



*Republic of the Philippines*

***INTER-COUNTRY ADOPTION BOARD***

Address: 4<sup>th</sup> Floor A.N.Y. Building, #38 Timog Avenue, Brgy. Laging

Handa, Quezon City, Metro-Manila

(632) 8726-4568; 8721-9711; (7)503-6226

# **PHILIPPINE BIDDING DOCUMENTS**

**LAYOUT OF STRUCTURED CABLES INCLUDING  
EQUIPMENT AND SERVICES WITH DATA, VOICE AND  
CCTV CAMERA FOR GROUND TO FIFTH FLOOR OF NEW  
ICAB OFFICE BUILDING**

**Sixth Edition  
July 2020**

# Table of Contents

Glossary of Acronyms, Terms, and Abbreviations	5
UN – United Nations.	7
Section I. Invitation to Bid	8
Section II. Instructions to Bidders	11
1.    Scope of Bid	12
2.    Funding Information	12
3.    Bidding Requirements	12
The Bidder, by the act of submitting its Bid, shall be deemed to have verified and accepted the general requirements of this Project, including other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.	12
4.    Corrupt, Fraudulent, Collusive, and Coercive Practices	12
5.    Eligible Bidders	12
6.    Origin of Goods	13
7.    Subcontracts	13
8.    Pre-Bid Conference	13
9.    Clarification and Amendment of Bidding Documents	13
10.   Documents comprising the Bid: Eligibility and Technical Components	13
11.   Documents comprising the Bid: Financial Component	14
12.   Bid Prices	14
13.   Bid and Payment Currencies	15
14.   Bid Security	15
15.   Sealing and Marking of Bids	16
16.   Deadline for Submission of Bids	16
17.   Domestic Preference	16
18.   Detailed Evaluation and Comparison of Bids	17
19.   Post-Qualification	17
20.   Signing of the Contract	18
Section III. Bid Data Sheet	19
Section IV. General Conditions of Contract	21
1.    Scope of Contract	21
2.    Advance Payment and Terms of Payment	21
3.    Performance Security	21
4.    Inspection and Tests	22
5.    Warranty	22
6.    Liability of the Supplier	22

Section V. Special Conditions of Contract	23
Section VI. Schedule of Requirements	26
Framework Agreement List	27
Section VII. Technical Specifications	28
STRUCTURED CABLE SYSTEM	29
SCOPE OF WORK	29
General Specifications	29
Distribution of Nodes	29
2. Fiber Optic Panel	31
3. End-Connectors	31
4. Fiber Optic Patch Cords	31
5. Category 6 Cables	31
6. Category 6 Patch Panels	32
7. Category 6 Data Outlet/Modular Jacks	32
8. Faceplates	32
9. Category 6 Patch Cords	32
NETWORK EQUIPMENT	33
Core Switch	33
Distribution Switch (24 Port POE)	33
Wireless Controller	34
Wireless Access Point	35
One Rack (42U)	35
Uninterruptible Power Supply (UPS) 2000VA	36
Labeling	36
Section VIII. Checklist of Technical and Financial Documents	54
Section IX Bidding Forms	57
TECHNICAL COMPONENT ENVELOPE	58
Class "A" Document	58
Technical Documents	58
LIST OF ON-GOING GOVERNMENT and PRIVATE CONSTRUCTION CONTRACTS INCLUDING CONTRACTS AWARDED BUT NOT YET STARTED	59
	59
STATEMENT SHOWING THE BIDDER'S SINGLE LARGEST COMPLETED CONTRACT WHICH IS SIMILAR IN NATURE	60
	60
Bid-Securing Declaration FORM	62

Contract Agreement Form	70
Omnibus Sworn Statement	72
Omnibus Sworn Statement	76
TECHNICAL COMPONENT ENVELOPE	80
Class "A" Document	80
Financial Documents	80
COMPUTATION OF NET FINANCIAL CONTRACTING CAPACITY (NFCC)	81
FINANCIAL COMPONENT ENVELOPE	82
BID FORM	83
Section IX. Bidding Forms	40

# *Glossary of Acronyms, Terms, and Abbreviations*

**ABC** – Approved Budget for the Contract.

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

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

**CDA** - Cooperative Development Authority.

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

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

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

**DTI** – Department of Trade and Industry.

**EXW** – Ex works.

**FCA** – “Free Carrier” shipping point.

**FOB** – “Free on Board” shipping point.

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

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

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

**Infrastructure Projects** – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports,

communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

**PhilGEPS** - Philippine Government Electronic Procurement System.

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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

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

**UN** – United Nations.

## ***Section I. Invitation to Bid***





Republic of the Philippines  
**INTER-COUNTRY ADOPTION BOARD**

Address: 4<sup>th</sup> Floor A.N.Y. Building, #38 Timog Avenue, Brgy. Laging  
Handa, Quezon City, Metro-Manila  
(632) 8726-4568; 8721-9711; (7)503-6226

**INVITATION TO BID FOR  
Layout of Structured Cables Including Equipment and Services  
with Data, Voice and CCTV (Closed-Circuit Television) Cameras  
for Ground Floor to Fifth Floor of ICAB Office.**

1. The Inter-Country Adoption Board (ICAB), through the National Government Agency (NGA) intends to apply the sum of ₱ 10,000,000.00 being the ABC for the **Layout of Structured Cables Including Equipment and Services with Data, Voice and CCTV (Closed-Circuit Television) Cameras for Ground Floor to Fifth Floor of ICAB Office.** Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The Inter-Country Adoption Board (ICAB), now invites bids for the above Procurement Project. Delivery of the Goods must be within four (4) months. Bidders should have completed a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
4. Prospective Bidders may obtain further information from the Inter-Country Adoption Board (ICAB), and inspect the Bidding Documents at the address given below from 8:00 A.M to 4:00 P.M.
5. A complete set of Bidding Documents may be acquired by interested Bidders on January 29, 2021 to April 30, 2021, Address: 4<sup>th</sup> Floor A.N.Y. Building, #38 Timog Avenue, Brgy. Laging Handa, Quezon City, Metro-Manila upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of ₱10,000.00. The Procuring Entity shall allow the bidder to present its proof of payment for the fees.
6. The Inter-Country Adoption Board (ICAB) held a Pre-Bid Conference<sup>1</sup> on February 18, 2021, 2:00pm at Address: 2nd Floor Conference Room, A.N.Y. Building, #38 Timog Avenue, Brgy. Laging Handa, Quezon City, Metro-Manila and/or through video conferencing or webcasting via Zoom and link will be submitted one day before the Pre-Bid Conference which shall be open to all prospective bidders.

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address Address: 4<sup>th</sup> Floor A.N.Y. Building, #38 Timog Avenue, Brgy. Laging Handa, Quezon City, Metro-Manila (632) 8726-4568; 8721-9711; (7)503-6226, on or before April 30, 2021; 8:00 am to 1:00pm. 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 14.
9. Bid opening shall be on April 30, 2021, 2:00pm at 2nd Floor Conference Room, A.N.Y. Building, #38 Timog Avenue, Brgy. Laging Handa, Quezon City, Metro-Manila. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity. Likewise opening of Bids maybe viewed through video conferencing (Zoom link will be provided on the date of opening of Bids).
10. In observance with the Inter-Agency Task Force (IATF) for the Management of Emerging Infectious Disease Protocols on Social Distancing, only one (1) designated/ authorized representative per company shall be allowed to participate and/or attend in the conduct of the bidding activities
11. The Inter-Country Adoption Board reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
12. For further information, please refer to:

**BAC Secretariat**

Ground floor, A.N.Y Building,  
38 Timog, Brgy. Laging Handa, Quezon, City  
Email: [adoption@icab.gov.ph](mailto:adoption@icab.gov.ph)  
(632) 8726-4568; 8721-9711; (7)503-6226

13. You may visit the following websites:

Copy of the ITB will be uploaded here:  
[www.icab.gov.ph](http://www.icab.gov.ph)

For downloading of Bidding Documents:  
<https://notices.ps-philgeps.gov.ph/main/>

**GINA C. ESCALANTE**  
BAC Chairperson

*Section II. Instructions to Bidders*

## 1. Scope of Bid

The Procuring Entity, Inter-Country Adoption Board (ICAB) wishes to receive Bids for the **Layout of Structured Cables Including Equipment and Services with Data, Voice and CCTV (Closed-Circuit Television) Cameras for Ground Floor to Fifth Floor of ICAB Office** at #2 Chicago corner Ermin Garcia Sts., Brgy. Pinagkaisahan, Cubao, Quezon City.

The Procurement Project (referred to herein as “Project”) is for construction of works, the details of which are described in Section VII (Technical Specifications).

## 2. Funding Information

2.1. The GOP through the source of funding as indicated below for in the amount of *P 10,000,000.00*.

2.2. The source of funding is:

a. NGA, the National Expenditure Program.

## 3. Bidding Requirements

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

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

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

## 4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

## 5. Eligible Bidders

5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

- 5.2. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have a Single Largest Completed Contract (SLCC) that is similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
  - a. For the procurement of Non-Expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.3. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

## **6. Origin of Goods**

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

## **7. Subcontracts**

Subcontracting is not allowed.

## **8. Pre-Bid Conference**

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

## **9. Clarification and Amendment of Bidding Documents**

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

## **10. Documents comprising the Bid: Eligibility and Technical Components**

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *[state relevant period as provided in paragraph 2 of the **IB**]* prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by

the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

## **11. Documents comprising the Bid: Financial Component**

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.
- 11.5. Financial proposals for single or multi-year Framework Agreement shall be submitted before the deadline of submission of bids as prescribed in the **IB**. For multi-year Framework Agreement, evaluation of the financial proposal during this stage is for purposes of determining eligibility and whether or not such financial proposal is within the ABC.

## **12. Bid Prices**

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
  - a. For Goods offered from within the Procuring Entity's country:
    - i. The price of the Goods quoted EXW (ex-works, ex-factory, 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 e.
  - b. For Goods offered from abroad:

- i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
  - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.
- 12.2. For Framework Agreement, the following should also apply in addition to Clause 12.1:
  - a. For a single year Framework Agreement, the prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.

### **13. Bid and Payment Currencies**

- 13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.
- 13.2. Payment of the contract price shall be made in:
  - a. Philippine Pesos.

### **14. Bid Security**

- 14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until *one hundred twenty (120) calendar days from the date of the opening of bids*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 14.3. In the case of Framework Agreement, other than the grounds for forfeiture under the 2016 revised IRR, the bid security may also be forfeited if the successful bidder fails to sign the Framework Agreement, or fails to furnish the performance security or performance securing declaration. Without prejudice on its forfeiture, bid securities shall be returned only after the posting of performance security or performance securing declaration, as the case may be, by the winning Bidder or compliant Bidders and the signing of the Framework Agreement.

## **15. Sealing and Marking of Bids**

Each Bidder shall submit one (1) set of original copy and two (2) photo copies of the first and second components of its Bid.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

## **16. Deadline for Submission of Bids**

16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.

16.2. For multi-year Framework Agreement, the submission of bids shall be for the initial evaluation of their technical and financial eligibility. Thereafter, those declared eligible during the said initial eligibility evaluation and entered into a Framework Agreement with the Procuring Entity shall submit anew their best financial offer at the address and on or before the date and time indicated in the Call for each mini-competition. Opening and Preliminary Examination of Bids

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

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

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

## **17. Domestic Preference**

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

18.2. For multi-year Framework Agreement, determination of margin of preference shall be conducted every call for Mini-Competition.



## 18. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated “*passed*,” using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- a. In the case of single-year Framework Agreement, the Lowest Calculated Bid shall be determined outright after the detailed evaluation;
  - b. For multi-year Framework Agreement, the determination of the eligibility and the compliance of bidders with the technical and financial aspects of the projects shall be initially made by the BAC, in accordance with Item 7.4.2 of the Guidelines on the Use of Framework Agreement.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC (Net Financial Contracting Capacity) computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:
- Option 1 – One Project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

## 19. Post-Qualification

- 20.1. For multi-year Framework Agreement, all bidders initially determined to be eligible and financially compliant shall be subject to initial post-qualification. The BAC shall then recommend the execution of a Framework Agreement among all eligible, technically and financially compliant bidders and the Procuring Entity and shall be issued by HOPE a Notice to Execute Framework Agreement. The determination of the Lowest Calculated Bid (LCB) shall not be performed by the BAC until a Mini-Competition is conducted among the bidders who executed a Framework Agreement. When a Call for Mini-

Competition is made, the BAC shall allow the bidders to submit their best financial proposals on such pre-scheduled date, time and place to determine the bidder with the LCB.

- 20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, or in the case of multi-year Framework Agreement, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**. For every mini-competition in Framework Agreement, the LCB shall likewise submit the required documents for final Post Qualification.

## **20. Signing of the Contract**

- 21.1. The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.
- 21.2. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Framework Agreement Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- 21.3. Within ten (10) calendar days from receipt of the Notice to Execute Framework Agreement with the Procuring Entity, the successful Bidder or its duly authorized representative shall formally enter into a Framework Agreement with the procuring entity for an amount of One Peso to be paid to the procuring entity as a consideration for the option granted by the procuring entity to procure the items in the Framework Agreement List when the need arises.
- 21.4. The Procuring Entity shall enter into a Framework Agreement with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 21.5. The following documents shall form part of the Framework Agreement:
  - a. Framework Agreement Form;
  - b. Bidding Documents;
  - c. Call-offs;
  - d. 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;
  - e. Performance Security or Performance Securing Declaration, as the case may be;
  - f. Notice to Execute Framework Agreement; and
  - g. Other contract documents that may be required by existing laws and/or specified in the **BDS**.

## ***Section III. Bid Data Sheet***

# Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p style="margin-left: 40px;">a. <i>[provide the definition or description of similar contracts]</i>.</p> <p style="margin-left: 40px;">b. completed within <i>[indicate period]</i> prior to the deadline for the submission and receipt of bids.</p>
7.1	<i>SUBCONTRACTING IS NOT ALLOWED</i>
12	The price of the Goods shall be quoted DDP or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <p style="margin-left: 40px;">a. The amount of not less than P200,000.00, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p style="margin-left: 40px;">b. The amount of not less than P500,000.00 if bid security is in Surety Bond.</p>
19.3	<i>No further instruction</i>
20.2	<i>No further instruction</i>
21.2	<i>No further instruction</i>

## ***Section IV. General Conditions of Contract***

### **1. Scope of Contract**

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

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

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

### **2. Advance Payment and Terms of Payment**

- 2.1. Advance payment of the contract amount is provided under Annex “D” of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.
- 2.3. For a single-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier in its bid.
- 2.4. For multi-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier during conduct of Mini-Competition.

### **3. Performance Security**

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

a Performance Securing Declaration as defined under the Guidelines on the Use of Framework Agreement.}

#### **4. Inspection and Tests**

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

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

#### **5. Warranty**

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

#### **6. Liability of the Supplier**

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

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

## *Section V. Special Conditions of Contract*

### **Special Conditions of Contract**

GCC Clause	
	<p><b>Delivery and Documents –</b></p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>“The delivery terms applicable to this Contract are delivered#2 Chicago corner Ermin Garcia Sts., Brgy. Pinagkaisahan, Cubao, Quezon City. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is #2 Chicago corner Ermin Garcia Sts., Brgy. Pinagkaisahan, Cubao, Quezon City.</p> <p><b>Incidental Services –</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>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</li> </ol>
	<ol style="list-style-type: none"> <li>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.</li> </ol>

	<p>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.</p> <p><b>Spare Parts –</b></p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <p>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</p>
	<p><b>Packaging –</b></p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity  Name of the Supplier  Contract Description  Final Destination  Gross weight  Any special lifting instructions  Any special handling instructions  Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p>



	<p><b>Transportation –</b></p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>
	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p><b>Intellectual Property Rights –</b></p> <p>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.</p>



# *Framework Agreement List*

Limited to repeatedly required goods and services that are identified to be necessary and desirable, but, by its nature, use or characteristic, the quantity and/ or exact time of need cannot be accurately pre-determined and are not advisable to be carried in stock.

Prepared by the End-User, attached to the APP and submitted to the BAC for the approval of the HOPE.

<b>FRAMEWORK AGREEMENT LIST (AGENCY)</b>			
<i>Item / Service Type and nature of each item/service</i>	<i>Cost per item or service</i>	<i>Maximum Quantity</i>	<i>Total Cost per Item</i>
<b>TOTAL</b> <i>(Approved Budget for the Contract)</i>			
<i>Expected delivery timeframe after receipt of a Call-Off.</i>	<i>Within [no. of days] calendar days upon issuance of Call-off.</i>		
<i>Remarks</i>	<i>Indicate here any other appropriate information as may be necessary.</i>		
<b>SIGNATURE OVER PRINTED NAME</b>	<b>POSITION</b>	<b>DEPARTMENT/DIVISION</b>	

## ***Section VII. Technical Specifications***

## **STRUCTURED CABLE SYSTEM**

### **SCOPE OF WORK**

#### **General Specifications**

- a. The Service Provider (SP) shall provide **Structured Cabling System** at the new ICAB 5-Storey Building located at No. 2 E. Garcia corner Chicago Sts., Brgy. Pinagkaisahan, Cubao, Quezon City with the following fiber optic backbones and number of nodes.

#### **Distribution of Nodes**

Location	Voice	Data	AP	TOTAL
1 <sup>st</sup> Floor	4	18	3	25
2 <sup>nd</sup> Floor	12	27	3	42
3 <sup>rd</sup> Floor	24	34	3	61
4 <sup>th</sup> Floor	10	30	3	43
5 <sup>th</sup> Floor	3	19	3	25
Total Number of Nodes	<b>53</b>	<b>128</b>	<b>15</b>	<b>200</b>

- b. Presently, the new ICAB 5-Storey Building is under construction and ICAB is renting its office located at ANY Building, No. 38 Timog Ave., Quezon City (TIMOG). Upon completion of the new building, SP shall transfer all existing equipment, telephone units, PABX, among others from TIMOG and re-install said equipment at the new building.

However, SP may start installation works at the new building in preparation of ICAB's transfer. If in case, the new building is still not yet constructed, SP shall return to accomplish and deliver the project in full.

- c. Fiber Optic Cable (FOC) shall be used as the backbone of the network that interconnects Main Distribution Frame (MDF) and Intermediate Distribution Frame (IDF).
- d. SP shall provide network nodes in the following locations
- e. SP shall provide CAT6 cables from the IDF's cabinet to the proposed location of the network nodes
- f. All network cables shall be properly labeled with matching labels at the faceplate and at the patch panel. Each permanent link or channel in the network must be field tested to obtain accurate results.

- g. SP shall provide and install the data cabinet in its proposed location.
- h. SP shall provide and install five (5) Half Rack 21U at the AHU rooms of each respective floors.
- i. SP shall provide and install one (1) unit full height data cabinet at the Ground Floor, Server room.
- j. SP shall provide additional PABX, digital and analog phones if necessary.

Fiber Optic Backbones and Network Nodes

	Intermediate Distribution Frame	Distance of DC to IDF (in meters)	Nodes
ICAB Office			200
Data Center	Ground Floor	2	
	2 <sup>nd</sup> floor IDF	38	
	3 <sup>rd</sup> floor IDF	42	
	4 <sup>th</sup> Floor	45	
	5 <sup>th</sup> Floor	48	
Total		175	

**THESE ARE THE MATERIALS TO BE USED**

- a. 1-2 meters /factory manufactured CAT6 UTP patch cords from patch panel to switch
- b. 3 meters manufactured patch cords for workstations that are 1-3 meters away from the face plates
- c. Fabricated patch cords for those workstations that are beyond 3 meters away from the face plates
- d. Information Outlets (I/O)
- e. Duplex face plates with boxes
- f. Aluminum Threshold /rubber floor
- g. Plastic moldings and PVC conduits including support and hangers Cable raceway

**Cable Installation**

**1. Fiber Optic Cable Backbone**

- a. SP shall provide and install 10GPS multimode, connectivity between the core switch and distribution switch at the Server Room, Ground Floor and AHU Rooms of all respective floors.
- b. The above capacities are estimates, SP shall provide additional fiber optic cables if necessary.
- c. SP shall provide 2 runs of factory-manufactured Cat6 UTP Cables from

distribution switches to access switches.

- d. SP shall provide all ancillary materials needed for the installation of the fiber optic cables such as:
- e. Installation shall include all civil works for the cabling (i.e. *demolition, excavation, restoration of ceilings, walls, floors, and other physical changes in the building*)
- f. The standards, guidelines, and methodologies must be strictly followed by the SP who designs, installs, specifies, install, and manages the installation of the Structured Cabling System.
- g. All cabling installation shall be done under the direct supervision of a Certified Structured Cabling Installer.
- h. All cabling components shall be owned by ICAB after completion of the project.
- i. All structured cabling components shall be covered by warranty with Next Business Day replacement of defective items.

## **2. Fiber Optic Panel**

- a. 12-port multimode SC fiber panel for the data center
- b. 12-port multimode SC fiber panel for the IDF
- c. Must have sensor strip conductive pads within the panel.

## **3. End-Connectors**

- a. Duplex SC connectors at fiber panel termination
- b. Duplex LC connectors for network equipment connection

## **4. Fiber Optic Patch Cords**

- a. Fiber optic patch cords with a spare of one (1) per active port of the switches and FOC panel.
- b. 3 ft. Duplex multimode SC to LC Equipment Patch Cord length.
- c. Patch cable assembly must contain copper conductor connected to an external probe.
- d. External probes must contact with sensor pad on the sensor strip.
- e. One wire/one probe design to monitor duplex fiber port as single connection.

## **5. Category 6 Cables**

- a. Horizontal cabling shall be 23 AWG, 100-Ohm, 4-pair UTP; UL/NEC CMR rated, round design, round solid filler, non-bonded pairs, in white PVC jacket.
- b. Cable jacketing shall be lead-free.
- c. Cable performance characterized up to 600MHz.
- d. Cable shall meet or exceed the performance of requirements of ANSI/TIA/EIA-568B.2-1.
- e. Must be Gigabit Ethernet Zero-bit Error Rate tested and confirmed by independent testing facility.

- f. Cable shall be UL listed.

### **6. Category 6 Patch Panels**

- a. Patch panels shall be 1RU and provide 24 modular jack ports, with universal wiring that maybe terminated to T568A or T568B.
- b. Patch panel modular jacks shall be configured as 6-port, replaceable modules.
- c. The front of each module shall be capable of accepting 9mm to 12mm labels. Each port shall be capable of accepting an icon to indicate itsfunction.
- d. Patch panel shall terminate the building cabling on 110-style insulation displacement connectors.
- e. Patch panel shall meet or exceed the performance requirements of ANSI/TIA/EIA-568B.2-1.
- f. Must have sensor strip conductive pads within the panel.
- g. Must include a rear clip that secures and protects the mated connection ofthe sensor strip and analyzer I/O cable assembly.
- h. Patch panel must be UL Listed.

### **7. Category 6 Data Outlet/Modular Jacks**

- a. Modular jacks shall be terminated using a 110-style pc board connector, color-coded for both T568A and T568B wiring.
- b. Category 6 modular jacks shall meet the performance requirements listed in ANSI/TIA/EIA-568B.2-1.
- c. Flexibility to support 180° or 90° cable termination with bend-limiting strain relief.
- d. Modular jack shall be UL Listed

### **8. Faceplates**

- a. Must be surface-mounted, 2-port single-gang.
- b. Each port shall be provided with an icon to indicate its function.
- c. Faceplates shall accommodate two labels and provide a clear polycarbonate cover for each. Faceplates shall be light almond in color.

### **9. Category 6 Patch Cords**

- a. Patch cable assemblies must be factory-manufactured with stranded CMR UTP cable and color-matched snag less rubber boots.
- b. Work area patch cord shall be 7 ft. while equipment cords shall be 4 ft. in length.
- c. Must contain a 9<sup>th</sup> conductor that is external to the original copper cable assembly.
- d. External probes must contact with a conductive pad on the sensor strip. One patch cord per user outlet and equipment connectivity must beprovided.



## **TECHNICAL SPECIFICATIONS**

### ***NETWORK EQUIPMENT***

#### **Core Switch**

- a. Must be designed with power-saving features including Energy Efficient Ethernet (IEEE 802.3az), which will reduce per port power consumption considerably when the link is idle, or if ports are inactive, as well as 80 PLUS certified power supplies and multi-speed fan operation, which together help decrease Cooling and power costs
- b. I/O Ports and slots: at least 16 open 10 GbE SFP+ transceiver slots; 24-ports Gig-T Module; 6 module slots.
- c. Power supplies: 2 Units power supplies required
- d. Performance: Throughput: >570Mpps, Routing/Switching capacity: >960 Gbps; Switch Fabric Speed: >1,015 Gbps

e. Warranty:

Hardware: 3 years with Next Business Day replacement

Software: 3 years

f. Features:

- Support OpenFlow 1.0 and 1.3 or NETCONF or equivalent industry standard protocol for SDN.
- Quality of Service (QoS): Advanced classifier based QoS, Traffic Prioritization, Bandwidth shaping, Class of Service (CoS)
- Management: Remote intelligent mirroring, RMON, and sFlow v5 IEEE 802.1AB Link Layer Discovery Protocol (LLDP), Dual flash images
- Connectivity: IEEE 802.3az Energy Efficient Ethernet, jumbo frame Auto MDIX IPv6
- Resiliency and high availability: Virtual Router Redundancy Protocol (VRRP), Redundant management and power, IEEE 802.1s Multiple Spanning tree Protocol, IEEE 802.3ad Link Aggregation Control Protocol (LACP) and Port Trunking, Hot swappable modules

#### ***Distribution Switch (24 Port POE)***

- a. Ports 24 RJ-45 autosensing 10/100/1000 ports 4 SFP+ Ports, 1 Dual Personality serial Console port;

- b. Power Supply: > 2 power supply required
  - c. Performance: Throughput: >112 Mpps, Switching capacity: >176 Gbps
  - d. Inclusive of SFP +/- 10GbE Transceiver
  - e. Features:
    - Support OpenFlow 1.0 and 1.3 or NETCONF or equivalent industry standard protocol for SDN.
    - Quality of Service (QoS): L4 prioritization, Class of Service (CoS), Remote monitoring (RMON), and sFlow.
    - Connectivity Auto-MDIX, IEEE 802.3 at Power over Ethernet (PoE+), IPV6 Routing.
    - Convergence – IEEE 802.1AB Link Layer Discovery Protocol (LLD)
- Warranty:  
 Hardware: Lifetime Warranty Next Business Day replacement  
 Software: 3 years

### **Access Switch**

- a. Ports: 24 Rj-45 Autosensing 10/100/1000 ports: 4 Combo 10/100/1000BASE-T PoE+ or 100/1000Mbps SFP Ports; 1 Dual-personality (RJ-45 or USB micro-B) Serial console ports; 1 USB port for uploading/downloading files; 1 100BASE-T out of band Management port; 1 Uplink Slot; 1 Stacking Module Slot
  - b. Power Supply: >2 power supply required
  - c. Performance: Throughput: >112Mpps, Switching capacity: >>176 GBps
  - d. Inclusive of one (1) unit 10GbE Transceiver for ICAB switches
  - e. Supports PoE Features
  - f. Features:
    - Must support OpenFlow 1.0 and 1.3 or NETCONF or equivalent industry standard protocol for SDN
    - Supports Quality of Service (QoS such as; Traffic prioritization, L4 prioritization, Class of Service (CoS), Rate limiting, and Large buffers
    - Support Resiliency and high availability such as Multiple spanning tree protocol (LACP)
    - Support SNMPv1, v2 and v3
    - Supports multiple configuration files, Remote monitoring (RMON), and sFlow
- Warranty:  
 Hardware: Lifetime Warranty with Next Business Day replacement  
 Software: 3 years

### **Wireless Controller**

- a. WLAN controller must be located at ICAB Data Center
- b. Ap capacity: The controller must be able to handle maximum 20 AP
- c. Wired throughput: The controller must have 2.0 Gbps
- d. VLAN support: The controller must support VLAN tagging with maximum of 4,094 VLANs
- e. Interfaces: The controller must have least 4 auto-negotiating 10/100/1000BASE-T ports and GE combo ports
- f. Gateway Features: The controller must support IPSec and GRE tunnels
- g. Support built-in Portal/AAA server function and can provide Portal/802.1X

- authentication for up to 1,280 users
- h. Integration with IDS/IPS function: The controller must support RF protection feature
  - i. Common Features: The controller must have common features like: Guest Portal, AP Provision, Group Manage
  - j. Controller Architecture: The controller can be deployed via following architecture:
    - Standalone – This controller operates independently within the network to manage Aps in this bid document.
    - Public cloud integrates – This controller could be able to integrate with the public platform to provide simplified O&M and Value-added Services

### ***Wireless Access Point***

- a. Interface: 1x 10/100/1000M self-adaptive Ethernet Interface (RJ-45), 1x 100/1000M/2.5G self-adaptive Ethernet Interface (RJ-45), 1x USB 2.0 Interface, 1x Serial console Interface (RJ-45)
- b. Support dual uplink aggregation to ensure redundancy and maximum network availability
- c. Power supply: support direct DC power source and Power over Ethernet (PoE)
- d. In compliance of 802.3af/802.3at
- e. Support PoE-out for IoT expansion (BLE, RFID and Zigbee)
- f. Compliance: Max data rate: >2,400Mbps for 5GHz radio / > 300 Mbps for 2.4GHz radio;
- g. Maximum 512 associated client devices per radio & >16 BSSIDs per radio
- h. Features & Specifications:
  - Support triple-radio mode: dual 5GHz and one 2.4GHz for high-density access scenario at a rate up to 2.7Gbps
  - Software Configuration radio support, 2.4G radio can be adjusted to 5G band
  - RF Management automatically assigns channel and power settings, provides airtime fairness, and ensures AP stay clear of all source RF interference to deliver
- i. Security features such as integrated wireless intrusion protection, threat protection and mitigation, and eliminates the need for separate RF sensors & security appliances 802.11k and 802.11v Smart roaming
- j. AP License: The AP License shall be capable of AP management, performance management and RF management. All licenses (AP License and public cloud licenses) should be quoted for lifetime
- k. Warranty:

Hardware: Lifetime Warranty with Next Business Day replacement

Software: Lifetime

### ***One Rack (42U)***

- a. Depth: 1000mm(H) x 42U(W)x800mm
- b. No. of Rack Space: 42U
- c. Mounting: EIA Standard 19 inches Rack Rails
- d. Detachable perforated steel door and rear door and removable side panels (key-

- lockable)
- e. Multiple vendor equipment compatibility
- f. 4 units exhaust fan at top panel
- g. Inclusive of Power Strip: vertical, 2x15 outlet (combination of C14, C13, and flat and round type power plugs)
- h. Inclusive of baying kits, tool-less shelves, bolt down kits, and cable management

**Half Rack (Data) Cabinet (21U)**

- a. Depth: 22.00 in(H) 42.875 in(W) 23.06 in
- b. No. of Rack Space: 21U
- c. Multiple vendor equipment compatibility
- d. Inclusive of Power Strip: vertical, 2x8 outlet (vertical 3pin PDU (flat and round type compatible)
- e. Detachable perforated steel door and removable side panels (key-lockable)
- f. 2 units' exhaust fan at top panel

**Uninterruptible Power Supply (UPS) 2000VA**

- a. Backup time of at least 9 minutes at full loadcapacity of 2000VA 1800Watts
- b. Auto self-testing system
- c. Communication: USB/SNMP
- d. On-Line UPS System
  - Input and Output Voltage at 230 VAC with 60HzNo Load Shutdown
  - Related cables and accessories
  - Comes complete with sealed free-maintenance batteries UPS battery must have at least 1-year warranty
- e. User Interface: LCD with audible alarm
- f. Outlet Receptacle: 8 IEC C13 Outlets

**Labeling**

All jacks, panels and frames shall be clearly labeled. Labels should be tamper resistant and made with a label maker at the station end. Data frames should be created with label maker. Label color shall be black on white and a CD/FLASH DRIVE of the labeling software including label sheets/package shall be provided to ICAB.

**Fiber Optic Cable Installations** shall pass the following bi-directional Testing Parameters using Level III Cable Tester

- Propagation Delay
- Attenuation

**CAT 6 UTP Cable Installations**

shall pass the following end-to-end Testing Parameters using Level Cable Tester:

- Attenuation
- Attenuation to Crosstalk Ratio (ACR)
- PowerSum Attenuation to Crosstalk Ratio (PSACR)
- Near End Crosstalk (NEXT)
- PowerSum Near-End Crosstalk (PSNEXT)
- Equal Level Far-End Crosstalk (ELFEXT)

- PowerSum Equal Level Far-End Crosstalk (PSELFEXT)
- Return Loss
- Propagation Delay
- Delay Skew
- Transfer Impedance

**ANTI STATIC VINYL**

SP shall provide and install Anti-Static Vinyl for server room with below specifications:

- Permanent and consistent anti-static function with ESD (Electro-Static discharge) Technology
- Highly stain resistant and outstanding wear resistance with UV coating surface, make for lower maintenance cost
- Excellent in Fire prevention, moisture proof and anti-corrosion
- Uniform size and multiple options in color with Fade Resistant
- Prominent installation performance and workability
- Low outgassing emission and dust free technology

<b>ITEM</b>	<b>TECHNICAL DATA</b>
Thickness	3.0mm
Size	600x600mm
Weight	5.8kg/m <sup>2</sup>
Electric Properties	2.5x10 <sup>4</sup> -10 <sup>6</sup> Ohm
Decay Time	Equal 0.4S
Charge Voltage	Equal 70
Fire Resistance Grade	B1
Combustion Properties	Equal 0.35s I FV-0
Amount of Anti-wear	Equal 0.014
Anti-wear Properties	<2.0mm <sup>3</sup>
Wheel Pressure	No Influence
Residual Concavity	0.04mm
Dimensional Stability	less than or equal to 0.10%
Color Fastness	At least 6
Resistance to Chemicals	Offers Excellent Resistance
Impact Sound Absorption	Approx. 2dB

**CCTV SURVEILLANCE SYSTEM**

**SCOPE OF WORK**

Scope of work includes but is not limited to installation only. It covers design, supply, installation, implementation, commissioning, training, providing user manual, providing warranty for the total solution including all hardware, software, materials, services and support, etc. Work also includes all related work at controlling office at all the Locations. All necessary cabling/wiring/sockets and allied infrastructure conforming to respective quality/standard norms are also included.

## Supply and Installation of the CCTV Surveillance System

1. Supply, install, operate, maintain and provide warranty and related support services for hardware and upgrade/update/enhancement for system software, as detailed out in technical specifications, including related software, firmware, etc.
2. Any software and firmware upgrade/enhancement/engineering changes applicable to the hardware and software supplied should be provided for the warranty period.
3. SP shall provide a detailed implementation plan including the architecture diagram, strategy, approach and delivery of materials, specific issues, and their resolutions. Detailed implementation and post implementation processes and procedures.
4. SP to provide the services for configuring and installing the hardware, deploying and installing the system software as per the ICAB requirements.

Location	PTZ	Fix Dome	TOTAL
1 <sup>st</sup> Floor	3	8	13
2 <sup>nd</sup> Floor	0	6	6
3 <sup>rd</sup> Floor	0	5	5
4 <sup>th</sup> Floor	0	5	5
5 <sup>th</sup> Floor	0	8	8
<b>Total Number of CCTV</b>	<b>3</b>	<b>32</b>	<b>35</b>

## TECHNICAL SPECIFICATIONS

### CCTV EQUIPMENT

#### Access Switch

- a. Ports: 24 Rj-45 Autosensing 10/100/1000 ports; 4 Combo 10/100/1000BASE-T PoE+ or 100/1000Mbps SFP Ports; 1 Dual-personality (RJ-45 or USB micro-B) Serial console ports; 1 USB port for uploading/downloading files; 1 100BASE-T out of band Management port; 1 Uplink Slot; 1 Stacking Module Slot
- b. Power Supply: >1 power supply required
- c. Performance: Throughput: >112Mpps, Switching capacity: >>176 GBps
- d. Supports PoE Features
  - Must support power transmission up to 328ft
  - Must support Max 30 Watts per port
  - Must support high compatibility of PoE PTZ
  - Compatible with PoE extender at least 800ft transmission
  - Compatible with High PoE IP cameras for 800ft transmission
  - Must support OpenFlow 1.0 and 1.3 or NETCONF or equivalent industry standard protocol for SDN
  - Supports Quality of Service (QoS such as; Traffic prioritization, L4 prioritization, Class of Service (CoS), Rate limiting, and Large buffers

- Support Resiliency and high availability such as Multiple spanning tree protocol (LACP)
- Support SNMPv1, v2 and v3
- Supports multiple configuration files, Remote monitoring (RMON), and sFlow
- Hardware: Lifetime Warranty with Next Business Day replacement
- Software: 3 years

## **Camera**

### **IP PTZ CAMERA**

- Must support 4 Megapixel (2592x1520) sensor produces crisp and clear 2K Resolution video
- Must support At least 5.3-64mm motorized zoom lens provides 12x of optical zoom power accompanied by 16x digital zoom.
- Must support zoom settings that can see facial detail up to 350 to 400ft away during the Day.
- Support Video Encoding H.265+, H.265, H.264+, H.264
- Must support PoE camera system.
- Real Time 30fps Video at 4MP resolution
- Day & Night Auto Switching technology
- Stream capability Main Stream, Sun stream 1, Sub stream 2
- Wall Bracket
- Power supply 12 VDC 5A

### **IP FIX DOME**

- Must support 4 Megapixel (2592x1520) sensor produces crisp and clear 2K Resolution video
- Real-Time 2K recording at 30 fps
- Must support PoE camera system.
- Must support Greater than or equal to 100ft of infrared night vision
- Support Video Encoding H.265/H.264
- Must Support RJ-45 port with 100Mbps
- Support two (2) Stream capability (Main stream, Sub Stream)
- Power included 12VDC 3A

## **Network Video Recorder**

### **NVR 4K RESOLUTION**

- IP Camera input supported 32 Channel
- NRV Must support 48TB storage capacity with 8 internal SATA DVR Hard Drives up to 6TB each.
- NVR must support IP Search function allows easy detection of compatible of IP cameras on the same network.
- Compatible with CCTV Camera world, IP camera or 3<sup>rd</sup> party network cameras
- NRV Must support a live backups using FTP upload function to backup to NAS where files can later be played back using our video player software for the computer.
- NRV must support USB flash drive reader connected to the unit or over the internet or LAN to a computer using our client software for Windows and Mac.

- Features:  
Must support H265, H.264 Video Encoding  
Must support 4K resolution  
Real time Recording to 8MP depending on camera capability  
Must support interface display HDMI 4K, VG

### **Monitor**

- Display 42.5 in, VA, Edge LED 3840 x 2160 pixels
- Viewing angles (H/V) 178\* / 178\*
- Refresh Rate 50hz/60hz
- Frame interpolation 120MR

### **Storage**

- Capacity: **6TB**.
- Speed: 5,400RPM.
- Interface Types: SATA.
- Form Factor: 3.5inx1.0in LFF Hard Drive.
- Sector Size: 512 / 512e.
- Sustained Throughput: 175.
- Electrical Interface: SATA 600 - 6.0Gbps.  
On-Board Cache: 64MB.



***Section VIII. Checklist of Technical and  
Financial Documents***

# Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE

### *Class “A” Documents*

#### Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);  
**or**
- (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,  
**and**
- (c) Mayor’s or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;  
**and**
- (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

#### Technical Documents

- (f) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (g) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (h) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;  
**or**  
Original copy of Notarized Bid Securing Declaration; **and**
- (i) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (j) Original duly signed Omnibus Sworn Statement (OSS);  
**and** if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

#### Financial Documents

- (k) The Supplier’s audited financial statements, showing, among others, the Supplier’s total and current assets and liabilities, stamped “received” by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**

- (l) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);  
**OR**  
A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

***Class "B" Documents***

- (m) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;  
**OR**  
duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

***Other documentary requirements under RA No. 9184 (as applicable)***

- (n) *[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
- (o) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

**25 FINANCIAL COMPONENT ENVELOPE**

- (a) Original of duly signed and accomplished Financial Bid Form; **and**
- (b) Original of duly signed and accomplished Price Schedule(s).

## ***Section IX Bidding Forms***

**TECHNICAL COMPONENT ENVELOPE**  
**Class "A" Document**

**Technical Documents**

## LIST OF ON-GOING GOVERNMENT and PRIVATE CONSTRUCTION CONTRACTS INCLUDING CONTRACTS AWARDED BUT NOT YET STARTED

Business Name : \_\_\_\_\_

Business Address : \_\_\_\_\_

Name of Contract/Location Project Cost	a. Owner Name b. Address c. Telephone Nos.	Nature of Work	Contractor's Role		a. Date Awarded b. Date Started c. Date of Completion	% of Accomplishment		Value of Outstanding Works
			Description	%		Planned	Actual	
<u>Government</u>								
<u>Private</u>								
						Total Cost		

Note: This statement shall be supported with:  
 1 Notice of Award and/or Contract  
 2 Notice to Proceed issued by the owner  
 3 Certificate of Accomplishments signed by the owner or Project Engineer

Submitted by : \_\_\_\_\_  
(Printed Name & Signature)  
 Designation : \_\_\_\_\_  
 Date : \_\_\_\_\_

## STATEMENT SHOWING THE BIDDER'S SINGLE LARGEST COMPLETED CONTRACT WHICH IS SIMILAR IN NATURE

Business Name : \_\_\_\_\_

Business Address : \_\_\_\_\_

Name of Contract	a. Owner Name b. Address c. Telephone Nos.	Nature of Work	Contractor's Role		a. Amount at Award b. Amount at Completion c. Duration	a. Date Awarded b. Contract Effectivity c. Date Completed
			Description	%		
<u>Government</u>						
<u>Private</u>						

Note: This statement shall be supported with:

- 1 Owner's Certificate of Final Acceptance or the Certificate of Completion
- 2 Whenever applicable, the Constructor Performance Evaluation Summary (CPES) Final Rating which must be satisfactory.
- 3 Contract

Submitted by : \_\_\_\_\_

(Printed Name & Signature)

Designation : \_\_\_\_\_

Date : \_\_\_\_\_

## Performance Securing Declaration (Revised)

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

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

### PERFORMANCE SECURING DECLARATION

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

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

I/We, the undersigned, declare that:

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

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

*[Insert NAME OF BIDDER OR ITS  
AUTHORIZED REPRESENTATIVE]*

*[Insert signatory's legal capacity]*

Affiant

**[Jurat]**

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



## **Bid-Securing Declaration FORM**

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

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

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

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

I/We, the undersigned, declare that:

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

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

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

**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**

**Serial No. of Commission** \_\_\_\_\_

**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 SECURITY FORM (BANK GUARANTEE)**

WHEREAS,     (Name of Bidder)     (hereinafter called "the Bidder") has submitted his bid dated     (Date)     for the     (Name of Contract)     (hereinafter called "the Bid").

KNOW ALL MEN by these presents that We     (Name of Bank)     of     (Name of Country)     having our registered office at \_\_\_\_\_ (hereinafter called "the Bank" are bound unto     (Name of the Procuring Entity)     (hereinafter called "the Employer") in the sum of \_\_\_\_\_ for which payment well and truly to be made to the said Employer the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

THE CONDITIONS of this obligation are:

- 1. If the Bidder withdraws his Bid during the period of bid validity specified in the Form of Bid; or
- 2. If the Bidder does not accept the correction of arithmetical errors of his bid price in accordance with the Instructions to Bidder; or
- 3. If the Bidder having been notified of the acceptance of his bid by the Employer during the period of bid validity:
  - a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
  - b) fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders;

we undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or both of the two (2) conditions, specifying the occurred condition or conditions.

The Guarantee will remain in force up to and including the date \_\_\_\_\_ days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE \_\_\_\_\_ SIGNATURE OF THE BANK  
 \_\_\_\_\_  
 WITNESS \_\_\_\_\_ SEAL \_\_\_\_\_

\* To be accompanied by a confirmation from the bank that it issued the Bank Guarantee

## BID SECURITY: SURETY BOND

BOND NO.: \_\_\_\_\_

DATE BOND EXECUTED: \_\_\_\_\_

By this bond, We \_\_\_\_(Name of Bidder)\_\_\_\_ (hereinafter called "the Principal") as Principal and \_\_\_\_(Name of Surety)\_\_\_\_ of the country of \_\_\_\_(Name of Country of Surety)\_\_\_\_, authorized to transact business in the country of \_\_\_\_(Name of Country of Employer)\_\_\_\_ (hereinafter called "the Surety") are held and firmly bound unto \_\_\_\_(Name of Employer)\_\_\_\_ (hereinafter called "the Employer") as Obligee, in the sum of \_\_\_\_\_, callable on demand, for the payment of which sum, well and truly to be made, we, the said Principal and Surety bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

SEALED with our seals and dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

WHEREAS, the Principal has submitted a written Bid to the Employer dated the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_, for the \_\_\_\_\_ (hereinafter called "the Bid").

NOW, THEREFORE, the conditions of this obligation are:

- 1) If the Principal withdraws his Bid during the period of bid validity specified in the Form of Bid; or
- 2) If the Principal does not accept the correction of arithmetical errors of his bid price in accordance with the Instruction's to Bidders: or
- 3) If the Principal having been notified of the acceptance of his Bid by the Employer during the period of bid validity:
  - a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
  - b) fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders;

then this obligation shall remain in full force and effect, otherwise it shall be null and void.

PROVIDED HOWEVER, that the Surety shall not be:

- a) liable for a greater sum than the specified penalty of this bond, nor
- b) liable for a greater sum than the difference between the amount of the said Principal's Bid and the amount of the Bid that is accepted by the Employer.

This Surety executing this instrument hereby agrees that its obligation shall be valid for 120 calendar days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Surety is hereby waived.

PRINCIPAL \_\_\_\_\_

SURETY

\_\_\_\_\_  
SIGNATURE(S) \_\_\_\_\_

SIGNATURES(S)

\_\_\_\_\_  
NAME(S) AND TITLE(S) \_\_\_\_\_

NAME(S)

\_\_\_\_\_  
SEAL \_\_\_\_\_

SEAL \_\_\_\_\_



Republic of the Philippines  
Department of Finance  
**INSURANCE COMMISSION**  
1071 United Nations Avenue

**C E R T I F I C A T I O N**

This is to certify that **[NAME OF INSURANCE COMPANY]** is licensed to transact non-life insurance business in the Philippines for [state lines such as **FIRE, MARINE, CASUALTY and SURETY**] lines under **Certificate of Authority No. \_\_\_\_\_** effective **[date: day/month/year]** until **[date: day/month/year]**, unless sooner revoked or suspended for cause.

It is certified, moreover, that **[NAME OF INSURANCE COMPANY]** is authorized under its license to issue surety bonds required by the Implementing Rules and Regulations of R.A. No. 9184, and that the insurance company had issued [state surety bond: [type of surety bond] with **[BOND NUMBER]** which **callable upon demand** together with the principal **[NAME OF THE PRINCIPAL]** in favor of the obligee **[NAME OF THE OBLIGEE]** in the amount of **[AMOUNT OF WORDS]** (Php \_\_\_\_\_) for the project: **[NAME OF THE PROJECT]**, certified photocopy [or duplicate] of said bond was submitted by the company to the Insurance Commission.

This Certification is issued upon the request of **[NAME OF THE REQUESTING PERSON]**, [Position] of [Name of Insurance Company], pursuant to the Revised Implementing Rules and Regulations of R.A. No. 9184.

Issued on this *[day/month/year]*.  
*City of Manila, Philippines.*

For the Insurance Commissioner:

**[NAME OF THE IC DIVISION MANAGER]**  
IC Division Manager  
Regulation, Enforcement,  
& Prosecution Division

*\* To be accompanied by a certification from the Insurance Commission stating that the Bonding Company is authorized to issue a security*

### For Goods Offered from Abroad

Name of Bidder \_\_\_\_\_ Invitation to Bid<sup>2</sup> Number \_\_\_\_ Page \_\_\_\_ of \_\_\_\_\_

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)

\_\_\_\_\_  
[signature]

\_\_\_\_\_  
[in the capacity of]

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

\_\_\_\_\_  
<sup>2</sup> If ADB, JICA and WB funded projects, use IFB.

**For Goods Offered from Within the Philippines**

Name of Bidder \_\_\_\_\_ Invitation to Bid<sup>3</sup> Number \_\_\_\_ Page of \_\_\_\_.

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and Insurance 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)

\_\_\_\_\_  
[signature]

\_\_\_\_\_  
[in the capacity of]

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

\_\_\_\_\_  
<sup>3</sup> If ADB, JICA and WB funded projects, use IFB.



## Contract Agreement Form

---

THIS AGREEMENT made the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between *[name of PROCURING ENTITY]* of the Philippines (hereinafter called “the Entity”) of the one part and *[name of Supplier]* of *[city and country of Supplier]* (hereinafter called “the Supplier”) of the other part:

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

### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the Supplier’s Bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.* bidder’s response to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity’s bid evaluation;
  - (b) the Schedule of Requirements;
  - (c) the Technical Specifications;
  - (d) the General Conditions of Contract;
  - (e) the Special Conditions of Contract;
  - (f) the Performance Security; and
  - (g) the Entity’s Notice of Award.
3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

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

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Entity)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Supplier).

## Omnibus Sworn Statement

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

### AFFIDAVIT

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

1. **Select one, delete the other:**

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

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

2. **Select one, delete the other:**

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

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

3. *[Name of Bidder]* is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;
4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. *[Name of Bidder]* is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. **Select one, delete the rest:**

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

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

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

7. [Name of Bidder] complies with existing labor laws and standards; and
8. [Name of Bidder] is aware of and has undertaken the 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 [Name of the Project].
9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

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

\_\_\_\_\_  
Bidder's Representative/Authorized Signatory

**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. \_\_\_\_\_ and his/her Community Tax Certificate No. \_\_\_\_\_ issued on \_\_\_\_ at \_\_\_\_\_.

Witness my hand and seal this \_\_\_\_ day of [month] [year].

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_

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 \_\_\_\_\_

\* This form will not apply for WB funded projects.

## **Bid Securing Declaration Form**

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

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

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

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

I/We, the undersigned, declare that:

4. 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.
5. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
6. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
  - d. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
  - e. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
  - f. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

*[Insert NAME OF BIDDER OR ITS AUTHORIZED  
REPRESENTATIVE]*

*[Insert signatory's legal capacity]*

Affiant

[Jurat]

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

**Omnibus Sworn Statement**

*[shall be submitted with the Bid]*

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

**AFFIDAVIT**

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

1. *[Select one, delete the other:]*

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

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

2. *[Select one, delete the other:]*

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

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

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. *[Select one, delete the rest:]*

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

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

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
  - a. Carefully examining all of the Bidding Documents;
  - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
  - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

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

*[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]*

*[Insert signatory's legal capacity]*

**Affiant**

**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. \_\_\_\_\_ and his/her Community Tax Certificate No. \_\_\_\_\_ issued on \_\_\_\_ at \_\_\_\_\_.

Witness my hand and seal this \_\_\_\_ day of [month] [year].

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. \_\_\_\_\_ [date issued], [place issued]

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Doc. No. \_\_\_\_\_

Page No. \_\_\_\_\_

Book No. \_\_\_\_\_

Series of \_\_\_\_\_



**TECHNICAL COMPONENT ENVELOPE**  
**Class "A" Document**

**Financial Documents**

## COMPUTATION OF NET FINANCIAL CONTRACTING CAPACITY (NFCC)

- A. Summary of the Firm's/Contractor's assets and liabilities on the basis of the audited financial statement, stamped "RECEIVED" by the Bureau of Internal Revenue or BIR authorized collecting agent, for the immediately preceding year and a certified copy of Schedule of Fixed Assets particularly the list of construction equipment.

		Year 20__
1.	Total Assets	
2.	Current Assets	
3.	Total Liabilities	
4.	Current Liabilities	
5.	Total Net Worth (1-3)	
6.	Current Net Worth or Net Working Capital (2-4)	

- B. The Net Financial Contracting Capacity (NFCC) based on the above data is computed as follows:

NFCC = [(current asset – current liabilities) (15)] minus value of all outstanding contracts including those awarded contracts but not yet started

NFCC = Php \_\_\_\_\_

Submitted by:

\_\_\_\_\_  
Name of Firm / Contractor

\_\_\_\_\_  
Signature of Authorized Representative

Date: \_\_\_\_\_

**NOTE:**

As per Section 23.1.b) of IRR of R.A.9184: For Joint Venture Bidder, the partner responsible to submit the NFCC shall likewise submit the Statement of all its on-going contracts and Audited Financial Statements.

**FINANCIAL COMPONENT ENVELOPE**

**Bid Form for the Procurement of Infrastructure Projects**  
*[shall be submitted with the Bid]*

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**BID FORM**

Date : \_\_\_\_\_  
Project Identification No. : \_\_\_\_\_

To: *[name and address of Procuring Entity]*

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

- a. We have no reservation to the PBDs, including the Supplemental or Bid Bulletins, for the Procurement Project: *[insert name of contract]*;
- b. We offer to execute the Works for this Contract in accordance with the PBDs;
- c. The total price of our Bid in words and figures, excluding any discounts offered below is: *[insert information]*;
- d. The discounts offered and the methodology for their application are: *[insert information]*;
- e. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein and reflected in the detailed estimates,
- f. Our Bid shall be valid within the a period stated in the PBDs, and it shall remain binding upon us at any time before the expiration of that period;
- g. If our Bid is accepted, we commit to obtain a Performance Security in the amount of *[insert percentage amount]* percent of the Contract Price for the due performance of the Contract, or a Performance Securing Declaration in lieu of the the allowable forms of Performance Security, subject to the terms and conditions of issued GPPB guidelines<sup>4</sup> for this purpose;
- h. We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;
- i. We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed; and

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<sup>4</sup> currently based on GPPB Resolution No. 09-2020

- j. We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.
- k. We likewise certify/confirm that the undersigned, 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, and to sign and execute the ensuing contract for the [Name of Project] of the [Name of the Procuring Entity].
- l. We acknowledge that failure to sign each and every page of this Bid Form, including the Bill of Quantities, shall be a ground for the rejection of our bid.

Name: \_\_\_\_\_

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Date: \_\_\_\_\_

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

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**For Goods Offered from Within the Philippines**

Name of Bidder \_\_\_\_\_ Project ID No. \_\_\_\_\_ Page \_\_\_ of \_\_\_

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	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)



