

PHILIPPINE BIDDING DOCUMENTS



Government of the Republic of the
Philippines
City Government of Pasig

**Repair of Pasig City Intelligent
Transport System (ITS)
Command Center - PCDRRMO**

**Sixth Edition
July 2020**

Table of Contents

Glossary of Acronyms, Terms, and Abbreviations.....	2
Section I. Invitation to Bid	5
Section II. Instructions to Bidders.....	9
1. Scope of Bid.....	10
2. Funding Information.....	10
3. Bidding Requirements	10
4. Corrupt, Fraudulent, Collusive, and Coercive Practices	10
5. Eligible Bidders.....	11
6. Origin of Goods.....	12
7. Subcontracts	12
8. Pre-Bid Conference	12
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	13
12. Bid Prices	14
13. Bid and Payment Currencies	14
14. Bid Security.....	15
15. Sealing and Marking of Bids.....	15
16. Deadline for Submission of Bids.....	15
17. Opening and Preliminary Examination of Bids.....	15
18. Domestic Preference.....	16
19. Detailed Evaluation and Comparison of Bids.....	16
20. Post-Qualification.....	17
21. Signing of the Contract	17
Section III. Bid Data Sheet.....	18
Section IV. General Conditions of Contract	24
1. Scope of Contract	25
2. Advance Payment and Terms of Payment	25
3. Performance Security.....	25
4. Inspection and Tests	25
5. Warranty	26
6. Liability of the Supplier	26
Section V. Special Conditions of Contract	27
Section VI. Schedule of Requirements.....	33
Section VII. Technical Specifications	34
Section VIII. Checklist of Technical and Financial Documents.....	53

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 maybe 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

CITY GOVERNMENT OF PASIG

The Bids and Awards Committee

INVITATION TO BID FOR

Repair of Pasig City Intelligent Transport System (ITS) Command Center - PCDRMO

1. The **CITY GOVERNMENT OF PASIG**, through the Executive Budget CY 2023 intends to apply the sum *Seventy-Four Million Forty-Four Thousand Three Hundred Fifty-Five Pesos and 50/100 Only (Php 74,044,355.50)* being the ABC to payments under the contract for the *Repair of Pasig City Intelligent Transport System (ITS) Command Center – PCDRMO*. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **CITY GOVERNMENT OF PASIG** now invites bids for the above Procurement Project. *Delivery of the Goods, please refer to the Terms of Reference*. Bidders should have completed, within *three (3) years* from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
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.
 - a. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
4. Prospective Bidders may obtain further information from the Bids and Awards Committee through its Secretariat and inspect the Bidding Documents at the address given below during office hours, Monday to Friday, from 8:00 A.M. to 5 P.M.
5. A complete set of Bidding Documents may be acquired by interested Bidders on *August 09, 2023* from the given address and website(s) below *and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Fifty Thousand Pesos (Php50,000.00)*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees presented in person.

6. The **CITY GOVERNMENT OF PASIG** will hold a Pre-Bid Conference on *August 16, 2023, 1:30 P.M* at *7th Floor Meeting Room, Pasig City Hall, Caruncho Avenue, San Nicolas, Pasig City*, which shall be open to prospective bidders.
7. Bids must be duly received by the Procurement Management Office through manual submission at the office address indicated below, on or before *August 30, 2023, 9:30 A.M.* Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on *August 30, 2023, 10:00 A.M* at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. Each Bidder shall submit **one (1) sealed Mother envelope** containing:
 1. **ORIGINAL (SEALED AND LABELED)**
 - 1.1 Company Profile Folder
 - 1.2 Original Technical Component and Original Financial Components (hard copy, in 2 separate sealed envelopes)

And

- 1.3 One (1) USB Flash Drive containing
 - 1.3.1 Scanned Documents (Original Technical and Original Financial Components)
 - 1.3.2 Excel File of the Price Schedule
2. **COPY 1 (SEALED AND LABELED)**
 - 2.1 One (1) USB Flash Drive sealed and labeled as "Copy 1" containing scanned documents of Technical and Financial Components

Bidders shall bear all costs associated with the preparation and submission of their bids, and *THE CITY GOVERNMENT OF PASIG* will in no case, be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

Bidders should note that *THE CITY GOVERNMENT OF PASIG* will only accept bids from those that have paid the applicable fee for the Bidding Documents.

In accordance with Government Procurement Policy Board (GPPB) Circular 06-2005 - Tie-Breaking Method, the Bids and Awards Committee (BAC) shall use a non-discretionary and non-discriminatory measure based on sheer luck or chance, which is "DRAW LOTS," in the event that two (2) or more bidders have been

post-qualified and determined as the bidder having the Lowest Calculated Responsive Bid (LCRB) to determine the final bidder having the LCRB, based on the following procedures:

- a) In alphabetical order, the bidders shall pick one rolled paper.
 - b) The lucky bidder who would pick the paper with a "CONGRATULATIONS" remark shall be declared as the final bidder having the LCRB and recommended for award of the contract.
11. The **CITY GOVERNMENT OF PASIG** 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:

Atty. Ponce Miguel D. Lopez
*Procurement Management Office
Caruncho Avenue, Pasig City
bidsandawards@pasigcity.gov.ph
(02) 8643-1111 local 1461 or 1462
Pasigcity.gov.ph*

13. You may visit the following websites:

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

August 09, 2023

SGD

Atty. Josephine C. Lati-Bagoisan
BAC Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *CITY GOVERNMENT OF PASIG* wishes to receive Bids for [Repair of Pasig City Intelligent Transport System \(ITS\) Command Center – PCDRMO](#), with identification number *ITB No. bac-23-0809f*.

The Procurement Project (referred to herein as “Project”) is composed of *one (1) lot*, 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 Executive Budget CY 2023 in the amount of [Seventy-Four Million Forty-Four Thousand Three Hundred Fifty-Five Pesos and 50/100 \(Php 74,044,355.50\)](#).

2.2. The source of funding is:

- a. LGUs, the Annual or Supplemental Budget, as approved by the Sanggunian.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices

defined under Annex "I" of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. 5.2.
 - a. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
 - i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
 - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - iii. When the Goods sought to be procured are not available from local suppliers; or
 - iv. When there is a need to prevent situations that defeat competition or restrain trade.
 - b. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
 - 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.
 - b. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.
 - c. For procurement where the Procuring Entity has

determined, after the conduct of market research, that imposition of either (a) or (b) will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding: the Bidder should comply with the following requirements:

- i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least *fifty percent (50%) in the case of non-expendable supplies and services or twenty-five percent (25%) in the case of expendable supplies* of the ABC for this Project; and
- ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.

5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that:

- a. 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 *7th Floor Meeting Room, Pasig City Hall, Caruncho Avenue, San Nicolas, Pasig City* 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 *three (3) years* prior to the deadline for the submission and receipt of bids.

10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.

11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.

11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:

- a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in the **BDS**.
- b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted 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 the **BDS**.

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 tradable 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*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

Each Bidder shall submit one copy of the first and second components of 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**.

17. Opening and Preliminary Examination of Bids

17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or

other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:

- Option 1 – One Project having several items that shall be awarded as one contract.
- Option 2 – One Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.

- Option 3 - One Project having several items, which shall be awarded as separate contracts per item.

19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

20.2. 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, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

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

Section III. Bid Data Sheet



INSTRUCTION TO BIDDERS

PROJECT : *Repair of Pasig City Intelligent Transport System (ITS)
Command Center – PCDRMO*
Date : *August 09, 2023*

This shall form an integral part of the Bid Documents.

1. Bidders are requested to organize and submit their bids on the following requirements:

1. *Submit First (1st) Envelope containing one (1) hard copy of the ORIGINAL Technical Component, including the Eligibility Requirements. 1st Envelope shall be sealed and labeled as "ORIGINAL TECHNICAL COMPONENT"*
2. *Submit Second (2nd) Envelope containing one (1) hard copy of the ORIGINAL Financial Component. 2nd Envelope shall be sealed and labeled as "ORIGINAL FINANCIAL COMPONENT"*
3. *Submit USB Flash Drive containing one (1) soft/scanned copy of the ORIGINAL Technical Component and Financial Component; and Excel File of the Price Schedule in USB Flash Drive*

Note: *The 1st Envelope, 2nd Envelope and the USB flash drive containing the soft/scanned copy of the original technical and financial components and excel file of the price schedule shall be enclosed in a single envelope, sealed and labeled as "ORIGINAL BID"*

4. *Submit USB Flash Drive containing one (1) soft/scanned copy of the Technical Component and Financial Component. USB flash drive shall be enclosed in a separate envelope, sealed and labeled as "COPY 1"*
5. *The "ORIGINAL BID" and "COPY 1" envelopes shall be enclosed in a single MOTHER ENVELOPE sealed and properly labeled*

**Sections of the bid shall be separated by dividers, proper tabs;*

***NO** *scratch papers.*

All envelopes (1st Envelope, 2nd Envelope, Original Bid Envelope, Copy 1 Envelope and Mother Envelope) shall be labeled as follows:

- *Addressed to the procuring entity's BAC Chairperson*
 - *Name of the project/contract to be bid*
 - *Name, address and contact details of the bidder*
 - *"DO NOT OPEN BEFORE <bid opening date and time>"*
- ✓ *Unsealed or unmarked bid envelopes shall be rejected. However, bid envelopes that are not properly sealed and marked, as required in the bidding documents, shall be accepted, provided that the bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The Procuring Entity shall not be responsible for misplaced Bidding Documents and premature opening.*

BIDDING DOCUMENTS AVAILABILITY AND FEE

- *Bidding Documents:*
 - **August 09, 2023 to August 30, 2023 until 9:30 A.M.**
 - *8:00 am to 5:00 pm and upon payment of applicable fees for the Bidding Documents at the City Treasurer's Office*
- *Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.*
- *Standard rates for bidding documents*

Approved Budget for the Contract	Maximum Cost of Bidding Documents
500,000 and below	P500.00
More than 500,000 up to 1 million	1,000.00
More than 1 million up to 5 million	5,000.00
More than 5 million up to 10 million	10,000.00
More than 10 million up to 50 million	25,000.00
More than 50 million up to 500 million	50,000.00
More than 500 million	75,000.00

INSTRUCTION TO BIDDERS ON PAYMENT OF BIDDING DOCUMENTS

- *Secure Order of Payment for the bidding documents at the Procurement Management Office, 4th Floor Pasig City Hall*
- *Proceed to City Treasurer's Office, 1st Floor Pasig City Hall for the payment of bidding documents*
- *Mode of payment: Cash or Manager's/ Cashier's Check payable to City Government of Pasig*
 - **Personal Check shall not be accepted.**
- *Present the Official Receipt to the BAC Secretariat's Office for the release of the complete set of bidding documents.*

REMINDERS:

- *The **deadline for the submission of bid is on **August 30, 2023 (Wednesday)** at **9:30AM** at the **Procurement Management Office**, 4th Floor Pasig City Hall, Caruncho Ave., San Nicolas Pasig City. The digital clock at the Procurement Management Office that is set to the Philippine Time (PhST) shall be used as reference in determining the time for the submission of bids, Hence participating bidders are advised to synchronize their timepiece with the said digital clock. **Late bids or those who submitted after 9:30AM of August 30, 2023 (Wednesday) shall not be accepted.*****
- *Bidders may submit their bid documents days ahead of the deadline for the submission in order to avoid late submission.*
- ***Bid opening shall be on **August 30, 2023 (Wednesday)** at **10:00AM** at **7th Floor Meeting Room, Pasig City Hall**, Caruncho Ave., San Nicolas Pasig City. Bids will be opened in the presence of the bidders' representatives who choose to attend.***
- *All licenses, permits and other required clearances should be valid at the time of the submission of bids, Post-Qualification Evaluation and signing of the contract.*

- *The BAC expects the bidders to exercise due diligence in going through the bid documents so that they can prepare their bids intelligently.*
- *The Bids and Awards Committee will still continue to implement social distancing and shall require only one (1) Representative per company.*
- All attendees will be subjected to thermal scan prior to entry of the venue and shall:
 1. wear medical face mask and face shield at all times – **“No Mask No Entry”**
 2. bring black ballpen
 3. bring alcohol

Please be reminded that all queries after the issuance of Bid Bulletin will not be entertained.

SGD
ATTY. JOSEPHINE C. LATI-BAGAOISAN
BAC Chairperson

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>Repair of Intelligent Transport System (ITS)</i></p> <p style="margin-left: 40px;">b. completed within three (3) years prior to the deadline for the submission and receipt of bids.</p>
7.1	<p><i>[Specify the portions of Goods to be subcontracted, which shall not be a significant or material component of the Project as determined by the Procuring Entity.] NONE</i></p>
12	<p>The price of the Goods shall be quoted DDP <i>Pasig City</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.</p>
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 <i>to two percent (2%) of ABC</i>, 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 <i>to five percent (5%) of ABC</i> if bid security is in Surety Bond.</p>
19.3	<p><i>[In case the Project will be awarded by lot, list the grouping of lots by specifying the group title, items, and the quantity for every identified lot, and the corresponding ABC for each lot.]</i></p> <p><i>[In case the project will be awarded by item, list each item indicating its quantity and ABC.]</i></p> <p><i>The evaluation and award is one (1) lot.</i></p> <p><i>Note: Please see Items to be Bid</i></p>
20.2	<p>For purposes of Post-Qualification, the following documents/requirements shall be required:</p> <ul style="list-style-type: none"> • DTI Business Name Registration / SEC Registration / CDA Registration

	<ul style="list-style-type: none"> • Latest General Information Sheet duly submitted to the SEC, if corporation or partnership • Mayor’s Permit (or a recently expired Mayor’s/Business permit together with the official receipt as proof that the prospective bidder has applied for renewal within the period prescribed by the concerned local government unit subject to submission of the Mayor's Permit before the award of contract) • Valid Tax Clearance issued by the BIR • Latest Audited Financial Statement duly submitted to the BIR • Latest Income Tax Return for the preceding Tax Year, whether calendar or fiscal • Latest Business Tax Returns – Value Added Tax (VAT) or Percentage Tax, filed and paid covering the previous six (6) months before the date of Opening of Bids • Other appropriate licenses and permits required by law and documents stated in the Bidding Documents, Bid Bulletin/s and Terms of Reference, if any • Product brochures of the items to be offered, if any • Demonstrate and/or show that they are capable of restoring and operate the system by providing at least a 1-day trial period where in the software is seen working and/or manageable • Attach proof (or certification) that they have on hand the necessary software needed to restore the system within seven (7) calendar days • The bidder must be able to provide proof that they are able to deliver all hardware and supplies required for the repair <p><i>Note: Please see Terms of Reference (if any)</i></p>
21.2	<p>Additional contract documents shall be required as follows:</p> <p><i>Note: to be discussed during Pre-bidding Conference</i></p>

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

- 2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. Performance Security

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

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to

tests in the **SCC, Section VII (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

- 5.1 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.
- 5.2 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	
1	<p><i>Please see Attached Terms of Reference/Terms and Conditions/Additional requirements</i></p> <p>Delivery and Documents –</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><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered [OGS Warehouse, Sto. Tomas, Pasig City.] In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered [OGS Warehouse, Sto. Tomas, Pasig 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 <i>[indicate name(s)]</i>.</p> <p>Incidental Services –</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"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;

c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

- d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

Spare Parts –

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

1. 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

2. in the event of termination of production of the spare parts:

i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and

ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

The spare parts and other components required are listed in **Section VI (Schedule of Requirements)** and the costs thereof are included in the contract price.

The Supplier shall carry sufficient inventories to assure ex- stock supply of consumable spare parts or components for the Goods for a period of [*indicate here the time period specified.*]

If not used indicate a time period of three times the warranty period].

Spare parts or components shall be supplied as promptly as possible, but in any case, within [*insert appropriate time period*] months of placing the order.

Packaging –

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.

The outer packaging must be clearly marked on at least four (4) sides as follows:

Name of the Procuring Entity
Name of the Supplier
Contract Description
Final Destination
Gross weight
Any special lifting instructions
Any special handling instructions
Any relevant HAZCHEM classifications

A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.

Transportation –

Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.

Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.

The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.

Intellectual Property Rights –

The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.

2.2	The terms of payment shall be as follows: <u><i>Within 45 days after completion of delivery and was duly Inspected and Accepted by the Procuring Entity as evidenced by a Certificate to that effect.</i></u>
-----	---

4	<p>The inspections and tests that will be conducted are: <i>[Please see attached Terms of Reference, Additional Terms or Additional Requirements if any;]</i></p> <p>The inspections and tests that will be conducted include, but not limited to inspection for the completeness of the requirements in accordance with the required quantity of the procurement requirement and compliance to all parameters of the Technical Specifications/Scope of Work/Terms of Reference at the project site.</p>
---	--

Section VI. Schedule of Requirements

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

Item No.	Description	Quantity	Total	Delivered, Weeks/Months
1	Repair of Pasig City Intelligent Transport System (ITS)	1 lot	1 lot	Please refer to the Terms of Reference

Section VII. Technical Specifications

Technical Specifications

Item	Specification	Statement of Compliance	
		<p><i>[Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. <u>Bidders should likewise indicate the "BRAND" to be offered, or the manufacturer's name.</u> Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and dissuances.]</i></p>	
		Statement of Compliance /	Brand Name

		Evidence of Compliance	
1	<p>"Repair of Pasig City Intelligent Transport System (ITS) Command Center, ""SERVER Repair - Repair and updating of system (Unix Server & NT Server) Main Host(DB Server), Traffic Signal Control Server, Signal Control Communication Server, VMS Server, VDS Server, Backup Server, Facility Management Server, WEB Server, Mobile Service Server and GIS Server""</p> <p>""NETWORK Repair - Establish network connection including backbone Switch, Layer 2, 3 and 4 Switches, Firewall, SAN Switch""</p> <p>""Storage and Back-up Facility - Repair and replace of main storage and back up facility and ensure they are in good working""</p> <p>""Repair of Display Wall and Related Facilities - Repair DID Monitor, RGB Matrix Switch, PC Interface are updated and working - Upgrading of Main Control PC, Wall Controller, Control Unit - Including accessories if any""</p> <p>""Operations Terminal - Upgrading and repair of Traffic Signal Control Terminal, VMS Terminal, VDS Terminal, Integrated Traffic Management Terminal, Facility Management Terminal, NMS/SMS Terminal""</p> <p>""Includes updating and reinstall of APPLICATION SOFTWARE (for Server and</p>		

<p>Operations Terminal) - Intergrated Traffic Management System, Traffic Signal Control System, Vehicle Detection System (Traffic Information Collection & Management System), VMS Control System, Facility Management System, WEB Service, Mobile Information Service, DID Wall Display System, Pasig City Node-Link & GIS Development, Database Construction""</p> <p>""Includes updating and reinstall of COMMERCIAL SOFTWARE - DBMS for DB Server, NMS/SMS, Virus Vaccine for Window Server, Virus Vaccine for PC, Backup Management Software, GIS Engine, HA Cluster Software""</p> <p>TRAFFIC SIGNAL CONTROL SYSTEM Repair of Traffic Signal Controller -Traffic Signal Controller (UPS Included), Concrete Foundation, Manhole Beside Controller, Communication Device (Fiber Optic), Traffic Signal controller S/W, F/W</p> <p>""Repair of LED Traffic Signal Lamp -4 bids, 3 bids and Pedestrian""</p> <p>""Repair of Inductive Loop Detector - Loop detector head; include lead-in cable and feeder cable installation""</p> <p>""Repair of Pedestrian Push-Button - Includes cabling and guide signs""</p>		
--	--	--

<p>""Updating of Traffic Signal Time Planning & Optimization - Includes Traffic Volume Study, Travel Speed Study, Signal Time Planning, Traffic Coordination""</p> <p>VEHICLE DETECTION SYSTEM -Repair of the image Vehicle Detector (Controller & Camera), Image Calibration & Tuning, Communication Device (Fiber Optic laying), VDS S/W, F/W</p> <p>VARIABLE MESSAGE SIGN (VMS) - Repair and upgrading of LED VMS (Controller Included), Communication Device (Fiber Optic laying), VMS S/W, F/W</p> <p>EMERGENCY VEHICLE PREEMPTION (GREEN-WAVE) -DSRC RSE, Tuning, Communication Device, OBE on Emergency Vehicle</p> <p>ELECTRIC CABLING - Intallation/ laying of Signal Cable, Power Cable for VDS (PF-CV 6.0mm2 2C) Power Cable for VMS (PF-CV 6.0mm2 2C) Power Cable for DSRC RSE (PF-CV 6.0mm2 2C)</p> <p>FIBER OPTICAL COMMUNICATION EXPANSION ""- Laying of Fiber Optic Cable, Fiber Optic Cable Connection, Optic Data Multiplexer (COT) - Including civil works""</p> <p>CIVIL WORKS ""Civil works including but not limited to the following: -Traffic Signal Lamp Cable; Traffic Signal Primary and Secondary Pole; Pedestrian Pole; Traffic Signal Primary and Secondary Pole Base;</p>		
--	--	--

<p> Pedestrian Pole Base; -Removal of old local Controller Base and Controller; Installation of Local Controller Base and Local Controller -Removal old traffic signal Lamp; Removal old pedestrian Lamp; Installation of Traffic Lamp (4 Color); Installation of Traffic Lamp (3 Color); Installation of Pedestrian Lamp (2 Color); -Electrical Meter (Including Concrete Pedestal); Conduit; Installation of Power Line (PF- CV 6.0mm² 2C : Conduit); Installation of Signal Cable; -Waste Treatment (Concrete,Asphalt); Ground Rod and Install Ground Wire; Handhole; -VMS Pole; VMS Pole Base; Installation of VMS Power Cable; Handhole for VMS; VDS Pole; VDS Pole Base; Installation of VDS Power Cable; Handhole for VDS; -RSE DSRC Pole; RSE DSRC Pole Base; RSE DSRC Power Cable Install; Handhole for RSE DSRC; -Road Sign; Thermo Plastic Paint; Median Strip Demolish; -Excavation for Cables (VMS,VDS,Signal Controller); Earth Connection (Signal Controller); Earth Connection (VDS, VMS, DSRC RSE); - Installation of Pedestrian Push Button; Replace or Repair of Damaged Traffic Poles"" TRAINING ON BASIC OPERATIONS AND BASIC TROUBLESHOOTING ""- Inclusive of Training; the Training Facilities for the Engineers, Manual, Workshop & Consulting Meeting is included (See TOR) </p>		
---	--	--

<p>-Provide hardcopy of Operational Manual""</p> <p>PROJECT MANAGEMENT AND ENGINEERING AND SOFTWARE UPDATING AND COMMISSIONING</p> <p>Labor Costs & Expenses for the following</p> <p>-PASIG CITY ITS Repair Project Management; Traffic System Engineer (Traffic Management, Synchronization, Optimization); Traffic System Engineer (Server, Controller, Software, Communication); Video Detection System Engineer; Variable Message Sign Engineer (Controller, VMS); Variable Message Sign Engineer (Software, Communication); Oracle & DB Server Engineer; Network Engineer; Server Engineer; Chief Electrical Engineer; Electrical Engineer; Civil Engineer; Machinery Engineer; Assistant Engineer</p> <p>Software Updating & Optimizing for the following</p> <p>-Intergrated Traffic Management System; Traffic Signal Control System; Vehicle Detection System (Traffic Information Collection & Management System); VMS Control System; Facility Management System; WEB Service; Mobile Information Service; DID Wall Display System; Pasig City Node-Link & GIS Development; Database Construction</p> <p>Software Formatting and Installation for the following</p> <p>-VMS Operating Software (Ransomware Infected); VMS Communication Software (Ransomware Infected); VMS Control Software</p>		
--	--	--

<p>(Ransomware Infected)</p> <p>Commissioning of the following</p> <ul style="list-style-type: none"> -Systems installed in the C3 Command Center System; Local Equipment and Device Hardware; Local Equipment and Device Software & Firmware <p>Provision of the following SPARE PARTS</p> <ul style="list-style-type: none"> -Signal Controller (CPU, Controller, Flasher, LSU, Power and Loop Detector Board) -LED Signal Lamp (4 and 3 bids, pedestrian and pedestrian push button) -Vehicle Detection System (Image Detector Part, Power Board, Camera Part) -VMS (LED Module 600*600mm and Controller) -DSRC RSE (Controller and Antenna) -Inclusive of cost, insurance and freight price <p>*This project also includes the cost for any and all civil works, installation, cabling, wiring, laying and splicing."</p>		
--	--	--

I hereby commit to comply with all the above technical specifications and provisions in the Terms of Reference and/or Bid Bulletin, if any.

Name and Signature of Bidder /
Authorized Representative

TERMS OF REFERENCE

TERMS OF REFERENCE

PROJECT SUMMARY

PROJECT TITLE: **REPAIR OF PASIG CITY ITS** (Intelligent Transport System) – the hardware and software components collectively referred to as the “System”

This agreement represents an undertaking between the City Government of Pasig (the “City”) and the qualified provider of maintenance services (the “Provider”) – collectively referred to as the “Parties” – to conduct the repair of the System.

Valid for the year 2023 from receipt of notice to proceed (NTP) until December of the same calendar year (CY)

PROJECT AREA: **PASIG CITY, PHILIPPINES**

REPAIR SCOPE: The scope of repair shall cover all hardware and software repairs, upgrading and restoration of data, if any for the systems stated below, as detailed in ANNEX A (Schedule of Work)

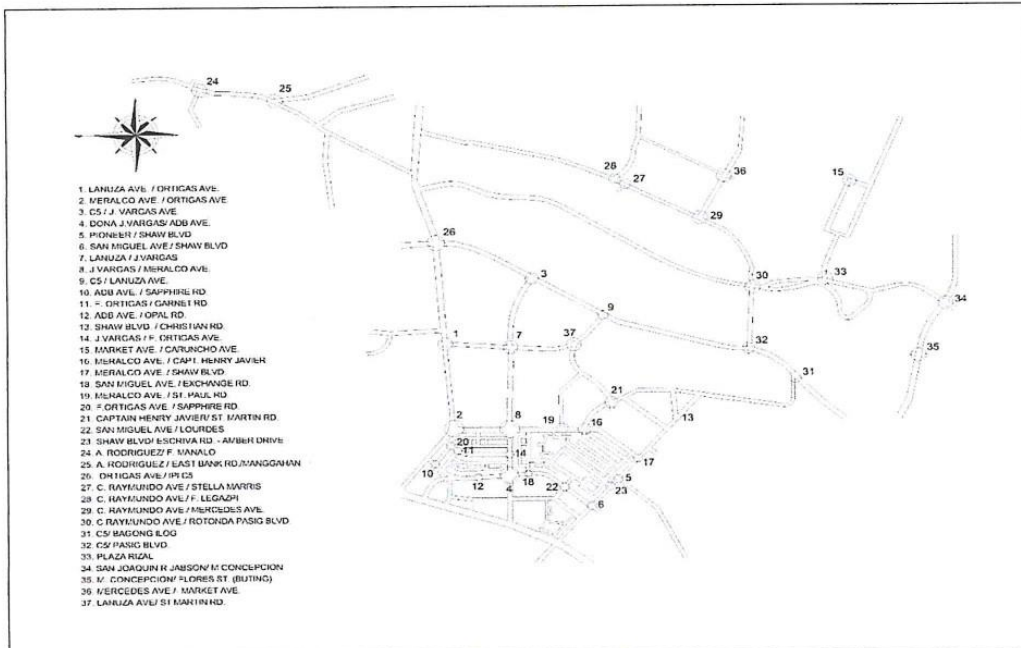
- A. **COMMAND CENTER SYSTEMS** (Servers, Hardware, Network devices, Software)
- B. **OUTDOOR EQUIPMENT** (VMS, VDS, Signal Controllers, Traffic lights, Loop detectors, Switches, Device firmware)
 - Any permits (eg. Excavation permit) needed shall be processed by the Provider
 - This project also includes the cost for any and all civil works, installation, cabling, wiring, laying and splicing that will be done for repair
- C. **SYSTEM FAILURE PREVENTION, RECOVERY, TECHNICAL SUPPORT, TRAFFIC LIGHTS SYNCHRONIZATION, USER(OPERATOR) TRAINING** (Hardware and Software), **SPARE PARTS PROVISION**
- D. **TRAINING** for personnel
 - The Training Facilities for the Engineers, Manual, Workshop & Consulting Meeting given by the Provider, Including the following:
 1. ITS Workshop for PASIG CITY DRRMO
 2. ITS and Traffic Management Consulting for PASIG CITY DRRMO
 3. ITS Hardware & Software Operating Training for C3 Personnel
 4. ITS Hardware & Software Troubleshooting Training for C3 Personnel
 - Supplies, instructor fee, accommodations and travel expenses for the training will be shouldered by the Provider
 - Provide hardcopy of Operational Manual

MAINTENANCE SCOPE

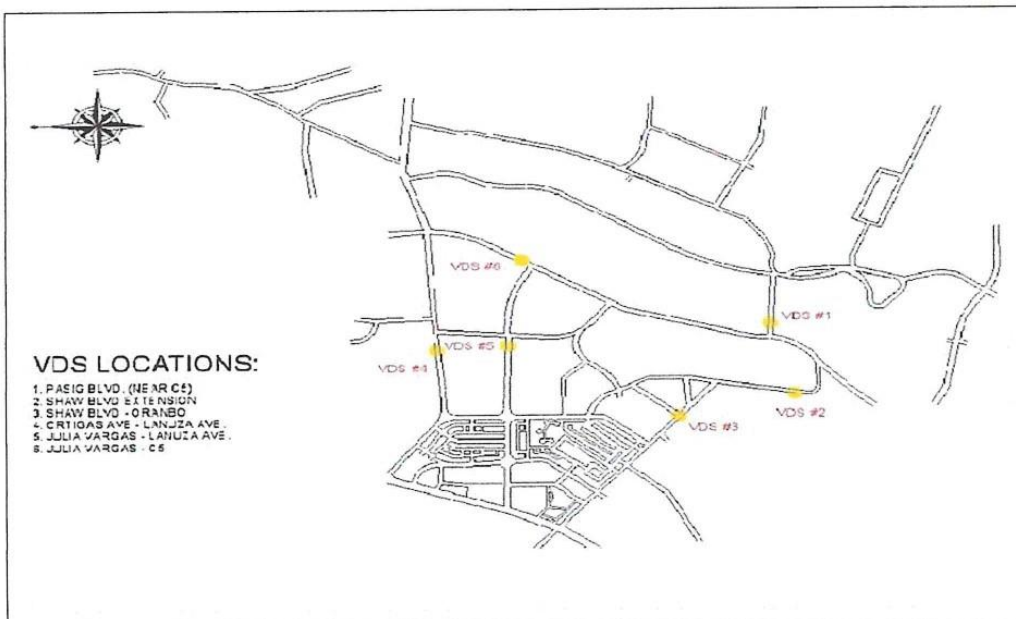
One (1) year warranty provided on the repairs from start of the project (upon repair of the items up to a year after)

- 1) **OUTDOOR EQUIPMENT** and **SYSTEMS**

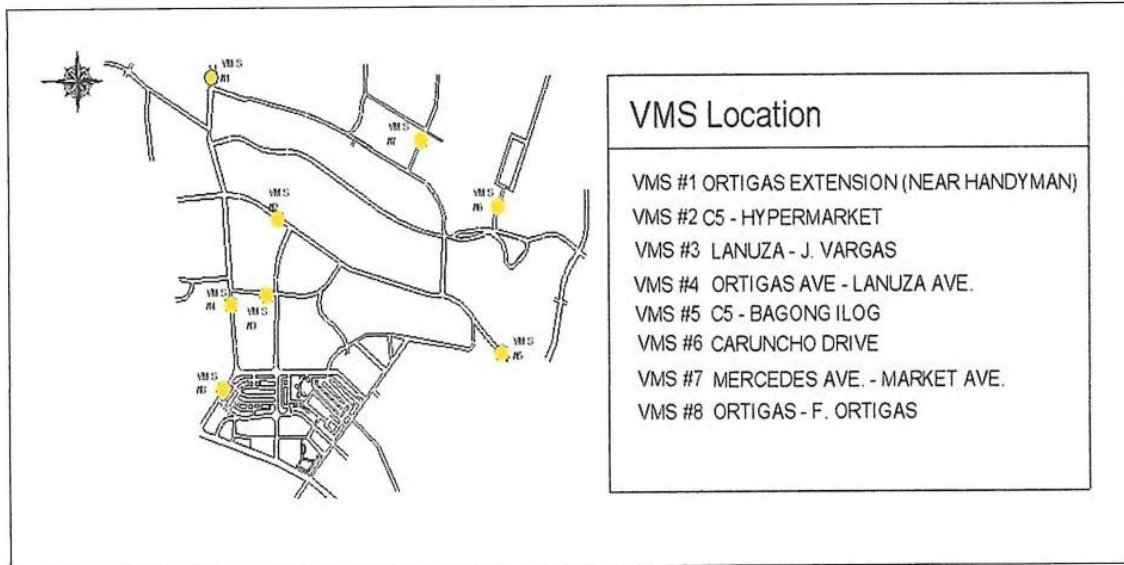
*The repair work to be carried out by the Provider shall be refer to work carried out on or in reference to the below items.



< Signal Controllers and Traffic lights Location >



< VDS Location >



< VMS Location >

2) INDOOR EQUIPMENT and SYSTEMS

A. CENTER SYSTEMS (H/W)

ITEM	DESCRIPTION	QTY
Server	Web server	1
	Facility Server	1
	Back-up Server	1
	Mobile Server	1
	VDS Server	1
	VMS Server	1
	GIS Server	1
	DB(HOST) Server	2
	Traffic Signal Control Server	1
	Signal Control Communication Server	1
	Storage	Main Storage
Back-Up Storage		1
KVM Switch	KVM Switch	1
Network	Backbone Switch	2
	L4 Switch	3
	L3 Switch	1
	L2 Switch	1
	Firewall	2
	SAN Switch	2
Large Display System	DID Monitor	27
	RGB Matrix Switcher	1
	PC Interface	6
	Control PC	1
	Control Unit	1
	Touch Monitor	1
Terminal	Traffic Signal Control Terminal	1
	VMS Terminal	1
	VDS Terminal	1
	Integrated Traffic Management Terminal	1

	Facility Management Terminal	1
	NMS/SMS Terminal	1
Communication equipment	COT	2

B. CENTER SYSTEM (S/W)

ITEM	DESCRIPTION	QTY
Commercial software	DBMS	2
	NMS/SMS Software	1
	Back-up Management Software	1
	Development Software	1

C. OUTDOOR EQUIPMENT

ITEM	DESCRIPTION	QTY
Traffic Signal System	Traffic Signal Controller	37
	LED Signal Lamp	52
	LED Signal Lamp	14
	Pedestrian	159
	Line Detector Head etc. (including lead and feeder cables)	200
VDS	Camera	8
	Encoder	8
	Center Image Detector	1
VMS	LED Screen	8
	Controller	8
	Camera	8
Communication equipment	RT	53

II. BACKGROUND

In 2017, Pasig City established the PASIG CITY ITS system, under the supervision of Pasig City Command, Control, and Communication Center (Pasig C-3) with the objective of harmonizing and improving traffic management, delivering efficient disaster risk reduction and response service, and improving security and public safety within Pasig City. After the procurement of the project, no continuing maintenance program was implemented, resulting in deferment of maintenance activities such as software refreshment, replacement of spare parts, and regular checking of various hardware functions.

The PASIG CITY ITS System is presently in need of repair, rehabilitation and maintenance works in order to restore the full functioning of the system, as described in ANNEX A. The Project aims to secure stable operation and efficiency through maintenance and repair of existing PASIG CITY ITS center systems and outdoor equipment.

III. OBJECTIVES

Through regular preventive checks and maintenance of the PASIG CITY ITS system, the City aims to minimize the possibility of failure and to establish rapid recovery systems of care in the event of failures to provide reliable traffic management, monitoring, and other services to its citizens.

IV. PROJECT REQUIREMENTS

1. GENERAL

- A. Both Parties agree to cooperate for the successful repair of the System towards the goal of the City to provide reliable public service.
- B. In the event of a problem with the system, the Provider shall be required to interact effectively with

the staff of the Pasig DRRM to rapidly check and fix the problem.

- C. Regular inspections shall be carried out without interference of system operations during the period of repair. In the event that immediate inspection or rectification in the System is necessary, the Provider shall inform the City when it requires the inspection of the System beyond the attached Schedule.

The Provider shall conduct works according to the Schedule of Tasks described in ANNEX B, summarized below:

Immediate Tasks Related to Urgent Maintenance
- Validation of Immediate system condition
- Personnel Training (Basic Operation & trouble shooting)
- Command Center System General Inspection, Software and Hardware Repair
- Outdoor Device and System General Inspection, Software and Hardware Repair
- General System Re-booting, Repair, Updating and Installation
- Re-synchronization and re-setting of traffic signal system
- Reactivation of CCTV Camera System
- Reporting to the City of all faults and corrective action taken

- D. The Provider is expected to abide by the Minimum Performance Standards and Specifications and Key Performance Indicators described in ANNEX C of this contract.
- E. The Provider shall regularly submit reports containing the details in accordance with the form approved by the City and may adjust the report items in consultation with the supervisor as necessary.
- F. The Provider shall ensure, in coordination with the Pasig DRRMO, that the data should be regularly backed up and restored when necessary during the repair period.
- G. Except in the case of Force Majeure events as described in Section 5, the Provider is expected to shoulder or otherwise bear responsibility for all costs associated with the restoration and repair of the System, in consideration of the payments to be made by the City to the Provider as described in Section 6.

2. POST QUALIFICATION REQUIREMENT

- A. In addition to the Bids and Awards Committee (BAC) basic requirement during post qualification the bidder must submit/ perform the following requirement
 1. Demonstrate and/ or show that they are capable of restoring and operate the system by providing at least a 1 day trial period where in the software is seen working and/or manageable
 2. Attach proof (or certification) that they have on hand the necessary software needed to restore the system within seven (7) calendar days
 3. The bidder must be able to provide proof that they are able to deliver all hardware and supplies required for the repair

3. DELIVERABLE

- A. Efficient repair of the equipment in the Pasig DRRMO is required and the problem can be improved when it occurs.
- B. The Provider shall ensure that servers and network devices of the System is up-to-date with regular (software and firmware) at no additional cost to the City.
- C. The operating status of systems and network equipment should be inspected, recorded and managed. After completing the repair, the result should be submitted to the Pasig DRRMO.
- D. The Provider must conduct a general inspection for the entire ITS equipment and systems and submit a detailed report.
- E. After resolving problems that occur in the ITS system, the trouble shooting report including symptoms, cause and action should be handed in the Pasig DRRMO. Software glitches must also be checked prior to full turn over.
- F. The Provider must, barring Force Majeure Events such as those described in Section 5, be able to promptly manage and fix hardware glitches during the contract period.
- G. In the event that a software or hardware glitch cannot be resolved within twenty four (24) hours, the Provider shall provide Pasig DRRMO with a written justification as to why it was not able to resolve the problem within the timeframe.

- H. Provider must be able to complete the system (software) recovery and repair within seven (7) days upon receipt of notice to proceed (NTP)
- I. The Provider will include in its repair all necessary cable, wires, other installations and civil works for the repair.
- J. The Provider will include in its cost all and any delivery/ shipping and/ or travel expenses needed/ as necessary

4. TRAINING AND TECHNICAL SUPPORT

- A. Basic ITS training for hardware troubleshooting shall be provided to Pasig City staff by the Provider for the main operating staff, and to any other Pasig City staff at any time upon request of Pasig City.
- B. ITS operator training for SCS (Signal Control System), VMS (Variable Message Sign) software, VDS (Video Detecting System) shall be provided to Pasig City staff by the Provider for the main operating staff, and to any other Pasig City staff, upon request of Pasig City within six (6) months after the contract duration.
- C. Outdoor equipment training for signal controllers, VMS, etc shall be provided to Pasig City staff by the Provider for the main operating staff, and to any other Pasig City staff within six (6) months after the contract duration.
- D. The Provider shall provide 24-hour technical support consultation to Pasig DRRMO in order that the operating staff may fully utilize the System in the interest of the public without issues. If necessary, technical support may be referred to overseas experts or addressed directly by locally available staff members.
- E. The Provider to shoulder the cost of any training expenses including travel and accommodation if any.

5. SECURITY

- A. Any data collected by the System shall be considered ownership of the City. The Provider, in the course of its maintenance of the System, shall not remove, delete, copy, share, or disclose to third parties any data collected by the System without the prior written approval of the City.
- B. The Provider shall establish security measures to prevent the leakage of any data or information collected by the System. The Provider shall be liable for any fines or damages to other parties as a result of failure to safeguard the system in accordance with the Data Privacy Act.
- C. The Provider shall return and destroy the confidential data acquired during the performance of the business after completion of the Project.

6. EXCEPTIONS

- A. If the hardware or software is damaged in the following cases, the Provider will not be held responsible for the replacement of any equipment:
 - 1. Breakdown due to Force Majeure incidents, such as natural disasters, lawless violence, and war. Force Majeure events shall be recognized in documented cases of state of emergency or state of calamity, which are causally and tangibly established to have damaged the system.
 - 2. Replacement due to aging
 - 3. Breakdown due to abuse or destruction caused by the City or contractors or agents sanctioned, licensed or permitted by the City

TERMINATION









- A. This section specifies how pending payments shall be reckoned in the event of termination of the contract. While the Parties recognize that mutual cooperation in the public interest is the supreme objective of the Project, the Parties recognize that orderly procedures to terminate the contract must be considered in the public interest.
- B. If the Provider is in default, the Provider shall forfeit any pending payments owed to them by the city for the current quarterly period, as well as any future payments owed.
- C. The Provider shall be considered in default in the following cases:







1. Recording of Persistent Breach for any KPI specified in ANNEX C in two consecutive times
2. Documented failure to perform any of the tasks in ANNEX B
3. Corrupt activity by the Provider or any of its agents or subcontractors.









7. EFFECTIVE DATE AND TOTAL CONTRACT PRICE



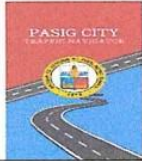


- A. This agreement shall become effective upon receipt of notice to proceed (NTP)/ signing of the contract
- B. The total price of the contract shall be payable in the following schedule:

Payment Terms	Percentage
Mobilization Payment upon Signing	15%
Upon 100% completion of the project with attached documentation and report on completed works	85%
Total	100%

		
10. 	Main Storage	Main storage has been disconnected from DB server.
11. 	Backup Storage (Multiple)	Backup storages have been disconnected from DB server.
12. 	SAN Switch (No.1, No.2)	Not functioning.
13. 	Total Operating Management	It has not shown real time road conditions and traffic information. TOM has been down.
14. 	Signal Control Software	SCS has completely lost its control and communication with all traffic lights in PASIG City.
15. 	Network and Server Management System	Under rick of ransomware infection via VMS system.
16 	Video Detection System Operating System	VDS OS has not collected field data due to communication issues.
17.	Variable Message Sign Software	VMS (control) software has been infected by ransomware. Impossible to fix or recover.

		
18. FMS	Facility Management Operating System	Under rick of ransomware infection via VMS system.
19. 	Digital Information Display Operating System	DID OS need to be updated. Some devices have been damaged.
20. MCOS	Main Control Operating System	Under rick of ransomware infection via VMS system.
21. 	Traffic Light	More than 70 percent traffic lights have been malfunctioning. All traffic lights in Pasig City have lost their communication with command center. Not able to control in command center.
22. 	Traffic Light Controller	100 percent controllers have lost communication with command center. Command center has lost control of all 37 traffic light controllers in Pasig City. Some of controllers have electrical issues due to electrical shortage and fluctuation, wet and burning issues due to flooding, and safety issues due to broken key cylinder, cabinet.
23. 	Variable Message Sign	100 percent VMS have not been functioning. All VMS have lost communication to command center. Mainboards and power supplier need to be replaced.
24. 	Variable Message Sign Controller	100 percent VMS controllers have not been functioning. All VMS controllers have lost communication to command center. Mainboards and power supplier need to be replaced.
25.	Video Detection System Device	VDS cameras and controllers have not been functioning.

		
<p>26.</p> 	<p>Loop Detectors</p>	<p>Loop detectors need inspection and repair.</p>
<p>27.</p> 	<p>CCTV Cameras</p>	<p>CCTV cameras need inspection and repair.</p>
<p>28.</p> 	<p>Communication Devices</p>	<p>Communication Devices need inspection and repair.</p>
<p>29.</p> 	<p>User (Operator) Training</p>	<p>User (Operator) training will be conducted.</p>
<p>30.</p> 	<p>Command Center System General Inspection</p>	<p>General inspection and repair will be conducted for command center systems.</p>
<p>31.</p> 	<p>Local Devices and Systems General Inspection</p>	<p>General inspection and repair will be conducted for local devices and systems.</p>
<p>32.</p> 	<p>Trouble Shooting Report</p>	<p>Monthly, Quarterly, and yearly trouble shooting reports will be submitted to PASIG City.</p>
<p>33.</p>	<p>Software and Firmware Updates</p>	<p>Software and firmware updates will be conducted for PASIG City ITS.</p>

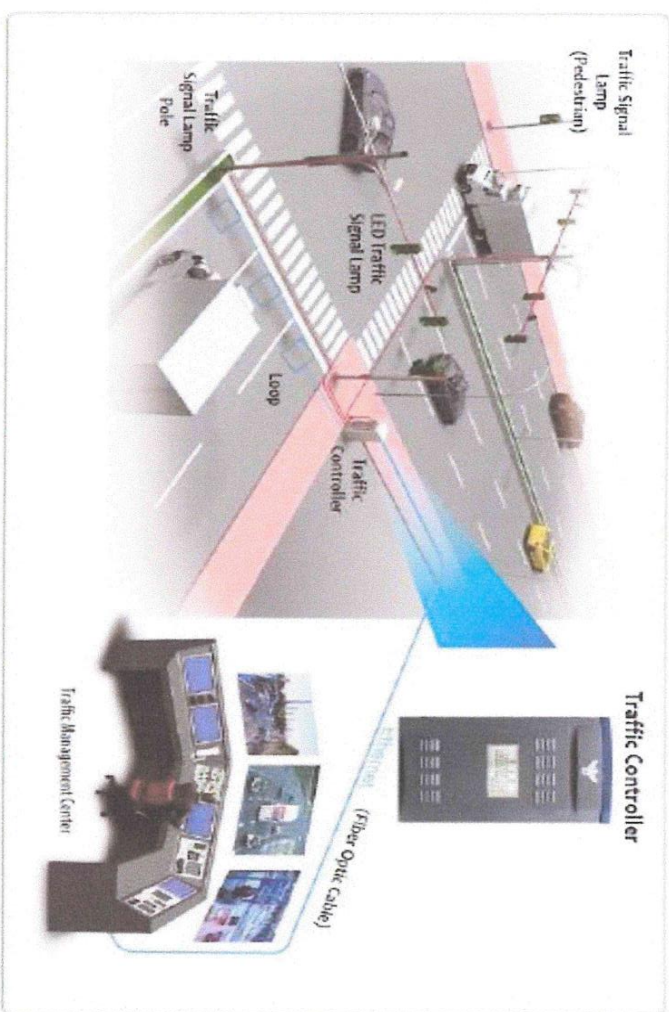
		
<p>34.</p> 	<p>Traffic Lights Synchronization</p>	<p>Traffic lights Synchronization will be conducted based on PASIG City's transportation policy and plan.</p>
<p>35.</p> 	<p>ITS Consultation</p>	<p>General ITS consultation will be provided if PASIG City needs.</p>
<p>35.</p> 	<p>Remote Support</p>	<p>Remote Support will be provided.</p>
<p>36.</p> 	<p>In-ground Traffic Light</p>	<p>In-ground traffic lights will be installed at 1 intersection within PASIG City if PASIG City government needs and approves.</p>

PASIG CITY ITS SYSTEM DIAGRAM



Traffic Controller Configuration




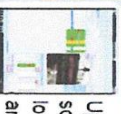












Detailed specifications of the traffic signal control parts



Maintenance Tasks

C3 Hardware	C3 Software & OS	Local System and Equipment	General Task
 <p>DB SERVER #1 , #2</p> <p>Restore and fix crashed DB Server(#1,#2)</p>	 <p>Total Operating Management</p> <p>Restore operating system and connect software to server</p>	 <p>Traffic Light</p> <p>Inspect and fix local traffic lights, replace LED lamps if necessary</p>	 <p>C3 Personnel Training</p> <p>Train basic operating and trouble shooting for C3 personnel</p>
 <p>Signal Communication Server</p> <p>Restore connection to DB server and local traffic lights(lamps)</p>	 <p>Signal Control Software</p> <p>Connect software to server and update software</p>	 <p>Signal Controller</p> <p>Inspect all controllers in Pasig City, replace boards, replace backbone and parts, update firmware, restore communication</p>	 <p>C3 System General/Regular Inspection</p> <p>Inspect C3 hardware, server, workstations, firewalls, DID, UPS, switches, devices and software, OS (daily, monthly, quarterly based)</p>
 <p>Signal (Traffic Lights) Control Server</p> <p>Reconnect server to all the traffic lights in Pasig City</p>	 <p>Network & Server Management System</p> <p>EMS</p> <p>Prevent network and server management system from ransomware</p>	 <p>Variable Message Sign</p> <p>Inspect all VSM in Pasig City, replace LED modules, mother boards, power suppliers, electric cables</p>	 <p>Local Devices and System General/Regular Inspection</p> <p>Inspect local devices and systems, including traffic lights, VDS, VMS, controllers, Cameras, Communication devices, firmware, (daily, monthly, quarterly based)</p>
 <p>Video Detecting System Server</p> <p>Restore systems and communication with local VDS cameras</p>	 <p>VDS Operating System</p> <p>Re-configure communication to VDS server and local VDS devices</p>	 <p>VMS Controller</p> <p>Check communication devices, connect communication to C3, re-configure and update firmware and software, fix electric parts</p>	 <p>Trouble-shooting Report</p> <p>Submit monthly, quarterly, yearly based trouble-shooting reports to Pasig City and get feedbacks from Pasig City</p>

Maintenance Tasks

C3 Hardware	C3 Software & OS	Local System and Equipment	General Task
 <p>Variable Message Sign Server Remove ransomware, recover its transmitting and receiving functions to local devices</p>	 <p>VMS Software Reinstall operating system(workstation) and VMS software (up-to-date) to remove ransomware</p>	 <p>Video Detecting System Device Check VDS cameras and VDS controllers, restore communication to VDS server in C3, normalize system</p>	 <p>Software and Firmware Update Update C3 center software, firmware and local devices; software and firmware up-to-date</p>
 <p>Geographic Information System Server Examine server and recover its function</p>	 <p>Facility Management OS Prevent network and server management system from ransomware</p>	 <p>Vehicle Detection System Inspect and check loop detectors, fix if necessary</p>	 <p>Traffic Lights Synchronization Synchronize traffic signals in CBD areas based on time and traffic conditions</p>
 <p>Back-up Server Examine server and recover its function</p>	 <p>Digital Information Display OS Check hardware and software status, update the newest version</p>	 <p>CCTV Camera Restore and re-configure communication to C3 server and software</p>	 <p>ITS Consultation Provide ITS consultation, general transportation solutions or specific systems for Pasig City</p>
 <p>Facility Management System Server Make server connected to local facilities to collect data from field equipment</p>	 <p>Main Control OS Prevent network and server management system from ransomware</p>	 <p>Communication Device Check communication status, connect communication to C3, fix or replace devices if necessary</p>	 <p>Remote Support System Provide quick remote diagnosis and technical support</p>

Maintenance Tasks

C3 Hardware

Mobile & Web Server



Examine server and recover its function

Main Storage



Check and connect server to Data Base Server

Back-up Storage



Normalize regular backup schedule, recover City transportation data saving function

SAN Switch #1, #2



Check and normalize SAN Switches

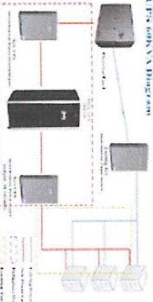
Additional Support

Firewalls Replacement



- Replace 2 firewalls and system in C3 server room(TS)
- Re-configure whole network(for higher security)
- Strengthen security system

UPS(Uninterruptible Power Supply)



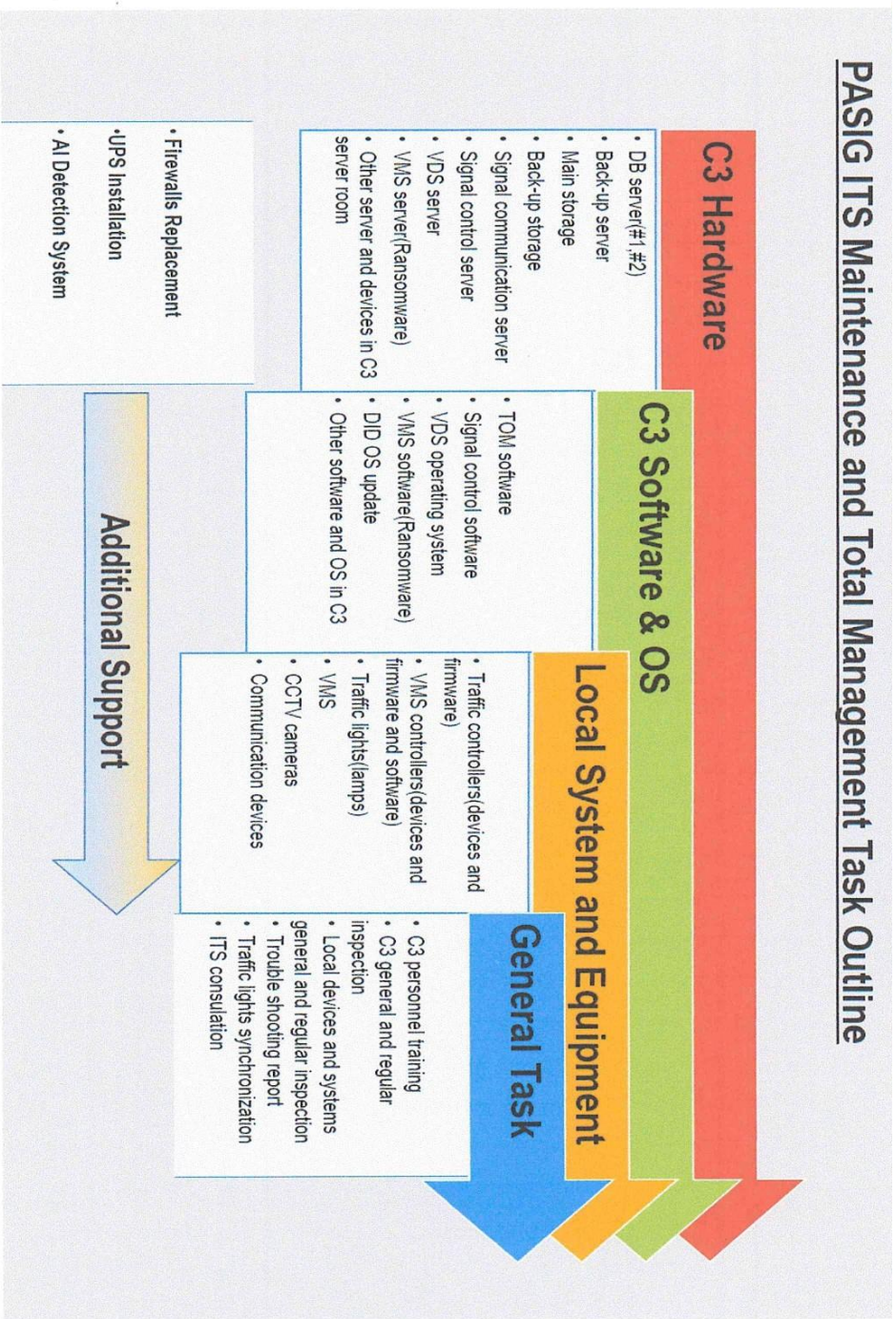
- Install UPS to prevent ITS hardware from damaging
- Restructure of electrical system
- Organize efficient electrical system

AI(Artificial Intelligent) Detection System



- AI video detecting system(Minimize left-turn signal time)
- AI Pedestrian detecting system [Minimize pedestrian signal time for efficient traffic conditions(While there are no pedestrians)]
- AI Pedestrian protecting system(Extend pedestrian signal time when humans detected on the crosswalk)
*note :AIDS may be installed in one intersection with the permission of Pasig City

PASIG ITS Maintenance and Total Management Task Outline



ANNEX C: Key Performance Indicators and Performance Breaches

1. Introduction: This section shall govern the Key Performance Indicators (KPIs) that shall govern the implementation of the Project by the Provider on behalf of the City. As the objective of the Project is to ensure that the System functions in a manner that guarantees smooth provision of service to the public, the Parties agree that the following minimum measures of performance shall be adhered to by the Provider in service of such goals.
2. The KPIs are meant to represent standards of performance that the Provider shall ensure in the system by means of the accomplishment of their scheduled tasks, including any remedial repairs or maintenance activities as deemed necessary to accomplish the agreed Minimum Performance levels described in this section.
3. The Provider shall meet each of the Minimum Performance levels for each KPI at all times. At any time that the Minimum Performance level is not met, the Provider shall be considered to be in Performance Breach for the corresponding KPI.
4. The Provider shall be considered to be in Persistent Breach in the event that a Minimum Performance level for any KPI is not met for five (5) instances in any quarterly period.
5. In the case of Force Majeure incidents as described in Section 5 of this contract

The KPIs, Minimum Performance Levels, and Performance Breaches are the Following:

No	Title	Description	Minimum Performance Level
1	Ecovision Server Availability	The connection of the System assets and command center to the remote Ecovision servers must be continuously available, excluding reasons of disconnection of local Internet service	The System assets with connections to the Ecovision servers must be available 99.5% of all minutes within a given week. Total downtime must not exceed 504 minutes in any given week of operation.
2	Local Connection Availability	The Command Center assets must be continuously connected to the Outdoor Assets	The connection between the Command Center and outdoor assets must be maintained 99.5% of all minutes within a given week. Total downtime must not exceed 504 minutes in any given week of operation.
3	CCTV Availability	The CCTV camera units that comprise part of the System Assets must be continuously available and operational.	All CCTV units must be available 99.5% of all minutes within a given week. Total downtime must not exceed 504 minutes in any given week of operation.
4	Vehicle Detection System Availability	The Vehicle Detection System (VDS) must be continuously available and operational.	All VDS devices must be available 99.5% of all minutes within a given week. Total downtime must not exceed 504 minutes in any given week of operation.
5	Provider Response Center Availability	The Provider is expected to maintain a response center that is operational twenty-four (24) hours a day for the duration of the Project.	The Response Center must be available whenever contacted by the City and available 100% of all minutes within a given week.
6	Provider Response Center Diagnosis Time	In the event of any downed System assets, the Provider is expected to conduct a diagnosis immediately if remote diagnosis is possible, or within five (5) hours of automatic system notification or request by the City, whichever comes first, if physical inspection is necessary to conduct diagnosis.	All indications to the Provider's response center of dysfunction of any System Assets or Processes, whether such indication is delivered by automatic notification or by request initiated by the City, must be responded to by way of system diagnosis immediately if diagnosis can be performed remotely. If diagnosis requires physical inspection, such diagnosis must be conducted within five (5) hours of indication to the Provider Response Center.
7	No Data Loss	System backups of all relevant data are expected to be conducted as necessary, with a maximum backup period of twenty-four (24) hours for any data with more frequent backup times, as necessary, for any data	In the case of any data loss, the System data must be restored to a restore point dated no earlier than twenty-four (24) hours preceding the data loss event, except in cases specified by the City in writing.

		specified by the City.	
8	Continuous UPS Uptime	The Uninterruptible Power System (UPS) must be continuously functional to ensure no power outages for the System.	The UPS system must be continuously functional and result in no power outages for the System in any given day.
9	Prompt Repair	The Provider is expected to ensure that any repairs necessary to the smooth functioning of the system are completed in a prompt manner.	Except with written approval of the City, all repairs to any System hardware must be started and completed within forty-eight (48) hours of automatic notification or upon request by the City.

Items to be Bid

ITEM NO	QTY	UOM	APPROVED UNIT PRICE (PHP)	APPROVED BUDGET FOR THE CONTRACT (PHP)	DESCRIPTION
1	1	lot	74,044,355.50	74,044,355.50	Repair of Pasig City Intelligent Transport System (ITS)
			TOTAL	74,044,355.50	

Note: The prices per item in the total bid offer (regardless if the project is considered as one contract or several lots) must not exceed the approved unit price per item.

***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 Certificate of Platinum Registration and Membership with additional caveat in accordance with Section 8.5.2 of the 2016 Revised IRR of RA 9184 amended through GPPB Resolution No. 15-2021, provided that all of Class "A" eligibility documents submitted to PhilGEPS are maintained and updated;

Technical Documents

- (b) 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**
- (c) 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**
- (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
or
Original copy of Notarized Bid Securing Declaration; **and**
- (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, brand name, if applicable;
and
- (f) Original duly signed Omnibus Sworn Statement (OSS); **and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.
- (g) Bid Bulletin/s, if any;

Financial Documents

- (h) 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

- (i) 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)

- (j) *[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.
- (k) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

II. FINANCIAL COMPONENT ENVELOPE

- (l) Original of duly signed and accomplished Financial Bid Form;
and
- (m) Original of duly signed and accomplished Price Schedule(s).

Bidding Forms

APPENDIX "1"

Bid Form for the Procurement of Goods

[shall be submitted with the Bid]

BID FORM

Date : _____
Project Identification No. : _____

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

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods]* in conformity with the said PBDs for the sum of *[total Bid amount in words and figures]* or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

[Insert this paragraph if Foreign-Assisted Project with the Development Partner:

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address Amount and Purpose of agent Currency Commission or gratuity

(if none, state "None")]

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.

The undersigned is authorized to submit the bid on behalf of *[name of the bidder]* as evidenced by the attached *[state the written authority]*.

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

Name: _____

Legal capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Date: _____

Price Schedule for Goods Offered from Abroad

[shall be submitted with the Bid if bidder is offering goods from Abroad]

For Goods Offered from Abroad

Name of Bidder _____ Project ID No. _____ Page ____ of ____

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

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

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

AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working

Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]
Affiant

[Jurat]

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

**Republic of the Philippines
BIDS AND AWARDS COMMITTEE
City Government of Pasig**

Name of Bidder:	
Project Name:	
Approved Budget for the Contract: <i>Note: For Lot Bidding, specify the lot number/s that the bidder will participate in, and its corresponding ABC</i>	
Bidding Date:	

Note: Checklist to be filled-up by the BAC only

I. TECHNICAL COMPONENT ENVELOPE FOR THE PROCUREMENT OF GOODS AND SERVICES

CLASS "A" DOCUMENTS			
LEGAL DOCUMENTS	PASS	FAIL	REMARKS
a. Valid PhilGEPS Certificate of Platinum Registration and Membership with additional caveat in accordance with Section 8.5.2 of the 2016 Revised IRR of RA 9184 amended through GPPB Resolution No. 15-2021, provided that all of Class "A" eligibility documents submitted to PhilGEPS are maintained and updated			
TECHNICAL DOCUMENTS			
b. 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			
c. 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 RANo. 9184, within the relevant period as provided in the Bidding Documents			
d. 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			
e. Conformity with the Technical Specifications, which may include			

production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable			
f. Original duly signed Omnibus Sworn Statement (OSS) and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture, whichever is applicable, giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder			
g. Bid Bulletin/s, if any			
FINANCIAL DOCUMENTS			
h. 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			
i. 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 9184 (AS APPLICABLE)			
j. [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			
k. Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity			

NOTE: Any missing document/s on the above-mentioned checklist is a ground for outright disqualification / rejection of the bid.

TECHNICAL PROPOSAL RATING	REMARKS
<input type="checkbox"/> PASSED	
<input type="checkbox"/> FAILED	

II. FINANCIAL COMPONENT ENVELOPE FOR THE PROCUREMENT OF GOODS AND SERVICES

	PASS	FAIL	REMARKS
l. Original of duly signed and accomplished Financial Bid Form			
m. Original of duly signed and accomplished Price Schedule(s)			

NOTE: Any missing document/s on the above-mentioned checklist is a ground for outright disqualification / rejection of the bid.

FINANCIAL PROPOSAL RATING	REMARKS
<input type="checkbox"/> PASSED	
<input type="checkbox"/> FAILED	

ACKNOWLEDGMENT: (Please see above "note" Do not fill up/sign if documents are marked passed)
 This is to acknowledge receipt of the first and second envelopes which are being returned because of disqualification due to deficiencies and non-compliance with checklist therein.

 Signature Over Printed Name of Representative

 Date

CHECKED AND VERIFIED BY:

SIGNATURE:

- ATTY. JOSEPHINE C. LATI-BAGAOISAN**
Chairperson _____
- ATTY. DIEGO LUIS S. SANTIAGO**
Vice Chairperson _____
- DR. EMMA M. SANCHEZ**
Member _____
- DR. JEANNA V. PLES**
Member _____
- ENGR. JOHNNY L. CALATA**
Member _____
- MS. RUTH F. ROMANO**
Member _____
- DR. STUART G. SANTOS**
Member _____

Attested by:

 ATTY. PONCE MIGUEL D. LOPEZ
 Officer in Charge, Procurement Management Office

NFCC COMPUTATION FOR ELIGIBILITY CHECK

A. Summary of the Applicant Supplier’s/Distributor’s/Manufacturer’s assets and liabilities on the basis of the attached income tax return and 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. Net Worth(1-3)	
6. Net Working Capital(2-4)	

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

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

The values of the domestic bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements (AFS) submitted to the BIR.

NFCC=P_____

Submitted by:

Name of Supplier/Distributor/Manufacturer:

Signature of Authorized Representative:

Date:

STATEMENT OF THE SINGLE LARGEST COMPLETED CONTRACT

Business Name: _____

Business Address: _____

Name of the Contract	Date of the Contract	Contract Period	Owner's Name and Address	Contact Person and Contact Details (Tel./Cell No. and/or Email Address)	Kinds of Goods	Amount of Contract	Date of Delivery (Please indicate actual date of delivery)

NOTE:

This statement shall be supported with:

- 1. Certificate of Completion or End-user's acceptance; or***
- 2. Official receipt(s); or***
- 3. Sales invoice.***

For purposes of post-qualification, bidders are required to attach the entire set of the Contract, Purchase Order or Memorandum of Agreement, Notice of Award and Notice to Proceed to the Statement Identifying the SLCC.

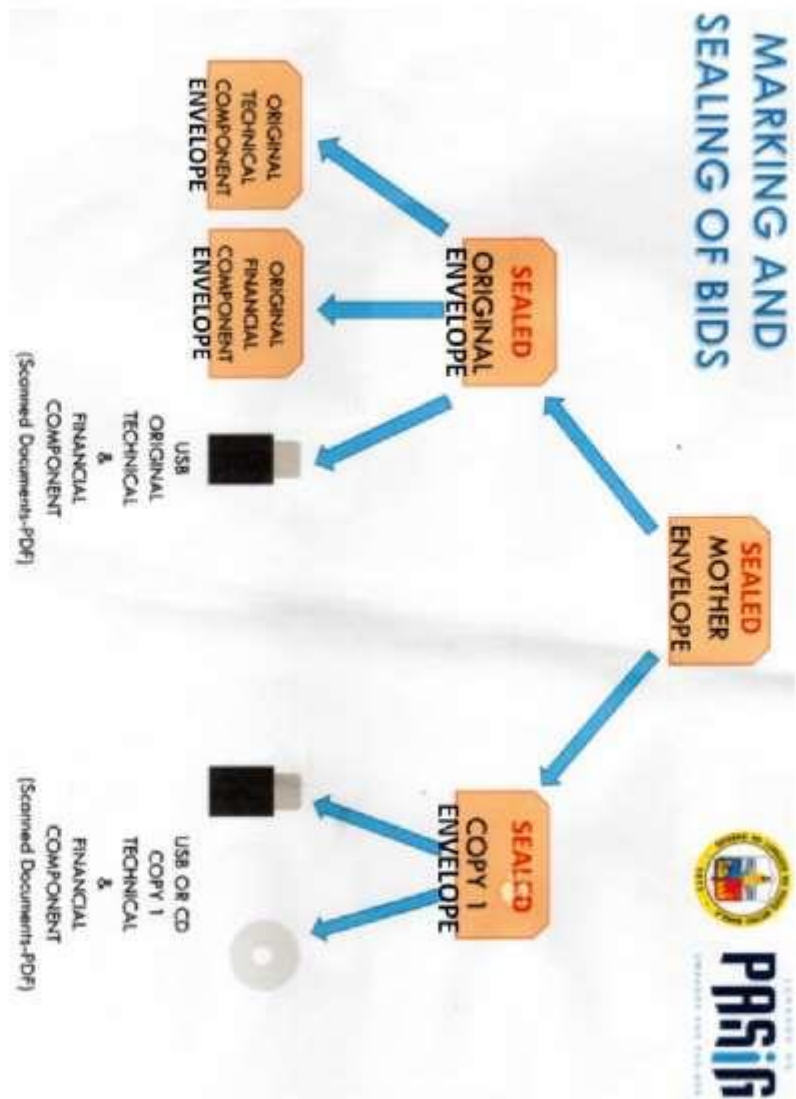
STATEMENT OF ALL ON-GOING GOVERNMENT AND PRIVATE CONTRACTS

Business Name: _____

Business Address: _____

Name of the Contract	Date of the Contract	Contract Period	Owner's Name and Address	Contact Person and Contact Details (Tel./Cell No. and/or Email Address)	Kinds of Goods	Date of Delivery (Please indicate estimated date of delivery)	Amount of Contract	Value of Outstanding Contracts
Government Contracts:								
Private Contracts:								
Total								

Submitted by: _____



annex "A"

