approved Bidding Documents, applicable procurement rules and the final contract. The terms used are defined in Annex F.

Role	Name / Designation	Signature / Date
Prepared by – Technical Working Group	[illegible] FLORES [illegible]	
	[illegible] [illegible]	
	[illegible] [illegible]	
	[illegible] [illegible]	
	[illegible] [illegible]	
	[illegible] [illegible]	
Reviewed by	[illegible] [illegible]	
Recommending Approval	[illegible] SAN JUAN [illegible]	
Approved by	_____ [illegible]	

ANNEX – A

MANDATORY TECHNICAL RESPONSIVENESS CHECKLIST (PASS/FAIL)

ANNEX A. MANDATORY TECHNICAL RESPONSIVENESS CHECKLIST (PASS/FAIL)

This checklist covers the TWG's technical evaluation only. The opening of bids and the examination of eligibility documents are performed by the BAC and are not part of this checklist. The TWG shall check each item as Pass or Fail and cite the page of the bid examined, using the bidder's table of contents, title and page numbers (Section 8). A "Fail" on any item renders the bid not responsive, and the bid is not listed under Section 10. Each item is checked against the requirement of Section IV (Technical Specifications and Performance Parameters) or the other section of this TOR cited in the Basis column.

Bidder: _____ Members present: ____ of 8
Date: _____

No.	Required document / evidence	Basis	Pass / Fail	Page no. / Remarks
A.1 General Technical Documents				
A-01	Statement of Compliance and Technical Offer (Annex C), signed by the authorized representative, with every mandatory row of Part C-1 [illegible] and every requirement IC of Section 4.3 item 3 [illegible] [illegible] A "Fail" on a mandatory row of Part C-1 [illegible] [illegible] Section 10 and is not a beautiful [illegible]	GDI-002 Annex C, Part C-1		
A-02	Manufacturer's [illegible] for every manufactured equipment and software [illegible] [illegible]	GDI-002		
A-03	Certification that all equipment is brand-new and [illegible] manufacturer [illegible]	GDI-002		
A-04	Implementation [illegible]	Section 9		
A-05	Warranty Commitment (Annex C-1)	GDI-002, Section 10.1		
A-06	Service Level Commitment (Annex C-1)	Section 10.2-10.3		

No.	Required document / evidence	Basis	Pass / Fail	Page ref. / Remarks
A-07	**All software used in the Command Centers licensed for at least three (3) years.** The bidder shall submit a software licensing screen-based certification, signed by its authorized representative, that every software (on a listed or used — the operating systems, v-hardware, VDS, [illegible], ATMS, [illegible] management, the standard platform, endpoint protection, the office productivity suite (Series A4, A5 and A7 to A10) and the management software of the equipment offered — is legitimately licensed, without mixed support, updated and security patches for not less than three (3) years from Project Completion and that each license is issued in registered in WMSU's name and covers WMSU's use of the software for that whole period. A-5.5 that shall not cover any software item for the 'b' three (3) years is that offers a fair, reasonable [illegible] that provided that.	GPS-005, Section 14.4		
A-08	Integration Underlying (Annex D-3) with the Campus Network & the only [illegible] Infrastructure Campus Information Systems [illegible]	[illegible]		
A-09	Data Privacy Commitment [illegible]	[illegible] Section 13.3		
A.3 Product-Specific Evidence				
A-10	Video wall panels (A6)	Section 4.3.3		
A-11	Video wall controller (A8)	Section 4.3.8		
A-12	Video management software (A12)	Section 4.3.10		
A-13	UPS units (A2, D3)	Section 4.3.3; UPS-004		
A-14	Air-conditioning units (B1)	ACS-001		
A-15	Fire suppression (B7)	FIR-004 to FIR-004		
A-16	Floor cabinet and cable management (B8)	FUR-001 to FUR-003		
A-17	Servers (A15)	Section 4.3.16		
A-18	Workstations (A1, A2)	Sections 4.3.1, 4.3.2		
A-19	Training plan (Section 11)	Section 11		

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

ANNEX – B

TWG TECHNICAL EVALUATION WORKSHEETS

ANNEX B. TWG TECHNICAL EVALUATION WORKSHEETS

Bidder: _____ Members present: ____ of 5
Date: _____

B-1 Collegial Quality Rating Sheet

The TWG decides the rating of each sub-criterion (1–4) in session by majority vote of the members present. The Chairperson votes as an ordinary member and has no second or casting vote, a tie is resolved under Section 10.2 (re-examine and vote again); adopt an intermediate rating if the evidence supports one; otherwise the **lower** of the two bad ratings prevails. **Points earned = Sub-criterion Weight × Rating ÷ 4**, rounded to two decimal places. Record the votes in tenure and the members present, cite the bidder's answer rows for that sub-criterion (Annex C, Part C-2, or Annexes D, E and G-2) and the page of the bid supporting the rating, state the count or measure found under the objective anchors of Section 10.4, and state the missing element for any rating below 4 and the reasons of any dissenting member.

Ref.	Sub-criterion	Rating (1–4)	Points earned	Votes for 1 present; answer rows (Annex C, D, E, F or G-2) and evidence / page ref.	Count or measure found, missing element, dissenting views
Criterion 1 — Technical Quality of Equipment (30 points)					
1.1	Video wall system				
1.2	Data and Control systems				
1.3	Wiring, cable and connectors				
1.4	Power protection				
1.5	Cooling				
1.6	Fire protection and environmental monitoring				
1.7	Alert gateway				
1.8	Furniture and work furniture				
	Subtotal, Criterion 1				
Criterion 2 — Software Packages (10 points)					
2.1	Video management software				
2.2	Security information and event management				
2.3	Dashboard platform and integration systems				
2.4	IT service management				
2.5	Vulnerability management				
2.6	Endpoint detection and response				
2.7	Server OS, virtualization and productivity suite				

Ref.	Sub-criterion	Rating (1-4)	Points scored	Votes for 1 present; answer from choices C-2, D, E or G-2) and addition / page ref.	Count or measure found; missing element; dissenting views
	Subtotal, Criterion 2				
Criterion 3 — Connectivity and Integration (10 points)					
3.1	Bandwidth and capacity, compatibility				
3.2	Hybrid to the main control				
3.3	Room cabling and ventilation (MB)				
3.4	Power protection of room network equipment				
3.5	Integration design with the other sub-projects and cooling systems				
3.6	Integration testing, documentation and turnover				
	Subtotal, Criterion 3				
Criterion 4 — Security and Data Protection (10 points)					
4.1	Access control and authentication				
4.2	Audit logging				
4.3	Encryption and hardening				
4.4	Data privacy (TA 10173)				
	Subtotal, Criterion 4				
Criterion 5 — Methodology (10 points)					
5.1	Site-specific approach for Team 401 (MS, AA)				
5.2	Work plan, schedule and design documentation				
5.3	Risk and disruption management				
5.4	QA/QC, testing and acceptance				
	Subtotal, Criterion 5				
Criterion 6 — Similar Completed Projects (10 points)					
6.1	Number of similar completed projects of comparable scale				
6.2	Reference and client satisfaction				
	Subtotal, Criterion 6				
Criterion 7 — Key Personnel (10 points)					
7.1	Core positions (KP-01 to KP-04)				
7.2	Non-core positions (KP-05 to KP-07)				
7.3	Deployment and commitment				
	Subtotal, Criterion 7				
Criterion 8 — After-Sales Support (training included) (10 points)					

Ref.	Sub-criterion	Rating (0–4)	Points earned	Notes for 1 present; answer (see clauses C-2, E, E or G-2) and evidence / page ref.	Count or measure found; missing element; dissenting views.
8.1	Warranty beyond the minimum				
8.2	Service levels				
8.3	Preventive maintenance				
8.4	Local support presence				
8.5	Operator training (Course T1)				
8.6	Administrator training (Course T2)				
8.7	Facility, executive and refresher training				
	Subtotal, Criterion 8				
	QUALITY SCORE				

Maximum points are earned only at a rating of 4. A sub-criterion rated 3 earns three-quarters of its weight, rated 2 one-half and rated 1 one-quarter. A bid rated 3 on every sub-criterion scores 75.00 and passes the 70-point minimum; a bid rated 2 throughout scores 50.00 and fails.

Signatures of members present:

B-2 Key Personnel Verification (Criterion 7)

Check against Annex D and the bidder documents. Mark ✓ (complete), ✗ (missing or not meeting minimum) or N/A.

Tab	Position	Class	Name in Annex D	Documents complete (list any missing: CV, degree, license/accreditation, certifications, employment, commitment letter)	Meets minimum (Y/N)	Preferred met (Y/N)	Remarks / page ref.
KP-01	Project Manager	Core					
KP-02	Network and Security Engineer	Core					
KP-03	Video Wall / VMS Engineer	Core					
KP-04	Electrical Engineer	Core					
KP-05	Systems Integration / Software Engineer	Non-core					
KP-06	Civil Engineer or Architect	Non-core					
KP-07	Safety Officer	Non-core					

Annex B submitted and signed: ☐ Yes ☐ No Did not names in all positions: ☐ Yes ☐ No Deployment matrix covers 180 days: ☐ Yes ☐ No

Number of positions meeting minimum: ____ / 7 Core positions meeting minimum: ____ / 4 Persons with a preferred qualification: ____ / 7

Sub-criterion 7.1 rating: ____ (4 = all four Core meet the minimum and all four hold a preferred qualification - 3 = all four and at least three preferred - 2 = all four and at least one preferred - 1 = all four meet the minimum with no preferred qualification, or any Core position missing or under-qualified). Sub-criterion 7.2 rating: ____ Sub-criterion 7.3 rating: ____

B-3 Similar Completed Projects Verification (Criterion 6)

A project is counted only where every one of the first four documents is submitted and the scope, value and completion date qualify under Section 10.3. The client satisfaction certificate is not needed for counting; it is used only for sub-criterion 6.2.

No.	Project / Client (from Annex B)	Scope type (DC / NOC-SOC / DCTV / MD)	SLDC (Y/N)	Contract value ≥ 20% of ABC (SLDC ≥ 50%)	Completed within 3 years before the s.o. deadline (not applied to the SLDC)	NOA, PO/contract, inspection, invoices/OR complete (Y/N)	Client satisfaction certificate (Y/N)	Counted (Y/N)	Remarks
1									
2									
3									
4									
5									
6									
7									
8									

Number of counted projects: _____

Sub-criterion	Rating from the count
6.1 Number of similar completed projects of comparable scope	The rating is the count, capped at 6. 4 = four (4) or more counted projects. 3 = three (3). 2 = two (2). 1 = one (1) or none, the SLDC may be counted. Both regular scope, or lowers the rating. **Rating: _____**
6.2 Relevance and client satisfaction	4 = at least two (2) counted projects are a command center, NOC or SOC, each with a client certificate or satisfactory performance. 3 = at least one (1) counted project with that certificate. 2 = at least one-counted project of any similar type with that certificate. 1 = projects counted but no client satisfaction certificates, or no counted projects. **Rating: _____**

B-4 Consolidated Quality Score and TWG Certification

Criterion	Max	Bidder 1	Bidder 2	Bidder 3	Bidder 4
1. Technical Quality of Equipment	10				
2. Software Packages	10				
3. Connectivity and Integration	10				
4. Security and Data Protection	10				
5. Methodology	10				
6. Similar Completed Projects	10				
7. Key Personnel	10				
8. After-Sales Support (training included)	10				
QUALITY SCORE	**100**				
PASS (≥ 70) / FAIL					

Consolidated ratings decided by majority vote of the members present (Section 10.3). Members present: ____ of 6. Quorum (at least 4 present) ☐ Yes ☐ No. Tied votes resolved under Section 10.3: ☐ None ☐ Yes (see criteria: _____; step that resolved each tie recorded in the minutes).

Major technical observations and discrepancies (as recorded in the minutes):

_____

_____

_____

_____

TWG Member	Signature	Date
Mark Flores, Chairperson		
Lara Sadiwa, Member		
Hyder Gaynor, Member		
Antonio Angelo Lindayo, Member		
Carol Jannet Lawrence, Member		
Jayline Bolaño, Member		

B-5 Consolidated NEARB Score Summary (for the BAC)

Bidder	Quality Score (100)	Price Fail	Calculated Bid Price (P)	Price Score (100)	NEARB Score = 0.8Q + 0.4P	Rank

Bidder	Quality Score (PRS)	Pass/ Fail	Calculated Bid Price (P)	Price Score (100)	MEARB Score = 0.6Q + 0.4P	Rank

Price Score = (Lowest Calculated Bid Price among passing bids ÷ Bidder's Calculated Bid Price) × 100. A bid with a Quality Score below 70 fails and no Price Score is computed for it, so it cannot set the lowest price. The Price Score and MEARB Score are computed by the BAC.

B-6 TWG Evaluation Rules

- Every bidder is evaluated against Annex A and Section 10.4 in the same order and with the same evidence standard.
- Each sub-criterion is rated against the bidder's answers in the rows of Annex C, Part C-2 that carry its reference (Annex C for Criterion 6, Annex D for Criterion 7, and Annex G-2 for sub-criteria 8.2 and 8.3) and the pages they cite, together with any other evidence in the bid. The TWG enters those rows in its evaluation worksheet in the same order. A row left unanswered is rated from whatever other evidence the bid contains.
- Each "Full" in Annex A and each rating below it uses the TOR clause or descriptor and the page of the bid unanswered, and states the count or measure found where the descriptor states one.
- Clarifications are requested only through the BAC, in writing, and cannot add missing documents or change the substance of a bid.
- Each TWG member signs a declaration of no conflict of interest before the evaluation.
- The TWG evaluates as a collegial body, in session. The rating of each sub-criterion is decided directly by majority vote of the members present, with a majority of all members present. No individual rating sheets are prepared. The Chairperson votes as an ordinary member and has no second or casting vote. A tied vote is resolved under Section 10.3, and where it cannot be resolved the lower of the two tied ratings prevails. Votes and dissenting reasons are recorded on the B-1 sheet and in the minutes.
- Annex A checklists, the B-1 collegial rating sheets, B-2 to B-4 worksheets, minutes, verification records and the TWG report are signed by all members present and endorsed to the BAC.

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

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[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

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

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

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

[illegible]

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

[illegible]

[illegible] — [illegible] 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]	

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[illegible]

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

[illegible]

[illegible]

ANNEX – F

GLOSSARY OF TERMS

ANNEX F. GLOSSARY OF TERMS

Term	Definition
ABC	Approved Budget for the Contract: the selling price for the procurement. Bids [illegible]
API	Application Programming Interface: a documented way for systems to exchange data.
BAC	Bids and Awards Committee of WESU.
Bezel / bezel-to-bezel	The frame around a display panel. Bezel-to-bezel is the visible gap between the images of two adjacent tiles with panels.
BOSH	Book: Occupational Safety and Health Setting.
BP 344	Accessibility Law: Bodies Performance Bldg. 344.
Business day	Monday to Friday, except Philippine regular and special non-working holidays and [illegible]
CAMM	[illegible] supplied under the Campus Network & Security subcontract.
Calculated Bid Price	The bid price after the BAC's correction of arithmetic errors and other computations under the Bidding Documents, used to the Price Bases.
CatA / CatB	Category 5A (supports 10 Gigabit Category 6 copper network cabling.
Certificate of Completion	[illegible]
Given agent	[illegible]
CDA	Commission on Audit.
Command Center	The facility in Room 101, from which WESU monitors and coordinates its ICT, security and campus systems.
Core / Non-core position	Classification of key structure in Section 7 and in using Criterion 7.
Critical / High defect	[illegible]
CVE / CVSS	Common Vulnerabilities and Exposures Identifiers of known vulnerabilities / Common Vulnerability Scoring System Scoring rating.
Dashboard	[illegible]
DELR	Department of Labor and Employment.
Duty / standby	[illegible]
Duty cycle (24/7)	[illegible]
EDR	Endpoint Detection and Response: security software on computers and servers that detects, monitors and [illegible]
EPS	Events per second: the rate at which a NEM receives log events.
IAR	Inspection and Acceptance Report: the record of inspection and acceptance of deliveries.
IEC 62040	International standard for UPS safety and performance.
IP stream decoding	Ability of the video wall controller to display camera video received over the network.

Term	Definition
ITSM	IT Service Management: the service core system for logging, assigning and tracking [illegible]
kVA	Kilovolt-ampere, a unit of UPS and electrical capacity.
KVM switch	Keyboard Video Mouse switch, a device that allows [illegible]
MEARS	Most Economically Advantageous Responsive Service award method under RA 10524 the combination of Quality Score (MSS) and Price Score (MPS).
MISTO	Management Information Systems and Technology Office, the End-User Unit.
N/A	Not applicable, a term that indicates that a [illegible]
NFPA 2001	Standard for clean agent fire extinguishing systems.
NGFW	Next-Generation Firewall, as specified under the Campus Network & Security sub-project.
NMS	Network Management System, software that monitors devices [illegible] performance, as supplied under the Campus Network & Security sub-project.
NOC / SOC	Network Operations Center / Security Operations Center.
NRC	Noise Reduction Coefficient, measures how much sound an acoustic panel absorbs (0 to 1).
NTP (Notice to Proceed)	The official notice given by the Supplier to start work; the 180-calendar-day period begins from this notice.
NVMe SSD	High-speed solid-state storage connected through PCIe lanes.
OMNIA	Over-the-[illegible] that allows [illegible] and video software from different manufacturers to work together.
OS2 fiber	Single-mode optical fiber for long-distance, high-capacity links.
PAR / ICE	Property Acknowledgment Receipt / Inventory Condition Slip, records of [illegible]
PDU	Power Distribution Unit, power strip for equipment racks.
PEE / REE	Professional Electrical Engineer / Registered Electrical Engineer, licensed by the PRC [illegible]
Physical reset	Manual action, usually the pinhole button, to restore access to a device without removing [illegible]
PRC	Professional Regulation Commission.
Preventive maintenance	Scheduled inspection, cleaning, testing and updating to prevent failures.
Project Completion	Completion of the contract confirmed by WVSU through the Certificate of Completion, [illegible]
Quality Score / Price Score / MEARS Score	Scores defined in Section 10.3, 10.5 and 10.6.
RA 10173	Data Privacy Act of 2012.
RA 12009	New Government Procurement Act.
RA 9514	Fire Code of the Philippines.
RBAC	Role-Based Access Control, [illegible] only the access that a role requires.
RTSP	Real Time Streaming Protocol, used to stream IP camera video.
Severity level	Classification of incidents: Critical, High, Medium, Low, that sets the required response [illegible]

Term	Definition
SIEM	Security Information and Event Management collects and correlates security logs to detect threats.
SLA	Service Level Agreement; guaranteed response, restoration and fix times.
SLCC	Single Legend Clearance Card; the form in completed contract used for eligibility.
SNMP / syslog	Standard protocols used by devices to report status and send log messages.
SPD	Surge Protection Device; protects equipment from voltage spikes.
Tab / tabbing	Divider sheets without tab; eight tabs used to include documents in the bid (Section 3).
TR	Tonnage refrigeration; cooling capacity of about 12,000 BTU per hour.
TWG	Technical Working Group; evaluates the technical component of bids.
UAT	User Acceptance Testing; tests performed by WMSU users to confirm that the system has been required.
UPS (line-interactive)	Backup power; unit that keeps a low-voltage overcurrent; battery during on-outage.
UPS (online double-conversion)	Backup power; unit that gives a high-power load battery from to inverter, with zero transfer time.
Video wall	An array of narrow-frame displays expanding to one large screen.
Video wall controller	Hardware that keeps sets, drives, routes, and arranges them across the video wall.
VMS	Video Management Software; controls over the viewing and control of CCTV cameras and recorders.
Vulnerability scanner	Tool that regularly checks systems for known security weaknesses.

ANNEX – G

COMMITMENT FORMS

ANNEX G. COMMITMENT FORMS

The bidder shall reproduce, complete and sign each form below and file it behind the tab of the Annex A item shown. The commitments become contract obligations on award. A form that is missing or unsigned, or that changes or omits a commitment, is rated Fail under Annex A.

G-1 Warranty Commitment (Annex A, Item A-03)

Name of Bidder: _____

We commit, if awarded the contract, to the following:

1. A three (3)-year warranty and technical support period covering all equipment and software delivered, counted from the date of the Certificate of Completion, in accordance with Sections 16.1 to 16.4.

2. A comprehensive warranty in the first twelve (12) months, with no charge of any kind to WMSU, as stated in Section 16.1.

3. Warranty service provided by us as Supplier, not dependent solely on the manufacturer's warranty, including parts, labor and transport, in the second and third years.

4. Where Section 4.3 allows a shorter manufacturer warranty (the A2 conference speakerphone and the A2 UPS battery) coverage is set for the rest of the three (3)-year period (GCN-009).

5. The warranty years offered for each item are those stated in our Statement of Compliance (Annex C, Part C.1, for the main UPS, Part C.2, row 8.1.4).

_____

Name, Signature and Position of Authorized Representative / Date

G-2 Service Level Commitment (Annex A, Item A-06)

Name of Bidder: _____

We commit to the service levels below, which are not lower than the minimums in Section 16.2, and to the support obligations of Section 16.3. The on-site response for Severity 1 and lines 8.2.2 to 8.3.4 are rated under subvariations 8.2 and 8.3 (Section 16.4.6), the TWO lanes from from this form only.

Severity	Definition (Section 16.2)	Response offered (remote / on-site)	Restoration / workaround offered	Permanent fix offered
1 – Critical	Command Center systems operate visibly well or controller lines, IMS, dashboard or IMS/MIS/ [illegible] more UPS or air-conditioning fail are threatening conditions or a security incident affecting Command Center systems.	Remote: ____ h On-site: ____ h of 2 h		
2 – High	Major function impaired with a workaround available; single display panel, workstation or sensor failure			

Severity	Definition (Section 16.2)	Response offered (minutes / hours)	Restoration / workaround offered	Permanent fix offered
3 – Medium	Partial impairment affecting a non-operational module			
4 – Low	Minor defect, cosmetic issue or inquiry			

8.2.2 Hours of coverage for Severity 1 (☐ Critical) incidents: ☐ 24 × 7 ☐ Other: _____

8.3.3 Planned vacation days up to the maximum allowed (maximum month): ☐ Yes, attached at page _____ of the technical component ☐ No

8.3.1 Monthly remote health checks: ☐ Yes ☐ No

8.3.2 On-site preventive maintenance visits per year: _____ (not fewer than four (4), Section 16.3)

8.3.3 Written checklist used at each preventive maintenance visit: ☐ Yes ☐ No

8.3.4 Annual full system audit report: ☐ Yes ☐ No

Help desk telephone number: _____

Help desk e-mail: _____

Support manager (name and position): _____

Answering "No" to Items 8.2.2, 8.3.1, 8.3.3 or 8.3.4 does not affect responsiveness; it is rated under Criterion 5. The response, renewal or not, the hours of coverage and the number of preventive maintenance visits shall not be less than the minima of Sections 16.2 and 16.3.

_____

Name, Signature and Position of Authorised Representative / Date

G-3 Integration Undertaking (Annex A, Item A-06)

Name of Bidder: _____

We commit, if awarded the contract, to the following:

1. Integrate the Command Center with every system in Section 4.3 (INT-001 to INT-007), using the interfaces listed in the Section 4.3 table of source systems and interfaces.

2. Where a component of the Campus Network & Security or Virtualized Infrastructure / Campus Information Systems sub-contract is not yet available, or a peer sub-project is not awarded or fails, integrate with the existing equivalent University systems under Sections 1.2 and VI, and complete the integration with the new components during the warranty and support period, at no additional cost.

3. Integrate cameras, recorders and log sources up to the licensed capacities of Sections 4.3.1.2 and 4.3.1.3, in the priority set by NIRPO.

4. Document every interface (protocol, data exchanged, credentials owner and test result) and turn over the interface documentation under Section 11.11.

_____

Name, Signature and Position of Authorised Representative / Date

G-4 Data Privacy Commitment (Annex A, item A-09)

Name of Bidder: _____

We commit, if awarded the contract, to the following:

1. Comply with the Data Privacy Act of 2012 (RA 10173) and with the security and data protection baseline of Section 4.6 (SEC-001 to SEC-007).

2. Enter into the data processing agreement issued by WMSU with WMSU as the personal information controller (Section 12.3).

3. Have every person we assign signs a non-disclosure undertaking, and access CCTV footage, logs and other personal data only as needed for implementation and support, with every access logged.

4. Notify WMSU without delay of any personal data breach involving the Command Center, so that WMSU can meet its reporting duties to the National Privacy Commission.

5. Return or securely destroy all WMSU data in our possession on completion of the contract, and certify the destruction (Section 12.3).

_____

Name, Signature and Position of Authorized Representative | Date

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.

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Price Schedule for Goods Offered from Abroad 166
Contract Form..... 167
Omnibus Sworn Statement Form 170
Bid Securing Declaration Form 174

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 _____
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Republic of the Philippines
gpb
Government Procurement Policy Board