

Republic of the Philippines
PROVINCE OF PAMPANGA
City of San Fernando, Pampanga

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

PROCUREMENT OF GOODS

Government of the Republic of the Philippines

PR No. 24 – 5323
Supply, Delivery, Installation,
Configuration & Integration of Seamless
LED Video Wall System & Upgrade of I.T.
Equipment for the Pampanga Command
& Control Center

Sixth Edition July 2020

Preface

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines for use by any branch, constitutional commission or office, agency, department, bureau, office, or instrumentality of the Government of the Philippines, National Government Agencies, including Government-Owned and/or Controlled Corporations, Government Financing Institutions, State Universities and Colleges, and Local Government Units. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184.

The Bidding Documents clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract or Framework Agreement, as the case may be; (ii) the eligibility requirements of Bidders; (iii) the expected contract or Framework Agreement duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (iv) the obligations, duties, and/or functions of the winning bidder.

Glossary of Acronyms, Terms, and Abbreviations

Whenever the following terms or acronyms are used in these bidding documents, they shall have the following respective meanings:

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])

BDS - Bid Data Sheet

BIR - Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF - Cost Insurance and Freight.

CIP - Carriage and Insurance Paid.

CPI - Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW - Ex works.

FCA – "Free Carrier" shipping point.

FOB - "Free on Board" shipping point.

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

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

GFI – Government Financial Institution.

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

Goods – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term "related" or "analogous services" shall include, but is not

limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

IB – Invitation to Bid

ITB – Instructions to Bidder

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

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SECTION I. INVITATION TO BID

Republic of the Philippines PROVINCE OF PAMPANGA City of San Fernando INVITATION TO BID NO. 2024-116 IG-BAC

INVITATION TO BID FOR PURCHASE REQUEST NO. 24-5323

The Provincial Government of Pampanga ("Province") intends to apply the following sums from the following funds, as follows:

SOURCE OF FUNDING/YEAR	APPROVED BUDGET FOR THE CONTRACT (ABC)	PURCHASE REQUEST NUMBER	
Trust Fund	24,979,400.00	#24-5323	Supply, Delivery, Installation Configuration & Integration of Seamless LED Video Wall System & Upgrade of I.T. Equipment for the Pampanga Command & Control Center.

Bids received in excess of the ABC shall be automatically rejected at bid opening.

- 1. The **Province** invites bids for the above Procurement Project. Delivery of Goods shall be in accordance with the delivery schedule under Section VI. Schedule of Requirements. Bidders should have completed, within two 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. Instruction to Bidders.
- 2. Bidding will be conducted through open competitive bidding procedures using non-discretionary "pass/fail" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is open to all interested bidders, whether local or foreign, subject to the conditions for eligibility provided in the 2016 revised IRR of RA No. 9184.

- 3. Interested bidders may obtain further information from the **Province** and inspect the Bidding Documents at the Bids and Awards Committee (BAC) Secretariat Office, Ground Floor, Provincial Capitol, City of San Fernando, Pampanga between 8:00 A.M. to 5:00 P.M.
- 4. A complete set of Bidding Documents may be purchased by interested Bidders from November 19, 2024 (Tuesday) between 8:00 A.M. to 5:00 P.M. up to December 12, 2024 (Thursday) until 8:30 A.M. only from the given address above and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the following amounts:

AMOUNT
74.100.11
25,000.00

The procuring entity shall allow the bidder to present its proof of payment of the fees in person.

- 5. The Province will hold a Pre-Bid Conference on November 27, 2024 (Wednesday), 10:00 A.M. at the Old SP Session Hall, Second Floor, Provincial Capitol, City of San Fernando, Pampanga, which shall be open to prospective bidders.
- 6. Bids must be duly received by the Bids and Awards Committee (BAC) Secretariat Office thru manual submission at Ground Floor, Provincial Capitol, City of San Fernando, Pampanga on or before 8:45 A.M. of December 12, 2024 (Thursday). Late bids shall not be accepted
- 7. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 14.
- 8. Opening of bids will be on December 12, 2024 (Thursday), 10:00 A.M. at the Old SP Session Hall, Second Floor, Provincial Capitol, City of San Fernando, Pampanga. Bids will be opened in the presence of the bidders 'representatives who choose to attend at the activity.

- 9. Online bid submission is not applicable.
- 10. The **Province** reserves the right to accept or reject any and all bids, declare a failure 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 Implementing Rules and Regulations (IRR) of RA No. 9184, without hereby incurring any liability to the affected bidder or bidders.
- 11. For further information, please refer to:

FILIPINA R. SEVILLA **Chairperson - Bids and Awards Committee** (BAC) Secretariat BAC Secretariat Office, **Ground Floor, Provincial Capitol, City of San** Fernando, Pampanga

You may visit the following websites: 12.

For downloading of Bidding Documents: www.pampanga.gov.ph

November 14, 2024

FRANCIS V. MASLOG Chairman XVIV Bids and Awards Committee

SECTION II. INSTRUCTION TO BIDDERS

1. Scope of Bid

The Procuring Entity, *The Provincial Government of Pampanga* wishes to receive Bids for the Procurement of *Supply, Delivery, Installation, Configuration & Integration of Seamless LED Video Wall System & Upgrade of I.T. Equipment for the <i>Pampanga Command & Control Center* with *Identification Number: Purchase Request No. 24 – 5323.*

The Procurement of Supply, Delivery, Installation, Configuration & Integration of Seamless LED Video Wall System & Upgrade of I.T. Equipment for the Pampanga Command & Control Center is composed of One (1) Lot, the details of which are described in Section VII (Technical Specifications).

[Note: The Project Identification Number is assigned by the Procuring Entity based on its own coding scheme and is not the same as the PhilGEPS reference number, which is generated after the posting of the bid opportunity on the PhilGEPS website.]

2. Funding Information

- 2.1. The Provincial Government of Pampanga through the source of funding as indicated below for *TRUST FUND* in the amount of *Twenty-Four Million Nine Hundred Seventy-Nine Thousand Four Hundred Pesos (Php 24,979,400.00).*
- 2.2. The source of funding is *LGU's proposed Local Government Expenditure Program.*

3. Bidding Requirements

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

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or **Invitation to Bid (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.

- 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;
- 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 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: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. 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 **Instruction to Bidders (ITB)** Clause 18.

7. Subcontracts

The Procuring Entity has prescribed that *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 (*Please refer to Paragraph 6 of Invitation to Bid (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 **Invitation to Bid (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 **Instruction to Bidders (ITB)** Clause 5.3 should have been completed within **(Please refer to paragraph 2 of the Invitation to Bid)** 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 Invitation to Bid (IB)* shall not be accepted.

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 **Bid Data Sheet (BDS)**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
- ii. The price of other (incidental) services, if any, as listed in **Section VII** (**Technical Specifications**).

13. Bid and Payment Currencies

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

14. Security

- 14.1. The Bidder shall submit a Bid Securing Declaration¹ or any form of Bid Security in the amount indicated in the **Bid Data Sheet (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 120 calendar days from date of the Opening of Bids. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

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 physical address or through online submission as indicated in paragraph 7 of the **IB**.

¹ In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance security or the performance security declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

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 5 of the Invitation to Bid (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 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 under **Section I of the ITB**,, 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 **Instruction to Bidder (ITB)** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **Bid Data Sheet (BDS)** for purposes of the NFCC computation pursuant to Section 23.4.1.4 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 *One (1) Project having several items that* shall be awarded as one (1) contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

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

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

Bid Data Sheet

ITB Clause			
5.3	For this purpose, contracts similar to the Project shall be:		
	a. "Supply, Delivery, Installation, Configuration & Integration of ICT EQUIPMENT & SOFTWARE"		
	b. Completed within <i>two (2) years</i> prior to the deadline for the submission and receipt of bids.		
7	"Subcontracting is not Allowed"		
13.2(a)	The Bid prices for Goods supplied shall be quoted in <i>Philippine Peso</i>		
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms:		
	1. <i>Php 499,588.00</i> 2% of ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;		
	2. Php 1,248,970.00 5% of ABC, if bid security is in Surety bond; or		
	Any combination of the foregoing proportionate to the share of form with respect to total amount of security		
15	Each Bidder shall submit One (1) Copy of the Technical and Financial components of its bid. The two components shall be placed into separate envelope forming the Two (2) Envelopes which shall be marked as follows:		
	First Envelope – Technical Components Second Envelope – Financial Components		
	The Two Envelopes shall be enclosed in a single envelope referred to as the "Mother Envelope" which shall be marked as follows:		
	ENVELOPE MARKING (MOTHER ENVELOPE)		
	Name and Address of Bidder		
	The Chairperson Bids and Awards Committee Provincial Government of Pampanga Capitol Compound, CSFP		
	Name of Project Contract ID		
	DO NOT OPEN BEFORE: [Insert date & time of opening of bids]		
	All envelopes should be properly sealed, signed and labelled.		
19.3	Partial bid is not allowed. The goods are grouped in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.		
20	The bidder with the Lowest Calculated Bid shall submit ALL of the following post qualification requirements:		
	1. Copy of the following valid and current Eligibility and Financial Documents listed in PhilGEPS Certificate of Registration (Platinum Membership), as follows:		

	a) Registration Certificate issued by Security and Exchange Commission
	(SEC) or Department of Trade and Industry (DTI);
	b) Mayor's Permit or its equivalent document;
	c) Tax Clearance; and
	d) Latest Audited Financial Statement
21	No further instruction.

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 and, if applicable, additional tests specified in the **SCC**, **Section VII (Technical Specifications)**. 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

999	
GCC	
Clause	D.P ID
1	Delivery and Documents –
	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:
	[For Goods supplied from abroad, state:] "The delivery terms applicable to the Contract are DDP delivered to the Provincial Government of Pampanga thru Command & Control Center, PEO Compound, Sindalan, City of San Fernando, Pampanga in accordance with INCOTERMS."
	[For Goods supplied from within the Philippines, state:] "The delivery terms applicable to this Contract are Delivered Duty Paid (DDP) to The Provincial Government of Pampanga thru Command & Control Center, PEO Compound, Sindalan, City of San Fernando, Pampanga. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination."
	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).
	For purposes of this Clause the Procuring Entity's Representative at the Project Site is as stated above.
	Incidental Services –
	The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:
	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.
3	Within ten (10) calendar days from receipt of the <i>Notice of Award</i> 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.
	(a) The Procuring Entity's address for Notices is: BIDS AND AWARDS COMMITTEE – SECRETARIAT OFFICE, Ground Floor, Provincial Capitol Bldg., City of San Fernando, Pampanga
	The Supplier's address for Notices is:
5.1	With at least two (2) years warranty on LED Wall including parts & services and with at least one (1) year warranty on all other I.T. Equipment & Software which shall be served on the day after the project's final acceptance. All hardware & software shall be covered by the warranty on the services, upgrades, and updates of the software within the license period. The warranty period for the licenses supplied commences upon acceptance. A warranty shall be given to all equipment and its complement accessories as free from any defect, of the latest design and technology as specified by this project and quality workmanship.
5.2	Replacement of Defective item within 24 hours upon notification by the end-user

SECTION VI. SCHEDULE OF REQUIREMENTS

SCHEDULE OF REQUIREMENT

ITEM	Item	Quantity	Delivery
NO.	Description		Date
	Supply, Delivery, Installation, Configuration & Integration of Seamless LED Video Wall System & Upgrade of I.T. Equipment for the Pampanga Command & Control Center	1 lot (Please refer to Section VII. Technical Specifications for the quantity of items)	Within 90 calendar days from receipt of the Notice to Proceed (NTP)

Additional Requirement/Condition:

- 1. With service facility in the locality for after sales service;
- 2. Brochure or Printed Materials of the item being offered for Hardware;
- 3. It shall provide a helpdesk (telephone/e-mail) to provide support during implementation and maintenance to provide necessary operational support to all system users at all times;
- 4. It shall provide in-depth technical & user training in the contractor's accredited training centers/laboratory free of charge and to be conducted by the contractor's Certified Trainer/Instructors for the Provincial Government of Pampanga;
- 5. It shall provide system manuals and technical materials of the system package as well as the user's manual and training kit for training purposes and as a reference guide for the users of the system. The user's manual shall include a complete description of the system and operating instructions including a live demonstration to the client so they can easily pass it on the next generation of users;
- 6. All outputs of the project such as specifications, designs, reports and other documents, materials, data and software developed by the Contractor for the Province of Pampanga shall become & remain the property of the Province of Pampanga;
- 7. Copyright. The intellectual Property Rights in all System Software & General-Purpose Software & Proprietary Materials or Methodologies shall remain vested in the owner of such;
- 8. Data may be used for testing & actual operation of the system that will encroach into the privacy of or jeopardize the interests of persons & concerned entities or provide undue advantage to third parties are considered confidential;
- 9. The Province of Pampanga shall be the sole owner & controller of the database from its inception, completion & final acceptance. The Province of Pampanga shall only give temporary access to the Contractor and/or its staff & has the sole jurisdiction to terminate said access to the database; and
- 10. It shall not use any received Confidential Information for any purpose other than those that are required for the performance of the project without prior written consent from the Province of Pampanga.

hereby certify/undertake to comply and deliver all the above requirements.
Name of Company/Bidder
value of Company/ Bidder
Signature Over Printed Name of Representative
Date

SECTION VII. TECHNICAL SPECIFICATIONS

Technical Specification PR No. 24 - 5323

ltem No.	Quantity	Unit of Issue	Specification	Statement of Compliance*
1	1	lot	SUPPLY, DELIVERY, INSTALLATION, CONFIGURATION & INTEGRATION of SEAMLESS LED VIDEO WALL SYSTEM & UPGRADE of I.T. EQUIPMENT for the Pampanga Command & Control Center	
			*See Annex "A" for the attached Terms of Reference	

*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 the equipment offered. Statement of "Comply" or "Not Comply" must be supported by evidence in a Bidder's Bid and cross-referrenced to that evidence. Evidence shall be in the 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 provisions of ITB Clause 3.1 (a) (ii) and/or GCC Clause 2.1 (a) (iii).

I hereby certify to comply with the Technical Specifications of all the items to be Bid.

Name of Company/Bidder
Signature Over Printed Name of Representative
Date

ANNEX "A"

SUPPLY, DELIVERY, INSTALLATION, CONFIGURATION, AND INTEGRATION OF SEAMLESS LED VIDEO WALL SYSTEM AND UPGRADE OF I.T. EQUIPMENT FOR THE PAMPANGA COMMAND AND CONTROL CENTER

I. BACKGROUND

The Pampanga Command Center serves as the center for monitoring and managing critical activities that ensure the safety and security of the Province of Pampanga. Recognizing the need for improved monitoring capabilities, the provincial government has initiated this project to upgrade the command center's functionality.

This project focuses on two key aspects:

Enhancing Display and Equipment Capabilities: Supplying, delivering, installing, maintaining, and configuring a high-quality LED screen and upgrade of IT Equipment that will significantly improve the command center's visual presentation of data, by offering increased resolution, enhanced color accuracy and improved viewing angles and upgraded technical specifications. This will allow for real-time visualization of crucial information, alerts, and operational details, facilitating better coordination during emergencies and daily operations. The high-quality display will benefit assigned personnel within the command center with improved situational awareness, enabling them to make well-informed decisions and communicate effectively.

Integration of Advanced AI: Along with the LED screen and IT Equipment upgrade, the project will introduce a cutting-edge Artificial Intelligence (AI) system that marks a significant enhancement in the command center's operational efficiency. This AI-driven platform will seamlessly collect and unify data from various existing systems into a centralized hub. The AI will leverage this comprehensive data pool to provide predictive analytics, identify patterns, and generate intelligent insights, supporting informed decision-making across diverse scenarios.

By integrating AI and consolidating data from disparate sources, the Pampanga Command Center will achieve:

- **Enhanced Coordination:** Improved data sharing and collaboration between different departments will lead to a more coordinated response to emergencies and ongoing operations.
- **Optimized Resource Allocation:** Real-time data visualization and intelligent insights will empower officials to allocate resources more effectively based on real-time needs.
- **Improved Emergency Response:** Faster and more efficient responses to emergencies will be possible due to better situational awareness and data-driven decision-making.

This project signifies a significant advancement in the Pampanga Command Center's capabilities. The integration of a modern LED screen with a cutting-edge Al-powered system will elevate the council's operational readiness, response efficiency, and overall decision-making processes, ultimately contributing to the safety and well-being of the entire Pampanga community.

II. RATIONALE

The current monitoring capabilities of the Pampanga Command Center characterized by outdated software that is slow and lacks the latest features of effective monitoring, are inadequate to effectively manage critical activities for provincial safety and security. Upgrading the existing system is essential to ensure efficient response and informed decision-making during emergencies and daily operations.

III. OBJECTIVE

1. ENHANCE DISPLAY CAPABILITIES OF THE PAMPANGA COMMAND CENTER

- Procure and deliver a high-quality LED screen with a resolution suitable for clear and detailed visualization of real-time data, alerts, and information for operations and emergency response coordination.
- The LED screen size should be based on command center dimensions and viewing distance to ensure optimal visibility from all operational areas.
- Achieve a minimum refresh rate of at least 3800Hz to provide smooth and clear visuals for realtime data and video feeds.
- Configure the LED screen to properly integrate with the existing command center control systems for effortless content display and management.
- Implement functionalities for displaying various data formats, including text, images, maps, and live video feeds, to cater to diverse operational requirements.

2. LEVERAGE ADVANCED AI FOR ENHANCED OPERATIONAL EFFICIENCY

- Develop and implement a comprehensive Artificial Intelligence (AI) platform that can seamlessly integrate data from existing departmental systems such as weather monitoring, fire response, traffic management, and disaster risk reduction.
- Ensure the AI platform is compatible with various data formats, including sensor data (real-time monitoring readings), and textual data (reports, incident logs).
- Incorporate the following AI functionalities to enhance the platform's capabilities:
 - **Real-time Predictive Analytics:** Leverage Al algorithms to analyze data and predict potential incidents or emergencies.
 - **Pattern Recognition:** Develop AI capabilities to identify recurring patterns in historical data to anticipate future events and develop preventive measures.
 - **Intelligent Insights Generation:** Utilize AI to provide insights and recommendations based on data analysis, supporting informed decision-making by command center personnel.

3. Optimize Resource Allocation and Emergency Response

- Develop a system for real-time visualization of resource deployment (ambulances, rescue trucks and vehicles, firetrucks, police vehicles) to optimize resource allocation during emergencies.
- Integrate features within the screen to display real-time traffic information and incident locations, enabling faster response times for emergency personnel.
- Utilize AI-powered insights to predict resource needs based on real-time data and incident types, ensuring efficient resource dispatch during emergencies.

4. Ensure System Interoperability and User Training

- Ensure the procured LED screen, IT Equipment and the AI system are interoperable with existing command center infrastructure and communication networks.
- Develop comprehensive training programs for command center personnel on operating and utilizing the upgraded system functionalities effectively.
- Provide ongoing technical support to address any technical issues or challenges encountered during system operation.

IV. SCOPE OF WORK

A. Measure the designated location within the Pampanga Provincial Command and Control Center for the LED Screen.

- B. Determine the typical viewing distance for personnel within the command center.
- C. Evaluate the type of content to be displayed on the LED screen (text, images, maps, video feeds.
- D. Deliver the LED screen and IT Equipment to the designated location within the Pampanga Command Center. Upon delivery, conduct a thorough inspection to ensure the screen is free from damage and functions correctly.

E. LED Screen Configuration and Integration

- Develop a configuration plan to seamlessly integrate the LED screen with the existing command center control systems (Identifying compatible control system ports and protocols, determining the software needed for content management and display on the LED screen, specifying the layout and organization of information displayed on the screen).
- Configure the IT Equipment and LED screen for optimal performance, including the brightness and contrast calibration for accurate image reproduction, Input source configuration for connection to various data feeds, setting up pre-defined layouts for displaying different types of information, screen must have the ease of use as that of a normal Desktop PC display for maximum efficiency, screen must display properly proportioned elements such that the application windows must not appear too small or too large to view.
- Implement functionalities for displaying various data formats on the LED screen using dedicated control software. The software shall allow for uploading and scheduling of text, images, maps, and live video feeds, real-time content editing and manipulation on the screen, pre-setting different display layouts for various operational scenarios, user-friendly interface for intuitive control by command center personnel.
- Conduct a thorough testing and validation process to ensure the LED screen functions correctly
 and integrates flawlessly with the control systems. Testing shall include the verification of
 proper image quality and display clarity, validation of content upload, scheduling, and editing
 functionalities, confirmation of seamless integration with data feeds and control systems.

F. Geospatial Data Platform Development and Integration

Integrate a geospatial data platform capable of utilizing data from diverse sources within the Pampanga provincial government, including fire response, traffic management, disaster risk reduction department, regional and national agencies. The platform shall meet the following specifications:

Data Compatibility

- ✓ Support for various spatial data formats (e.g., shapefiles, geodata sets, KML, TIFF, etc.) for maps, geospatial coordinates, and infrastructure locations.
- ✓ Integration with sensor data feeds from real-time monitoring systems (e.g., traffic cameras, weather stations, water level sensors).
- ✓ Capability to handle textual data formats (e.g., CSV, reports) for incident logs, resource deployment information, and historical data.

Functionality:

- ✓ User-friendly interface for data visualization, manipulation, and analysis.
- ✓ Feature for real-time data display on a map with customizable overlays for different data types.
- ✓ Tools for spatial queries and analysis to identify patterns and trends in incidents and resource allocation.
- ✓ Reporting functionalities to generate reports on incidents, resource deployment, and historical data analysis.

- Al Module Development
 - Develop a process for preparing historical data from various sources within the geospatial data platform for AI analysis. This may involve data cleaning, normalization, and feature engineering to ensure the data is suitable for machine learning algorithms.
 - Select and train appropriate machine learning algorithms based on the specific goals of the AI module. Here are some potential applications:
 - ✓ Real-time Predictive Analytics: Utilize algorithms like recurrent neural networks (RNNs) or Long Short-Term Memory (LSTM) networks to analyze historical data on incidents, weather patterns, traffic flow, etc. This allows the AI module to identify trends and predict potential emergencies or highrisk situations before they occur.
 - ✓ Pattern Recognition: Implement unsupervised learning algorithms like kmeans clustering to identify recurring patterns in past incidents. This can help pinpoint areas with higher frequencies of specific emergencies or resource deployment needs.
 - ✓ Anomaly Detection: Train anomaly detection algorithms to recognize unusual patterns in real-time sensor data or incident reports. This can help flag potential emergencies or developing situations that require immediate attention.
 - After training the AI models, conduct thorough validation to assess their accuracy and effectiveness in predicting incidents, identifying patterns, and detecting anomalies. This may involve techniques like cross-validation and hyperparameter tuning to optimize the model's performance.
- Develop a user-friendly interface within the AI platform that allows command center personnel
 to effectively interact with the system. This interface should provide clear explanations of AIgenerated insights and recommendations, fostering trust and understanding of the AI's
 capabilities. Users should be able to:
 - View the confidence levels associated with AI predictions.
 - Access historical model performance data to understand the AI module's accuracy.
 - Configure specific thresholds for triggering alerts based on AI insights.
- Implement robust security measures to protect the integrity and confidentiality of the data used by the AI module. Develop mechanisms to explain the reasoning behind the AI's predictions and recommendations. This transparency is crucial for building trust in the system and allowing personnel to make informed decisions based on AI insights.
- Establish a plan for ongoing monitoring and maintenance of the AI module. This includes regularly retraining the models with new data to ensure they adapt to changing patterns and maintain accuracy. Additionally, performance metrics should be tracked to identify potential issues and areas for improvement.
- Integrate the geospatial platform with the LED screen to enable real-time data visualization for improved situational awareness. This integration shall allow for:
 - Dynamic display of real-time data feeds on the LED screen, including maps, incident locations, resource deployment status, and sensor data visualizations.
 - Configuration of different display layouts for various operational scenarios (e.g., focusing on traffic during rush hour or displaying evacuation zones during emergencies).
 - Seamless data transfer between the geospatial data platform and the LED screen control system for up-to-date information visualization.

G. System Testing and Training

 Conduct comprehensive testing of the entire system, including the LED screen, AI module, and integration with existing infrastructure. Testing shall encompass:

- Functionality testing of all software components to ensure data integration, analysis, and visualization work seamlessly.
- Performance testing to evaluate system response times and data processing speed.
- Security testing to verify data integrity and system access controls.
- Integration testing to confirm proper data exchange between the LED screen, and existing control systems.
- Develop training programs for command center personnel on effectively operating and utilizing the upgraded system functionalities. Training shall include:
 - AI Module Training: Basic understanding of how AI functionalities work within the system and how to utilize generated insights for decision-making.
 - LED Screen Control System Training: Comprehensive instruction on operating the LED screen control software for content management, scheduling, and display layout configuration.
 - Scenario-Based Training: Hands-on exercises simulating real-world emergencies to familiarize personnel with system functionalities in a practical setting.

H. Documentation

- Deliver user manuals for the LED screen, geospatial data platform, and AI module. These manuals shall provide clear and concise instructions on:
 - System installation and configuration procedures.
 - Operating instructions for each software component.
 - Troubleshooting guides for common technical issues.
 - Maintenance and after care of hardware components
- Provide detailed system installation and configuration guides for future reference. These guides shall include:
 - Hardware and software installation instructions.
 - Network configuration requirements.
 - System access control procedures.
- Develop comprehensive training materials for future training sessions, including:
 - Training presentations on system functionalities.
 - User guides and reference manuals.
 - Scenario-based training exercises.

V. PROJECT TIMELINE

The Contractor shall submit its comprehensive proposed project management plan solution with detailed project design, scope of work program, and training description not later than ten (10) working days (exclusive of Saturday and Sunday, including holidays) from the acceptance of the notice of award (NOA).

The Contractor awarded with the project shall complete installation and commissioning and shall deliver the complete software and hardware system, application, and all necessary documents of the proposed solution within a period of ninety (90) Calendar days from the notice to proceed

VI. TECHNICAL SPECIFICATIONS

LED Screen Cabinet

approximately 1.56mm pixel pitch, 1R1G1B Configuration, seamless, Flip COB Chip LED Type, up to 800 nit brightness, approximately 160° viewing angle, approximately 96x108 dots module resolution, approximately 384 x 216 dots cabinet resolution, die-casting aluminum cabinet material, IP Rating (Front – IP65 / Rear – IP43), approximately 16:9 aspect ratio, up to 10000:1

contrast ratio, approximately 3840Hz refresh rate, approximately 100,000 hours lamp lifespan, Wired LAN or Fiber Signal Transmission

LED Sending Box

- at least Quadcore microprocessor, PCI-E, at least 12 slots for Main Control Board and Video and Audio Function Board, up to 10 Video Input Box and up to 10 Video Output box, supports up to 4K, support up to 50 screens splicing, supports analog/digital video signals input and matrix output, supports IP Camera, NVR, PC Video signal input, gigabit network ports

Matrix Host

- at least Quadcore microprocessor, PCI-E, up to 10 service card slots, up to 10 Video Input Box and up to 10 Video Output box, supports up to 4K, supports up to 35 video-wall splicing, supports splicing zoom/merge/roam/overlay, support up to 45 4TB HDDs for storage, Video Input (at least Digital Camera and NVR, gigabit network ports, with at least 2 units Decoding Card and 1 unit Encoding Card

Network Keyboard Controller

 At least android 6.0 or equivalent OS, At least 10" LCD Touchscreen, up to 1280 x 800 screen resolution, 4-axis joystick, supports up to 1080P/720P live view resolution, At least 10/100/1000 network interface, WiFi Supported, At least USB, HDMI ports

Workstation for LED Screen Operator

- Processor (at least 33M Cache, up to 5.60GHz, up to 20 Cores and 28 Threads)
- Motherboard (Compatible with Processor, DDR5 Memory, M.2 port, up to USB 3.2, PCI, built-in WiFi 6, Bluetooth 5.3)
- Memory (at least 32GB DDR5)
- Primary Storage (at least 500Gb SSD)
- Backup Storage (at least 2TB HDD, 7200RPM, SATA)
- Graphics (at least 8GB GDDR6, 3072 Cuda Cores)
- Power Supply (Military Grade, 750Watts, 80% Gold Efficiency rating, True-Rated)
- Casing (Mid Tower, Fine Mesh Front Panel, Tempered Glass)
- CPU Cooler (Cooled Fan, 120mm RGB Fan with radiator)
- Wireless Keyboard and Mouse

Workstation for Operators - Console

- Processor (at least 33M Cache, up to 5.60GHz, up to 20 Cores and 28 Threads)
- Motherboard (Compatible with Processor, DDR5 Memory, M.2 port, up to USB 3.2, PCI, built-in WiFi 6, Bluetooth 5.3)
- Memory (at least 32GB DDR5)
- Primary Storage (at least 500Gb SSD)
- Backup Storage (at least 2TB HDD, 7200RPM, SATA)
- Graphics (at least 8GB GDDR6, 3072 Cuda Cores)
- Power Supply (Military Grade, 750Watts, 80% Gold Efficiency rating, True-Rated)
- Casing (Mid Tower, Fine Mesh Front Panel, Tempered Glass)
- CPU Cooler (Cooled Fan, 120mm RGB Fan with radiator)
- Wireless Keyboard and Mouse
- At least 32" Digital Signage Display Monitor

Sub-Display Monitor - Console

- At least 32", Digital Signage Display

Smart Interactive Whiteboard

- Approximately 86 inches panel dimensions, Infrared touch technology, anti-glare tempered glass
- Quadcore Processor with OS (windows and android)
- Multitouch, finger or stylus pen (magnetic) writing mode

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- at least 8GB RAM and at least 128 GB ROM
- approximately 16:9 aspect ratio
- up to 4K HD Display resolution, at least DLED backlight, up to 60Hz refresh rate
- WiFi, built-in camera, built-in speakers and array microphone
- Features (Split screen and performs screen sharing between the whiteboard and other devices, can install software and play audio and video files, intelligent text, sound source positioning)
- with rolling stand

Management Software (Integrated Geospatial Data Platform with Artificial Intelligence and Data Analytics)

- Leverages AI to unify data from various departments, creating a cohesive platform for enhanced decision-making.
- The platform anticipates risks, predicts events, and enables proactive decisions that protect lives and livelihoods.
- The AI analyzes data, and identifies patterns that can be used for DRRM.
- Features (Assistance Tasks documentation drafting and creation, content creation and translation, image creation, natural language generation, contextual learning, summarization, explanation, integration, user's requirement design, user's existing system integration via API, customizable forms, custom assistant creation, dedicated local support, data sovereignty, local data ownership and management)
- Online Geographical Information System (GIS) Software Professional Standard License Subscription for one (1) Year including training for at least 3 users with the following capabilities:
 - Database management, editing, and data validation
 - Networks and topological fabrics
 - o Imagery and Remote Sensing
 - Geoprocessing Tools
 - Cartography Tools Cartography Licensing
 - Conversion Tools Conversion Toolbox Licensing
 - Excel Toolset, From PDF Toolset, From Raster Toolset, From WFS Toolset, GPS Toolset, Graphics Toolset, JSON Toolset, KML Toolset, LAS Toolset, SAS Toolset, to CAD toolset, To Collada Toolset, To Database Toolset, To Geodatabase Toolset, to GeoPackage Toolset, To Raster Toolset, To Shapefile Toolset,
 - Data Management Tools Data Management Toolbox Licensing
 - 3D Object Toolset, Archiving Toolset, Attachments Toolset, Attribute Rules Toolset, Catalog Dataset Toolset, Contingent Values Toolset, Distributed Geodatabase Toolset, Domains Toolset, Feature Binning Toolset, Feature Class Toolset, Features Toolset, Fields Toolset, File Database Toolset, General Toolset, Generalization Toolset, Geodatabase Administration Toolset, Indexes Toolset, Joins and Relates Toolset, LAS Dataset Toolset, Layers and Table Views Toolset, Package Toolset, Package / Scene Layers Toolset, Photos Toolset, Projections and Transformation Toolset, Raster Toolset, Mosaic Dataset Toolset, Ortho Mapping Toolset, Raster Processing Toolset, Raster Properties Toolset, Relationship Classes Toolset, Sampling Toolset, Subtypes Toolset, Table Toolset, Tile Cache Toolset, Toolbox Toolset, Topology Toolset, Trajectory Toolset, Versions Toolset, Workspace Toolset
 - o Intelligence tools Intelligence toolbox licensing
 - Analysis Toolset, Blind Spot Toolset, Conversion Toolset
 - Network Diagram tools Network Diagram toolbox licensing
 - Toolset/Tool, Configuration Toolset, Layout Toolset
 - Parcels tools Parcels toolbox licensing
 - Toolset/Tool, Administration Toolset
 - Public Transit tools Public Transit toolbox licensing
 - Analysis Toolset, Conversion Toolset
 - Trace Network tools Trace Network toolbox licensing
 - Toolset/Tool, Trace Configuration Toolset,
 - Utility Network tools Utility Network toolbox licensing

- Toolset/Tool, Administration Toolset, Trace Configuration Toolset
- The GIS application must have a parcel toolbox The Parcel toolbox contains tools to create, administer, and load data into parcel fabrics
 - Analyze Parcels By Least Squares Adjustment, Append Parcels, Apply Parcels Least Squares Adjustment, Build Parcel Fabric, Copy Parcel, Export Sequence Parcel Features, Generate Parcel Fabric Links, Import Parcel Fabric Points, Merge Collinear Parcel Boundaries, Set Parcel Line Label Position

VII. DELIVERABLES

- Approximately 49sqm total size of LED Screen Cabinet
- At least 2 units LED Sending Box
- At least 1-unit Matrix Host with at least 2 units decoding card and at least 1 unit encoding card
- At least 1-unit Network Keyboard
- At least 1-unit Workstation LED Operator
- At least 7 units Command Center Workstations
- At least 7 units Sub-Display Console 32" (Digital Signage Display)
- At least 3 units Smart Interactive Whiteboard 32"
- 1 lot Structural Frame Fabrication, Distribution Cabinet, and Labor (installation of cables, materials, accessories, tools, equipment, programming, testing and commissioning)
- 1 Lot Management Software (Integrated Geospatial Data Platform with Artificial Intelligence and Data Analytics)
 - Al module integrated within the Command-and-Control Center real-time predictive analytics, pattern recognition, and intelligent insights generation.
 - Online Geographical Information System (GIS) Software Professional Standard License for at least 3 users for 1 year
 - System software for seamless control and management of the LED screen content.
- Documentation
 - User manuals for operating and maintaining the LED screen and the integrated AI system.
 - System installation and configuration guides.
 - Training materials for command center personnel.

VIII. WARRANTY

- All Hardware and software shall be covered by the warranty on the services, upgrades, and updates of the Software within the license period. The warranty period for the licenses supplied commences upon acceptance.
- LED Wall including parts and services to be supplied shall come with at least two (2) year warranty and all other IT Equipment & software shall come with at least one (1) year which shall be served on the day after the project's final acceptance.
- Replacement of Defective item within 24 hours upon notification by the end user
- The Contractor shall warrant all equipment and its complement accessories as free from any defect, of the latest design and technology as specified by this project and quality workmanship.

IX. PROJECT STANDARDS

• COORDINATION MEETING

The contractor's project management representative shall attend a monthly meeting or as frequently as may be necessary to be convened by the client for the purpose of discussing any operational issues and solving any problems in connection with the conduct of services or to realize the objectives of the contract.

- The Contractor shall prepare the minutes of every meeting, have it signed by all attendees including the client-side, and print them for distribution to the client before being provided with a certificate of completion.

• TRAINING

- The Contractor must provide technology transfer free of charge. The Contractor must provide in-depth technical and user training in the contractor's accredited training centers/laboratory free of charge, and to be conducted by the contractor's Certified Trainers/Instructors for the Provincial Government of Pampanga.

PROOF OF CONCEPT

- The Contractor shall provide functional prototype that will integrate to the existing system of the end-user for testing and evaluation. This requirement is compulsory and required for post-bidding qualifications. Failure to comply and/or failure to satisfy the capabilities/specification set forth by the client shall automatically result in a disqualification.
- It is a requirement for the contractor to completely respond to all the specified items in the compliance matrix provided in this document.

DOCUMENTATION

- The Contractor shall provide system manuals and technical materials of the system package as well as the user's manual and training kit for training purposes and as a reference guide for the users of the system.
- The user's manual shall include a complete description of the system and operating instructions including a live demonstration to the client so they can easily pass it to the next generation of users.

X. IMPLEMENTATION REQUIREMENT

- The project location is in the Command-and-Control Center of the Province of Pampanga.
- All outputs of the project such as specifications, designs, reports, and other documents, materials, data, and software developed by the Contractor for the Province of Pampanga shall become and remain the property of the Province of Pampanga, and the Contractor shall not later than upon termination or expiration of the Contract, deliver all outputs to the Province of Pampanga, together with a detailed inventory thereof.
- Copyright. The Intellectual Property Rights in all System Software and General-Purpose Software and proprietary Materials or methodologies shall remain vested in the owner of such.
- Data that may be used for testing and actual operation of the system that will encroach into the
 privacy of or jeopardize the interests of persons, and concerned entities or provide undue
 advantage to third parties are considered confidential.
- The Province of Pampanga shall be the sole owner and controller of the database from its inception, completion, and final acceptance. The Province of Pampanga shall only give temporary access to the Contractor and/or its staff and has the sole jurisdiction to terminate said access to the database.
- The Contractor shall not, without the Province of Pampanga's prior written consent, use any Confidential Information received from the Province of Pampanga for any purpose other than those that are required for the performance of the project.

XI. MAINTENANCE/TECHNICAL SUPPORT

• The Contractor shall provide a helpdesk (telephone/e-mail/phone number) to provide support during implementation and maintenance to provide necessary operational support to all system users at all times.

- The system shall be capable of being remotely controlled anytime and anywhere with a secured password for a fast and reliable resolution. Any hardware equipment or software that becomes defective or have failed or malfunctioned within the warranty period shall be attended to immediately by the Contractor under the following service level agreement (SLA):
 - 1st Level Support- Remote Assistance (via telephone/phone)
 - 2nd Level Support- On-Site Technical Support not later than 48 hours from notification.

XII. PROGRESS BILLINGS AND CERTIFICATIONS

- The service provider will be eligible for progress billings throughout the project lifecycle.
- These billings will be tied to the accomplishment of specific project milestones and deliverables.
- Each billing request must be accompanied by a detailed work accomplishment report, verified and certified by the Province of Pampanga.
- This process ensures transparency and aligns payments with tangible project progress.
- Upon successful project completion and system acceptance by the Province of Pampanga, the final payment will be issued.
- To receive final payment, the service provider must submit a 100% work accomplishment report, along with the following certifications:
 - Certification from the Province of Pampanga.
 - Signed Inspection and Acceptance Report from the designated Inspection Team.

XIII. REQUIREMENTS

- With service facility in the locality for aftersales service
- Brochure or printed materials of the item being offered for Hardware
- The procuring entity reserves the right to conduct product testing / inspection to determine the fitness of the items being offered by prospective supplier.

SECTION VIII. CHECKLIST OF TECHNICAL & FINANCIAL DOCUMENTS



PROJECT

Republic of the Philippines PROVINCE OF PAMPANGA City of San Fernando

BIDS AND AWARDS COMMITTEE I.G.-BAC BIDDING REQUIREMENTS FOR THE PROCUREMENT OF GOOD/EQUIPMENTS

BIDDER	
	Checklist of BID Requirements
I. TECHNICAL COMPONENT	<u> ENVELOPE</u>
	Class "A" Documents
<u>Legal Documents</u>	
	(a.) Valid PhilGEPS Registration Certificate (Platinum Membership)(all pages); in accordance with Section 8.5.2 of the IRR
<u>Techical Documents</u>	
	(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 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; <u>and</u>
	(e.) Conformity with the Technical Specifications, which include production/delivery schedule; manpower requirements; aftersales; <u>and</u>
	(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.
Financial Documents	
	(g.) The propective bidder's computation of Net Financial Contracting Capacity (NFCC); or A committed Line of Credit from a Universal or Commercial Bank in leiu of its NFCC computation
	Class "B" Documents
	(h.) 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.
	Duly notarized statements from all the potentioal joint venture partners stating that the bid is successful.

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Other document	ary requirement	s unde (i.) (j.)	[For foreign bidders claiming by reason of their country's extention 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. Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.
II. FINANCIAL CO	OM PONENT ENV	ELOP	<u>'E</u>
		(a.)	Original of duly signed and accomplished Financial Bid Form; and
		(b.)	Original of duly signed and accomplished Price Schedule(s)
NOTE:	Compliance" Su	pplie mit O	nt/s in the above -mentioned checklist is a ground for outright declaration of "Non- ers and Contractors who will participate in the public bidding of the Province are ne (1) Copy of the first & second components of their technical documents duly rized signatory.
			[] Complying [] Non-Complying

SECTION IX. OTHER BIDDING DOCUMENTS

Bid Form for the Procurement of Goods

[shall be submitted with the Bid]

BID FORM		
Date	:	
Project Identifica	ation 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 Purpos of agentCurrencyCommission or gratui							
(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].

Name:									
Legal capacity:							,		
Signature:									
Duly authorized	to	sign	the	Bid	for	and	behalf	of:	
Date:									

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.

^{*} Mandatory Provision pursuant to Government Procurement Policy Board (GPPB) Resolution No. 16-2020 dated September 16, 2020.

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 o	of Bidder _			Project ID N	0	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 C	Capacity:							
Signatı	ıre:							

Duly authorized to sign the Bid for and behalf of:

^{*} Mandatory Provision pursuant to Government Procurement Policy Board (GPPB) Resolution No. 16-2020 dated September 16, 2020

Price Schedule for Goods Offered from Within the Philippines

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

For Goods Offered from Within the Philippines

Name	of Bidder			P	roject ID No	Pa	igeof		
1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+ 8)	Total Price delivered Final Destination (col 9) x (col 4)
Name	2:								
Legal	Capacity:								

Duly authorized to sign the Bid for and behalf of:

Signature:

^{*} Mandatory Provision pursuant to Government Procurement Policy Board (GPPB) Resolution No. 16-2020 dated September 16, 2020.

Bid Securing Declaration Form

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

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

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

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

I/We, the undersigned, declare that:

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED

REPRESENTATIVE]

[Insert signatory's legal capacity] Affiant

[Jurat]

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

^{*} Mandatory Provision pursuant to Government Procurement Policy Board (GPPB) Resolution No. 16-2020 dated September 16, 2020.

Contract Agreement Form for the Procurement of Goods (Revised)

[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]

CONTRACT AGREEMENT

THIS AGREEMENT made the ____ day of ____ 20___ between [name of PROCURING ENTITY] of the Philippines (hereinafter called "the Entity") of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called "the Supplier") of the other part;

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- 2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:
- i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
- ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

- iii. Performance Security;
- iv. Notice of Award of Contract; and the Bidder's conforme thereto; and
- v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. <u>Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.</u>
- 3. In consideration for the sum of [total contract price in words and figures] or such other sums as may be ascertained, [Named of the bidder] agrees to [state the object of the contract] in accordance with his/her/its Bid.
- 4. The [Name of the procuring entity] agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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

[Insert Name and Signature]

[Insert Signatory's Legal Capacity] for:

[Insert Procuring Entity]

[Insert Name and Signature]

[Insert Signatory's Legal Capacity]

for:

[Insert Name of Supplier]

Acknowledgment

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

^{*} Mandatory Provision pursuant to Government Procurement Policy Board (GPPB) Resolution No. 16-2020 dated September 16, 2020.

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

^{*} Mandatory Provision pursuant to Government Procurement Policy Board (GPPB) Resolution No. 16-2020 dated September 16, 2020.

Performance Securing Declaration (Revised)

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

REPUBLIC OF TH	HE PHILIPPINES)
CITY OF) S.S.

PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents] To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

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

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

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

[Jurat]

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

^{*} Mandatory Provision pursuant to Government Procurement Policy Board (GPPB) Resolution No. 16-2020 dated September 16, 2020.

Statement of Single Largest Completed Contract (SLCC)

a. Owner's Name			Bidder's Role		a. Amount of Award	a. Date Awarded	
Name of Contract/ Project Cost	b. Address c. Telephone Nos.	Nature of	Description	%	b. Amount of Completion c. Duration	b. Contract Effectivity c. Date Completed	
·			·				

Note: This Statement shall be supported with:

Business Name

- 1. Notice of Award and or Contract
- 2. Notice to Proceed issued by the owner
- 3. Certificate of Accomplishments signed by the owner or authorized representative

Submitted by:	:
•	(Printed Name & Signature
Designation :	
Date :	

^{*} Mandatory Provision pursuant to Government Procurement Policy Board (GPPB) Resolution No. 16-2020 dated September 16, 2020

List of All Ongoing Government and Private Contracts including contracts awarded but not yet started

Business Address :			
	 	 	_

Name of the Contract	Date of the Contract	Contract Duration	Owner's Name and Address	Description/Kinds of Goods	Amount of Contract/s	Date of Delivery

Submitted by	/ :
·	(Printed Name & Signature
Designation	:
Date	:

Business Name :

^{*} Mandatory Provision pursuant to Government Procurement Policy Board (GPPB) Resolution No. 16-2020 dated September 16, 2020.

NFCC COMPUTATION FOR ELIGIBILITY CHECK (REVISED)

,	٨
Ι	7

		Year 20
1.	Approved Budget for the Contract (ABC)	
2.	Current Assets	
3.	Current Liabilities	
4.	Net Working Capital	
5.	Total value of all outstanding or ongoing	
	Projects	

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.

NFCC=P	
Submitted b	v:
	y.
	Name of Supplier/Distributor/Manufacturer
	Signature of Authorized Representative
Date:	

^{*} Mandatory Provision pursuant to Government Procurement Policy Board (GPPB) Resolution No. 16-2020 dated September 16, 2020