



(ii) **Completed and signed Technical Bid Form and Other Technical Documents:**

Bid Forms	Annex
Technical Bid Form	Annex V
PCG Terms of Reference	Annex V-A
PCG System Diagram / Proof of Concept	Annex V-A1
PCG Distribution List	Annex V-A2
PCG Testing Parameters / Procedures	Annex V-A3

(iii) **Brochure** (original or internet download) / Technical Data Sheet or equivalent document of the following equipment showing compliance on the Technical Specifications:

1. Coastal Surveillance Camera
2. Video Streaming Software
3. Video Streaming Server
4. Tablet and Rugged Case
5. Workstation
6. Large Screen Monitor

Note: *If not in English, must be subject to requirement per Clause 11 of the Instruction to Bidders.*

(iv) **For Manufacturers:** Certification that the Manufacturer has been in the business of manufacturing **Surveillance Camera** for at least five (5) years and also indicating/include the following statements: **(Annex VI)**

1. We ensure availability of supplies, parts and accessories of the item/equipment being offered for at least three (3) years;
2. Guarantee /support to Warranty for Two (2) years to be issued by the bidder/(first tier distributor);
3. That service engineers are factory trained on service and repair;
4. We/(First tier distributor) certify that at least one service engineer is available locally to provide quick on-site support;
5. That the Surveillance Camera being offered can stream at less than 10kbps.

OR

For First Tier Distributors:

- i. Copy of Valid and Current Certificate of Distributorship (as First Tier Distributor) issued by the principal manufacturer authorizing the bidder to sell/distribute the **Surveillance Camera**. The Certificate **MUST INDICATE** that the on-going business relationship between the principal manufacturer and the bidder is at least five (5) years.
- ii. Certification from the manufacturer **(per Annex VI)**.

Note: *If not in English, must be subject to requirement per Clause 11 of the Instruction to Bidders.*

(v) Proof that the Manufacturer’s BRAND of the Surveillance Camera has been in the Philippine Market within the last five (5) years.



- (vi) Copy of valid and current **ISO 9001:2008 or ISO 9001:2015** Certification of the Manufacturer of the following issued by an independent certifying agency:
- Surveillance Camera
 - Video Streaming Server
- (vii) List of Authorized **Service Center/s with Operational Toll Free 24/7 Hotline** of the Manufacturer of the Surveillance Camera and System (for the whole system) in the **Philippines and/or Asia** (with available spare parts, indicating address, telephone & fax numbers, email address and contact person).
- The Bidder must be one of the Authorized Service Centers of the Surveillance Camera and the System.**
- In the event of closure of business, termination of franchisee/service center, the supplier shall notify the PCG and PITC accordingly of the new service centers with telephone numbers and address who can provide the needed parts, supplies and services;
- (viii) List and address of **Surveillance Camera and System** Manufacturer's Offices/ Branch Office /Sales Offices/ Distribution office in the following:
- 1) Any country in Western Europe;
 - 2) United States/Canada; **AND**
 - 3) Singapore/Japan
- (ix) Certificate of Performance Evaluation **per Annex VII** with a rating of at least "VERY SATISFACTORY", issued by bidder's Single Largest Completed Contract Client per submitted Annex I-A;
- (x) **FOR FOREIGN MANUFACTURER:**
- a) Valid and Current Written Appointment of the Philippine Based Company (as local representative of Foreign Manufacturer) issued by the foreign Manufacturer
- The written appointment must include detailed scope of responsibility of the local representative.
- In case the Foreign Manufacturer allows payment to be received on their behalf by their local representative company, the written appointment shall include an express provision authorizing said local representative company to receive/accept such payment.
- b) Secretary's Certificate (for Corporation) or Special Power of Attorney (for Sole Proprietor) of the Philippine Company indicating the name and specimen signature of the authorized representative/s of the Philippine Company who transact with PITC (as Philippine based Representative) including address, telephone number, fax number and email address.
- (xi) **Proof of Authority of the bidder's authorized representative/s:**
- a. **FOR SOLE PROPRIETORSHIP** (IF OWNER OPTS TO APPOINT A REPRESENTATIVE): Duly notarized Special Power of Attorney.
 - b. **FOR CORPORATIONS, COOPERATIVE OR THE MEMBERS OF THE JOINT VENTURE:** Duly notarized Secretary's Certificate evidencing the authority of the designated representative/s.
- IN THE CASE OF UNINCORPORATED JOINT VENTURE:** Each member shall submit a separate Special Power of Attorney and/or Secretary's Certificate evidencing the authority of the designated representative/s.



	<p>(xii) Omnibus Sworn Statements using the form prescribed (Annex VIII).</p> <ol style="list-style-type: none"> a. Authority of the designated representative b. Non-inclusion in blacklist or under suspension status c. Authenticity of Submitted Documents d. Authority to validate Submitted Documents e. Disclosure of Relations f. Compliance with existing labor laws and standards g. Bidders Responsibilities h. Did not pay any form of consideration
13.1	<p>Completed and signed Financial Bid Form. Bidder must use, accomplish and submit Financial Bid Form (Annex IX) and Detailed Financial Bid Form (Annex IX-A).</p> <p>The ABC is inclusive of VAT. Any proposal with a financial component exceeding the ABC shall not be accepted.</p>
13.1 (b)	<i>No further instruction.</i>
13.1 (c)	<i>No further instruction.</i>
13.2 (a)	Any bid exceeding per unit and ABC per item shall not be accepted.
13.2 (b)	<i>No further instruction.</i>
15.4(a)(iv)	<i>No further instruction.</i>
15.4(b)(i)	<i>No further instruction.</i>
16.1(b)(ii)	<i>No further instruction.</i>
16.1 (b)	The Bid Prices for Goods supplied from outside the Philippines shall be quoted in the Philippine Pesos.
16.3	<i>No further instruction.</i>
17.1	The bids will be valid for one hundred twenty (120) calendar days from the date of opening of bids.
18.1	<p>Bid security must be issued in favor of the PHILIPPINE INTERNATIONAL TRADING CORPORATION (PITC) in any of the following forms:</p> <ol style="list-style-type: none"> 1) Bid Securing Declaration per Annex IV; 2) Cash or Cashier's/ Manager's Check equivalent to at least 2% of the ABC; 3) Bank Guarantee/ Bank draft or Irrevocable LC equivalent to at least 2% of the ABC; OR 4) Surety bond callable upon demand equivalent to at least 5% of the ABC
18.2	The bid security shall be valid for one hundred twenty (120) calendar days from the date of opening of bids.
20.1	<i>No further instructions.</i>



20.3	<p>Each Bidder shall submit the following in one (1) big envelope duly labeled containing two sets of envelopes;</p> <p>First envelope must contain three (3) copies of Eligibility and Technical documents duly marked as “Original Copy”, “Duplicate Copy” and “Triplicate Copy”.</p> <p>Second envelope must contain three (3) copies of Financial documents duly marked as “Original Copy”, “Duplicate Copy” and “Triplicate Copy”.</p> <p>All envelopes and folders must be labeled as specified below</p>
20.4	<p>All envelopes shall:</p> <ul style="list-style-type: none"> (a) contain the name of the contract to be bid in capital letters; (b) bear the name and address of the Bidder in capital letters; (c) be addressed to the Procuring Entity’s BAC in accordance with ITB Clause 1.1; (d) bear the specific identification of this bidding process indicated in the ITB Clause 1.2; and (e) bear a warning “DO NOT OPEN BEFORE...” the date and time for the opening of bids, in accordance with ITB Clause 21. <div style="border: 1px solid black; padding: 10px; margin-top: 10px;"> <p>TO : THE BIDS AND AWARDS COMMITTEE I PHILIPPINE INTERNATIONAL TRADING CORPORATION</p> <p>FROM : _____ (Name of Bidder in Capital Letters)</p> <p>ADDRESS: _____ (Address of Bidder in Capital Letters)</p> <p>PROJECT: SUPPLY AND DELIVERY OF ONE (1) LOT RAPIDLY DEPLOYABLE COASTAL SURVEILLANCE CAMERA SYSTEM FOR THE PHILIPPINE COAST GUARD (PCG)</p> <p>BID REF NO: GPG-B1-2018-391 (In Capital Letters, Indicate the Phrase):</p> <p>“DO NOT OPEN BEFORE: <u>29 November 2018, Thursday, 3:00PM</u></p> </div>
21	<p>The address for submission of bids is <i>Philippine International Trading Corporation, Ground Floor, NDC Building, 116 Tordesillas St., Salcedo Village, Makati City.</i> The deadline for submission of bids : <u>29 November 2018, Thursday, 3:00PM</u></p>
24.1	<p>The place of bid opening is <i>Philippine International Trading Corporation, 5th Floor Conference Room, NDC Building, 116 Tordesillas St., Salcedo Village, Makati City.</i> The date and time of bid opening is on <u>29 November 2018, Thursday, 3:00PM</u></p>
24.2	<p><i>No further instructions.</i></p>
27.1	<p><i>No further instructions.</i></p>
28.3	<p><i>No further instructions.</i></p>
28.3 (b)	<p>Bid modification is not allowed.</p>
28.4	<p><i>No further instructions.</i></p>



29.2, 29.2(a) , 29.2(b) , and 29.2(d)	<p>Post Qualification: Within a non-extendible period of five (5) calendar days from receipt by the supplier of the Notice from the BAC that the supplier has the Single/Lowest Calculated Bid (S/LCB), the Supplier shall submit and/or present the following requirements for post qualification:</p> <p>A. FOR LOCAL MANUFACTURER/ FIRST TIER DISTRIBUTOR:</p> <p>1. Present original copy and submit certified true copy of the following:</p> <ul style="list-style-type: none">a. Latest Income Tax Returns per Revenue Regulations 3-2005; <i>Tax returns filed through the Electronic Filing and Payments System (EFPS). The latest income and business tax returns are those within the last six months preceding the date of bid submission (including copy of VAT returns and corresponding payments for the last 6 months):</i>b. PO's or Contracts for all Ongoing Contracts as listed per submitted Annex Ic. PO or contract relative to Single Largest Completed Contract per submitted Revised Annex I-A <p><i>(In case of Joint Venture between local companies, both partners must present/submit above items a, b. In case of foreign partner, a is not applicable.)</i></p> <p>2. Submit original copy of the following:</p> <ul style="list-style-type: none">a. Company Profile (per Annex IX). Company printed brochure may be included.b. Vicinity map/location of the businessc. Undertaking to Pursue Countertrade (Annex X). <p><i>(In case of Joint Venture, both partners must present/submit items a and b. Item c should be submitted by the JV.)</i></p> <p>3. Present original copy of the following:</p> <ul style="list-style-type: none">a. Registration Certificate from SEC (for corporations) or DTI (for sole proprietorship or CDA (for cooperatives)b. Valid and Current Business/Mayor's permit issued by the city or municipality where the principal place of business of the prospective bidder is located OR the equivalent document for Exclusive Economic Zones or Areas;c. Valid and Current Tax Clearance issued by Accounts Receivable Monitoring Division per Executive Order 398, Series of 2005, as finally reviewed and approved by the BIR;d. End-User's Acceptance, Official Receipt (duplicate or triplicate copy) or Sales Invoice with Collection Receipt/s (duplicate or triplicate copy) relative to Single Largest Completed Contract per submitted Revised Annex I-A. <p><i>(In case of foreign partner in JVs, foreign partner should present the original copy of the equivalent document of a and b)</i></p> <p>B. FOR FOREIGN BIDDERS/MANUFACTURERS</p> <p>1. Present original copy of the following:</p> <ul style="list-style-type: none">a. Valid and current Certificate of PhilGEPS Registrationb. Valid and current certificate / license / authority to conduct business issued by the regulatory authority in the country where the company is basedc. Valid and Current Tax Delinquency Verification Certificate (issued to Non-Resident Foreign Corporation), OR valid and current Tax Clearance issued by Accounts Receivable Monitoring Division per Executive Order 398, Series of 2005, as finally reviewed and approved by the BIR
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	<p>d. PO's or Contracts for all Ongoing Contracts as listed per submitted Annex I</p> <p>e. PO or contract relative to Single Largest Completed Contract per submitted Revised Annex I-A</p> <p>C. FOR PHILIPPINE-BASED REPRESENTATIVE OF FOREIGN MANUFACTURER:</p> <p>1. Present original copy and submit certified true copy of the following</p> <p>a. Registration certificate from the Securities and Exchange Commission (SEC) for corporation, Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives.</p> <p>b. Valid and current Business/Mayor's Permit issued by the city or municipality where the principal place of business of the prospective bidder is located OR the equivalent document for Exclusive Economic Zones or Areas;</p> <p>Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the bidder for award. Should there be a finding against the veracity of any of the documents submitted, the Bid Security shall be forfeited in accordance with Sec. 69 of the IRR of RA 9184.</p>
32.4 (g)	<i>No further instructions.</i>



Section IV. General Conditions of Contract (GCC)



General Conditions of Contract (GCC)

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1. Definitions

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

- (a) "The Contract" means the agreement entered into between the Procuring Entity and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) "The Goods" means all of the supplies, equipment, machinery, spare parts, other materials and/or general support services which the Supplier is required to provide to the Procuring Entity under the Contract.
- (d) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- (e) "GCC" means the General Conditions of Contract contained in this Section.
- (f) "SCC" means the Special Conditions of Contract.
- (g) "The Procuring Entity" means the organization purchasing the Goods, as named in the **SCC**.
- (h) "The Procuring Entity's country" is the Philippines.
- (i) "The Supplier" means the individual contractor, manufacturer distributor, or firm supplying/manufacturing the Goods and Services under this Contract and named in the **SCC**.
- (j) The "Funding Source" means the organization named in the **SCC**.
- (k) "The Project Site," where applicable, means the place or places named in the **SCC**.
- (l) "Day" means calendar day.
- (m) The "Effective Date" of the contract will be the date of signing the contract, however the Supplier shall commence performance of its obligations only upon receipt of the Notice to Proceed and copy of the approved contract.
- (n) "Verified Report" refers to the report submitted by the Implementing Unit to the Head of the Procuring Entity setting forth its findings as to the existence of grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.



2. Corrupt, Fraudulent, Collusive, and Coercive Practices

2.1. Unless otherwise provided in the **SCC**, the Procuring Entity as well as the bidders, contractors, or suppliers shall observe the highest standard of ethics during the procurement and execution of this Contract. In pursuance of this policy, the Procuring Entity:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

- (i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the Government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019.
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.
 - (iii) "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.
 - (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
 - (v) "obstructive practice" is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or
 - (bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has enGPGed in any of the practices mentioned in this Clause for purposes of competing for the contract.



2.2 Further the Funding Source, Borrower or Procuring Entity, as appropriate, will seek to impose the maximum civil, administrative and/or criminal penalties available under the applicable law on individuals and organizations deemed to be involved with any of the practices mentioned in GCC Clause 2.1 (a).

3. Inspection and Audit by the Funding Source

The Supplier shall permit the Funding Source to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Funding Source, if so required by the Funding Source.

4. Governing Law and Language

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

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

5. Notices

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

5.2. A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the **SCC** for GCC Clause 5.1.

6. Scope of Contract

6.1. The GOODS and Related Services to be provided shall be as specified in Section VI. Bidding Forms of this Bidding Documents.

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

7. Subcontracting

7.1. Subcontracting of any portion of the Goods, if allowed in the **BDS**, does not relieve the Supplier of any liability or obligation under this Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants or workmen.

7.2. If subcontracting is allowed, the Supplier may identify its subcontractor during contract implementation. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract. In either case,



subcontractors must submit the documentary requirements under ITB Clause 12 and comply with eligibility criteria specified in the **BDS**. In the event that any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Goods shall be disallowed.

8. Procuring Entity's Responsibilities

- 8.1. Whenever the performance of the obligations in this Contract requires that the Supplier obtain permits, approvals, import, and other licenses from local public authorities, the Procuring Entity shall, if so needed by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.
- 8.2. The Procuring Entity shall pay all costs involved in the performance of its responsibilities in accordance with **GCC** Clause 6.

9. Prices

- 9.1. For given scope of work in this Contract as awarded, all bid prices are considered fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances and upon prior approval of the GPPB in accordance with Section 61 of R.A. 9184 and its IRR or except as provided in this Clause.
- 9.2. Prices charged by the Supplier for Goods delivered and/or services performed under this Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any change in price resulting from a Change Order issued in accordance with **GCC** Clause 29.

10. Payment

- 10.1. Payments shall be made only upon a certification by the Head of the Procuring Entity to the effect that the Goods have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted. Except with the prior approval of the President no payment shall be made for services not yet rendered or for supplies and materials not yet delivered under this Contract. One percent (1%) of the amount of each payment shall be retained by the Procuring Entity to cover the Supplier's warranty obligations under this Contract as described in GCC Clause 17.
- 10.2. The Supplier's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and/or Services performed, and by documents submitted pursuant to the **SCC** provision for GCC Clause 6.2, and upon fulfillment of other obligations stipulated in this Contract.
- 10.3. Pursuant to GCC Clause 10.2, payments shall be made promptly by the Procuring Entity, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier. Payments shall be in accordance with the schedule stated in the **SCC**.
- 10.4. Unless otherwise specified in the **SCC**, the currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.



10.5. Unless otherwise provided in the **SCC**, payments using Letter of Credit (LC), in accordance with the Guidelines issued by the GPPB, is allowed. For this purpose, the amount of provisional sum is indicated in the **SCC**. All charges for the opening of the LC and/or incidental expenses thereto shall be for the account of the Supplier.

11. Advance Payment

11.1. Advance payment shall be made only after prior approval of the President, and shall not exceed fifteen percent (15%) of the Contract amount, unless otherwise directed by the President or in cases allowed under Annex "D" of RA 9184.

11.2. All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.

11.3. For Goods supplied from abroad, unless otherwise indicated in the **SCC**, the terms of payment shall be as follows:

- (a) On Contract Signature: Fifteen percent (15%) of the Contract Price shall be paid within sixty (60) days from signing of the Contract and upon submission of a claim and a bank guarantee for the equivalent amount valid until the Goods are delivered and in the form provided in Section VIII. Bidding Forms.
- (b) On Delivery: Sixty-five percent (65%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the **SCC** provisions on Delivery and Documents.
- (c) On Acceptance: The remaining twenty percent (20%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the Procuring Entity's authorized representative. In the event that no inspection or acceptance certificate is issued by the procuring Entity's authorized representative within forty-five (45) days of the date shown on the delivery receipt, the Supplier shall have the right to claim payment of the remaining twenty percent (20%) subject to the Procuring Entity's own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the **SCC** provision on Delivery and Documents.

11.4. All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.

12. Taxes and Duties

The Supplier, whether local or foreign, shall be entirely responsible for all the necessary taxes, stamp duties, license fees, and other such levies imposed for the completion of this Contract.

13. Performance Security

13.1. Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any the forms prescribed in the ITB Clause 33.2.



- 13.2. The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the winning bidder is in default in any of its obligations under the contract.
- 13.3. The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.
- 13.4. The performance security may be released by the Procuring Entity and returned to the Supplier after the issuance of the Certificate of Final Acceptance subject to the following conditions:
 - (a) There are no pending claims against the Supplier or the surety company filed by the Procuring Entity;
 - (b) The Supplier has no pending claims for labor and materials filed against it; and
 - (c) Other terms specified in the **SCC**.
- 13.5. In case of a reduction of the contract value, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

14. Use of Contract Documents and Information

- 14.1. The Supplier shall not, except for purposes of performing the obligations in this Contract, without the Procuring Entity's prior written consent, disclose this Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 14.2. Any document, other than this Contract itself, enumerated in GCC Clause 14.1 shall remain the property of the Procuring Entity and shall be returned (all copies) to the Procuring Entity on completion of the Supplier's performance under this Contract if so required by the Procuring Entity.

15. Standards

The Goods provided under this Contract shall conform to the standards mentioned in the Section VI. Bidding Forms (Annex VI: Technical Bid Form) and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the institution concerned.

16. Inspection and Tests

- 16.1. The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Entity. The **SCC** and Section VII. Technical Specifications shall specify what inspections and/or tests the Procuring Entity requires and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.



- 16.2. If applicable, the inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity. The Supplier shall provide the Procuring Entity with results of such inspection and tests.
- 16.3. The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in this Clause provided that the Procuring Entity shall bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 16.4. The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to GCC Clause 5.
- 16.5. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, shall release the Supplier from any warranties or other obligations under this Contract.

17. Warranty

- 17.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the technical specifications required by the Procuring Entity provides otherwise.
- 17.2. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 17.3. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier for a minimum period specified in the **SCC**. The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to at least one percent (1%) of every progress payment, or a special bank guarantee equivalent to at least one percent (1%) of the Contract Price or other such amount if so specified in the **SCC**. The said amounts shall only be released after the lapse of the warranty period specified in the **SCC**; provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.
- 17.4. 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, within the period specified in the **SCC** and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Procuring Entity.



- 17.5. If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in GCC Clause 17.4, the Procuring Entity may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract and under the applicable law.

18. Delays in the Supplier's Performance

- 18.1. Delivery of the Goods and/or performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in Section VI. Schedule of Requirements.
- 18.2. If at any time during the performance of this Contract, the Supplier or its Subcontractor(s) should encounter conditions impeding timely delivery of the Goods and/or performance of Services, the Supplier shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, and upon causes provided for under GCC Clause 21.2, the Procuring Entity shall evaluate the situation and may extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of Contract.
- 18.3. Except as provided under GCC Clause 22, a delay by the Supplier in the performance of its obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 19, unless an extension of time is agreed upon pursuant to GCC Clause 29 without the application of liquidated damages.

19. Liquidated Damages

Subject to GCC Clauses 18 and 22, if the Supplier fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the Procuring Entity shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. The maximum deduction shall be ten percent (10%) of the amount of contract. Once the maximum is reached, the Procuring Entity may rescind or terminate the Contract pursuant to GCC Clause 23, without prejudice to other courses of action and remedies open to it.

20. Settlement of Disputes

- 20.1. If any dispute or difference of any kind whatsoever shall arise between the Procuring Entity and the Supplier in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 20.2. If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.



- 20.3. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under this Contract.
- 20.4. In the case of a dispute between the Procuring Entity and the Supplier, the dispute shall be resolved in accordance with Republic Act 9285 ("R.A. 9285"), otherwise known as the "Alternative Dispute Resolution Act of 2004."
- 20.5. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Procuring Entity shall pay the Supplier any monies due the Supplier.

21. Liability of the Supplier

- 21.1. The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines, subject to additional provisions, if any, set forth in the **SCC**
- 21.2. Except in cases of criminal negligence or willful misconduct, and in the case of infringement of patent rights, if applicable, the aggregate liability of the Supplier to the Procuring Entity shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

22. Force Majeure

- 22.1. The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of a *force majeure*.
- 22.2. For purposes of this Contract the terms "*force majeure*" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or *force majeure* shall be interpreted to mean an event which the Supplier could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Supplier. Such events may include, but not limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 22.3. If a *force majeure* situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the *force majeure*.

23. Termination for Default

- 23.1. The Procuring Entity may terminate this Contract for default when any of the following conditions attends its implementation:



- (a) Outside of *force majeure*, the Supplier fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contact price;
- (b) As a result of *force majeure*, the Supplier is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days after receipt of the notice from the Procuring Entity stating that the circumstance of force majeure is deemed to have ceased; or
- (c) The Supplier fails to perform any other obligation under the Contract.

23.2. In the event the Procuring Entity terminates this Contract in whole or in part, for any of the reasons provided under **GCC** Clauses 23 to 26, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Entity for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of this Contract to the extent not terminated.

23.3. In case the delay in the delivery of the Goods and/or performance of the Services exceeds a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the Supplier, the Procuring Entity may terminate this Contract, forfeit the Supplier's performance security and award the same to a qualified Supplier.

24. Termination for Insolvency

The Procuring Entity shall terminate this Contract if the Supplier is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Supplier.

25. Termination for Convenience

25.1. The Procuring Entity may terminate this Contract, in whole or in part, at any time for its convenience. The Head of the Procuring Entity may terminate a contract for the convenience of the Government if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and national government policies.

25.2. The Goods that have been delivered and/or performed or are ready for delivery or performance within thirty (30) calendar days after the Supplier's receipt of Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices. For Goods not yet performed and/or ready for delivery, the Procuring Entity may elect:

- (a) to have any portion delivered and/or performed and paid at the contract terms and prices; and/or



- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed and/or performed goods and for materials and parts previously procured by the Supplier.

25.3. If the Supplier suffers loss in its initial performance of the terminated contract, such as purchase of raw materials for goods specially manufactured for the Procuring Entity which cannot be sold in open market, it shall be allowed to recover partially from this Contract, on a *quantum meruit* basis. Before recovery may be made, the fact of loss must be established under oath by the Supplier to the satisfaction of the Procuring Entity before recovery may be made.

26. Termination for Unlawful Acts

26.1. The Procuring Entity may terminate this Contract in case it is determined *prima facie* that the Supplier has enGPGed, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:

- (a) Corrupt, fraudulent, and coercive practices as defined in ITB Clause 3.1(a);
- (b) Drawing up or using forged documents;
- (c) Using adulterated materials, means or methods, or enGPGing in production contrary to rules of science or the trade; and
- (d) Any other act analogous to the foregoing.

27. Procedures for Termination of Contracts

27.1. The following provisions shall govern the procedures for termination of this Contract:

- (a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;
- (b) Upon recommendation by the Implementing Unit, the Head of the Procuring Entity shall terminate this Contract only by a written notice to the Supplier conveying the termination of this Contract. The notice shall state:
 - (i) that this Contract is being terminated for any of the ground(s) aforementioned, and a statement of the acts that constitute the ground(s) constituting the same;
 - (ii) the extent of termination, whether in whole or in part;
 - (iii) an instruction to the Supplier to show cause as to why this Contract should not be terminated; and
 - (iv) special instructions of the Procuring Entity, if any.
- (c) The Notice to Terminate shall be accompanied by a copy of the Verified Report;



- (d) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the Head of the Procuring Entity a verified position paper stating why this Contract should not be terminated. If the Supplier fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the Head of the Procuring Entity shall issue an order terminating this Contract;
- (e) The Procuring Entity may, at any time before receipt of the Supplier's verified position paper to withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Supplier's receipt of the notice;
- (f) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the Head of the Procuring Entity shall decide whether or not to terminate this Contract. It shall serve a written notice to the Supplier of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Supplier of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate;
- (g) The Head of the Procuring Entity may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the Head of the Procuring Entity; and
- (h) The Supplier must serve a written notice to the Procuring Entity of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The Contract is deemed terminated if it is not resumed in thirty (30) calendar days after the receipt of such notice by the Procuring Entity.

28. Assignment of Rights

The Supplier shall not assign his rights or obligations under this Contract, in whole or in part, except with the Procuring Entity's prior written consent.

29. Contract Amendment

Subject to applicable laws, no variation in or modification of the terms of this Contract shall be made except by written amendment signed by the parties.

30. Application

These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of this Contract.



Section V.

Special Conditions of Contract (SCC)

**Special Conditions of Contract (SCC)**

GCC Clause	
(g)	The Procuring Entity is PHILIPPINE INTERNATIONAL TRADING CORPORATION (PITC)
1.1 (i)	The Philippine authorized Manufacturers or First Tier Distributors of the principal manufacturer
(j)	The Funding Source is from Philippine Coast Guard with PITC AR No: TL-2018-130 dated 24 July 2018
(k)	Delivery Sites: Per PCG Distribution List Attached as Annex V-A2
5.1	<p>The Procuring Entity's addressee, address and contact person for Notices is:</p> <p>MS. CHRISTABELLE P. EBRIEGA Vice President, Government Accounts Group 5th Flr. PHILIPPINE INTERNATIONAL TRADING CORPORATION, NDC Building, 116 Tordesillas St., Salcedo Village, Makati City</p> <p>Contact Person: RHONEIL O. BAUTISTA Account Head Economic and Public Services Department (EPSD) Tel No. 818-9801 loc. 368</p>
6.2	Please refer to the Technical Bid Form. (Additional Terms and Conditions of the Contract, if any.)
10.1	<p>Payment is made through corporate check within fifteen (15) calendar days after completion and acceptance of work specified in the Terms of Reference/Contract, and submission of all required documents. All payments are subject to applicable withholding taxes.</p> <p>Documentary requirements for payment are as follows:</p> <ol style="list-style-type: none"> 1. Original and duplicate BIR VAT registered Supplier's Invoice issued under the name of the PCG indicating PITC Contract Number. All entries in the Invoice must be typewritten or computer printed; 2. Original and duplicate Delivery Receipt issued under the name of PCG duly acknowledged and received by PITC's authorized representative; 3. Certification from PCG that the following documents were submitted and/or complied by the Supplier: <ol style="list-style-type: none"> a) Hard Copy of User's and Operators Manual (for each unit) in English <ol style="list-style-type: none"> i. Surveillance Camera ii. Video Streaming Software iii. Video Streaming Server iv. Tablet with Rugged Case v. Workstations vi. Large Screen Monitor b) Joint Functional Testing and Acceptance by PITC and PCG c) Original Certificate of Pre-delivery Inspection accomplished at (Warehouse of the winning supplier within the Philippines) duly signed by PCG and PITC authorized representatives;



10.1	<p>d) Certificate of Replacement of Defective Units within fifteen (15) calendar days from receipt of Notice of Defects from PCG/PITC;</p> <p>e) Warranty Certificate covering the following:</p> <ul style="list-style-type: none"> • Three (3) years Spare Parts for the Surveillance Camera • Three (3) years Technical Support / After Sales for the Whole System • One (1) year for Tablet with rugged Case, Video Streaming Server and Software, Workstation and Large Screen Monitor. <p>f) Certificate of After Sales Service and Availability of Spare Parts;</p> <p>g) Shall sign a Service Level Agreement (SLA) with end-user to cover warranty, subscription on 24 Month Data Plan per Surveillance Camera and 12 Month 50 Mbps Dedicated Fiber Line and resolution of issues including parts replacement and/or whole unit replacement with corresponding Bank Guarantee.</p> <p>h) Shall sign a Non-Disclosure Agreement of Information about the project.</p> <p>i) Certified True copies of pertinent tax receipts and duties on the imported parts/equipment pursuant to COA Memo No. 90-684 dated Dec.5, 1990/Administrative Order No. 200 dated November 20, 1990. For locally purchased materials, the BIR registered sales invoice of the seller is acceptable.</p> <p>A. For authorized Philippine Representative Company of Foreign Manufacturer or First Tier Distributor:</p> <p>1) The following documentary submissions or statements must be in English. If not in English, it must be accompanied by an accurate English translation certified/authenticated by the bidder's appropriate embassy or consulate in the Philippines.</p> <p style="padding-left: 20px;">a. Certified true copy of valid and current Written Appointment of the Philippine based company (as local representative of foreign manufacturer).</p> <p style="padding-left: 40px;">In case the foreign manufacturer allow payments to be received on their behalf by their local representative company, the Written Appointment shall include an express provision authorizing said local representative company to receive/accept such payment.</p> <p style="padding-left: 40px;">The written Appointment, duly translated in English, shall be signed by the duly authorized representative of the foreign manufacturer, accompanied by proof of such authority.</p> <p style="padding-left: 20px;">b. Certified true copy of authorization/designation of foreign manufacturer's representative who shall sign the appointment of their Philippine-based local representative and other documents required from the foreign manufacturer, including specimen signature (with English translation).</p> <p>B. For Foreign Manufacturer (Letter of Credit payments made directly to Foreign Manufacturer):</p> <p>The supplier's Proforma Invoice and payment for LC opening charges must be issued/made to PITC within seven (7) working days from receipt of Notice of Award. Otherwise, the period for delivery shall be reckoned from date of receipt of Notice to Proceed.</p> <p>US\$ L/C payments shall be based on the dollar exchange rate at the time of L/C opening. All bank charges within and outside the Philippines including opening charges shall be for the account of the beneficiary/supplier.</p> <p>L/C can be drawn upon submission of the following documents issued in the name of PNP:</p> <p>(i) 2/3 Original Clean on Board Bill of Lading or Copy of the Airway Bill (AWB) consigned to opening bank Notify: PCG marked "Freight Prepaid";</p> <p>(ii) Commercial/Supplier's Invoice issued in the name of PCG (original and duplicate);</p> <p>(iii) Certificate of Origin in triplicate;</p> <p>(iv) Packing List issued in the name of the PCG (original and duplicate);</p>
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	<p>(v) Original Warranty Certificate issued in favor PCG for the following:</p> <ul style="list-style-type: none"> • Three (3) years Spare Parts for the Surveillance Camera • Three (3) years Technical Support / After Sales for the Whole System • One (1) year for Tablet with rugged Case, Video Streaming Server and Software, Workstation and Large Screen Monitor. <p>(vi) “All risk” insurance coverage at 110% of Letter of Credit value from seller’s warehouse to PNP’s designated delivery site (original), issued by an internationally accredited and reputable insurance company of bidder’s choice, as may be approved by PITC. All costs of insurance shall be for the account of the supplier;</p> <p>(vii) Certificate issued by PITC stating that a certified true copy of each of the above documents (i up to vi) together with 1/3 Original Bill of Lading (B/L) or Copy of Airway Bill (AWB) were sent to PITC via express courier within ten (10) calendar days after B/L or AWB date;</p> <p>(viii) Original Certificate of Pre-Delivery Inspection accomplished (at Warehouse of the winning supplier within the Philippines) (as applicable) duly signed by PCG and PITC authorized representatives;</p> <p>(ix) Original Delivery Receipt duly signed by PCG authorized representative and countersigned by PITC representative or tally sheet issued by PCG authorized representative and PITC representative;</p> <p>(x) Original Certificate of Acceptance duly signed by the PCG and countersigned by PITC representative;</p> <p>(xi) A Special Bank Guarantee or Standby Letter of Credit issued by a commercial bank with correspondent bank in the Philippines equivalent to 1% retention money valid for the first twelve (12) months from final acceptance by PCG;</p> <p>(xii) The following documentary submissions or statements must be in English and must be certified/authenticated by the bidder’s embassy or consulate in the Philippines.</p> <p style="padding-left: 40px;">(xii.1) Valid and current Written Appointment of the Philippine based company (as local representative of foreign manufacturer).</p> <p style="padding-left: 40px;">(xii.2) Authorization/designation of foreign manufacturer’s representative who shall sign the appointment of their Philippine-based local representative and other documents required from the foreign manufacturer, including specimen signature and corresponding English translation.</p> <p>(xiii) Certificate of After Sales Service and Availability of Spare Parts;</p> <p>(xiv) Shall sign a Service Level Agreement (SLA) with end-user to cover warranty, subscription on 24 Month Data Plan per Surveillance Camera and 12 Month 50 Mbps Dedicated Fiber Line and resolution of issues including parts replacement and/or whole unit replacement with corresponding Bank Guarantee.</p> <p>(xv) Shall sign a Non-Disclosure Agreement of Information about the project.</p> <p style="padding-left: 40px;">In case the foreign manufacturer allow payments to be received on their behalf by their local representative company, the Written Appointment shall include an express provision authorizing said local representative company to receive/accept such payment.</p> <p>As applicable, pertinent tax receipts and duties on the imported parts/equipment pursuant to COA Memo No. 90-684 dated Dec. 5, 1990/Administrative Order No. 200 dated November 20, 1990. For locally purchased materials, the BIR registered sales invoice of the seller is acceptable.</p>
10.4	No further instructions.



<p>13.1</p>	<p>Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in the following forms:</p> <table border="1" data-bbox="312 293 1490 622"> <thead> <tr> <th data-bbox="312 293 1038 383">Form of Performance Security</th> <th data-bbox="1038 293 1490 383">Amount of Performance Security (Equal to Percentage of the Total Contract Price)</th> </tr> </thead> <tbody> <tr> <td data-bbox="312 383 1038 450">(a) Cashier's/manager's check issued by a Universal or Commercial Bank.</td> <td data-bbox="1038 383 1490 450" rowspan="2">Five percent (5%)</td> </tr> <tr> <td data-bbox="312 450 1038 568">(b) Bank draft/guarantee issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.</td> </tr> <tr> <td data-bbox="312 568 1038 622">(c) Surety bond callable upon demand</td> <td data-bbox="1038 568 1490 622">Thirty percent (30%)</td> </tr> </tbody> </table>	Form of Performance Security	Amount of Performance Security (Equal to Percentage of the Total Contract Price)	(a) Cashier's/manager's check issued by a Universal or Commercial Bank.	Five percent (5%)	(b) Bank draft/guarantee issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	(c) Surety bond callable upon demand	Thirty percent (30%)
Form of Performance Security	Amount of Performance Security (Equal to Percentage of the Total Contract Price)							
(a) Cashier's/manager's check issued by a Universal or Commercial Bank.	Five percent (5%)							
(b) Bank draft/guarantee issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.								
(c) Surety bond callable upon demand	Thirty percent (30%)							
<p>16.1</p>	<p>Pre Delivery Inspection: <u>PRE-SHIPMENT/PRE-DELIVERY INSPECTION:</u></p> <ol style="list-style-type: none"> Pre Delivery Inspection and testing of the Surveillance Camera shall be conducted by the PCG and attested by PITC representatives to confirm correctness of the items and compliance with the PCG Technical Specifications at the Warehouse of the winning supplier (within Philippines) prior to the delivery. Conduct Visual Inspection and Functional Testing by PCG and PITC representative as per PCG Testing Parameters / Procedure per attached Annex V-A3. All expenses relative to inspection shall be for the account of the manufacturer. During delivery, the supplier shall be responsible in unloading the items from the container/truck to the designated delivery center. All costs including delivery and assembly, handling and other related expenses shall be borne by the supplier. In the absence of materials handling equipment at the site, the supplier shall provide the necessary equipment such as but not limited to: forklifts, hand pallet truck, etc. at the expense of the supplier. All expenses relative to delivery, testing, inspection and acceptance shall be for the account of the supplier including round trip airfare (as applicable), inland transportation, board and lodging and per diem. <p><u>For Final Acceptance:</u></p> <ol style="list-style-type: none"> All delivered items shall be subjected to visual inspection, functional testing, and physical counting upon delivery to be conducted by the PCG and attested by PITC representatives. The supplier must inform PITC account officer at least seven (7) calendar days prior to the delivery of goods in delivery place/site. Failure to give due notice shall be a ground for non-acceptance of delivery. During delivery, the supplier shall be responsible in unloading the items from the container/truck to the designated delivery center. All costs including delivery and assembly, handling and other related expenses shall be borne by the supplier. In the absence of materials handling equipment at the site, the supplier shall provide the necessary equipment such as but not limited to: forklifts, hand pallet truck, etc. at the expense of the supplier. <p><i>All expenses relative to delivery, testing, inspection and acceptance shall be for the account of the supplier including round trip airfare (as applicable), inland transportation, board and lodging and per diem.</i></p>							



17.3	<p>In order to assure that the manufacturing defects shall be corrected by the supplier, the warranty period for this project is:</p> <ul style="list-style-type: none"> • Three (3) years Spare Parts for the Surveillance Camera • Three (3) years Technical Support / After Sales for the Whole System • One (1) year for the Tablet with rugged case, Video Streaming Server and Software, Workstation, Large Screen Monitor. <p>Warranty Period shall commence from the date of acceptance by the end user after functional inspection and testing.</p> <p>The warranty shall cover full replacement of defective items, free of charge, including labor, spare parts and materials.</p> <p>The obligation for the warranty for each item being bid shall be covered either of the following :</p> <p>(a) Retention Money equivalent to 1% of the total contract or (b) Special Bank Guarantee equivalent to 1% of the total contract</p> <p>Retention of one percent (1%) of the total contract price will be withheld for the first twelve (12) months of the warranty period. However, retention money can be released provided a Special Guarantee or Standby LC issued by a local commercial bank equivalent to the 1% retention money is submitted and that the supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.</p>
17.4	<p>The period for correction of defects in the warranty period is within fifteen (15) calendar days after receipt of Notice of Defects.</p>
19	<p>The applicable rate is one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay.</p> <p>The maximum deduction shall be ten percent (10%) of the amount of contract. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the procuring entity shall rescind the contract, without prejudice to other courses of action and remedies open to it.</p>
20.4	<p>In the case of a dispute between the Procuring Entity and the Supplier, the dispute shall be resolved in accordance with Republic Act 9285 ("R.A. 9285"), otherwise known as the "Alternative Dispute Resolution Act of 2004."</p>
21.1	<p>No additional provision, <i>however</i>, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity."</p>



Section VI. Bidding Forms

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Annex I

(Bidder's Company Letterhead)

**SUPPLY AND DELIVERY OF ONE (1) LOT RAPIDLY DEPLOYABLE
COASTAL SURVEILLANCE CAMERA SYSTEM
FOR THE PHILIPPINE COAST GUARD (PCG)**

Bid Reference No.: GPG-B1-2018-391

Approved Budget for the Contract: Php 290,247,640.00

**Statement of All Ongoing Government and Private Contracts, including contracts
awarded but not yet started, if any**

NAME OF CLIENT	NAME OF THE CONTRACT	DATE AND STATUS OF THE CONTRACT	KINDS OF GOODS	AMOUNT OF CONTRACT	VALUE OF OUTSTANDING CONTRACTS	DATE OF DELIVERY	PURCHASE ORDER NUMBER/S OR DATE OF CONTRACT/S

CERTIFIED CORRECT:

Name & Signature of Authorized Representative

Position

Date



Annex I-A

(Bidder’s Company Letterhead)

SUPPLY AND DELIVERY OF ONE (1) LOT RAPIDLY DEPLOYABLE COASTAL SURVEILLANCE CAMERA SYSTEM FOR THE PHILIPPINE COAST GUARD (PCG)

Bid Reference No.: GPG-B1-2018-391

Approved Budget for the Contract: Php 290,247,640.00

Statement of Single Largest Completed Contract of Similar Nature within the Last Five (5) Years from date of submission and receipt of bids

A prospective Bidder must have completed a single completed contract of similar nature within the last five (5) years from the date of submission and receipt of bids as follows:

- a. Single completed contract of similar nature within the last five (5) years equivalent to at least fifty percent (50%) of the ABC;

OR

- b. At least two (2) completed contracts of similar nature within the last five (5) years from date of submission and receipt of bids and the aggregate contract amounts should be equivalent to at least fifty percent (50%) of the ABC. The largest of these similar contracts must be equivalent to at least twenty-five percent (25%) of the ABC.

“Similar contract” shall mean **Video Security and/or Surveillance Equipment.**

NAME OF CLIENT	NAME OF THE CONTRACT	DATE OF THE CONTRACT	KINDS OF GOODS	AMOUNT OF CONTRACT	DATE OF DELIVERY	OFFICIAL RECEIPT NO. & DATE, END USER’S ACCEPTANCE & DATE <u>OR</u> SALES INVOICE WITH COLLECTION RECEIPT (Please attach)

CERTIFIED CORRECT:

Name & Signature of Authorized Representative

Position

Date



Annex II

(Bidder's Company Letterhead)

SUPPLY AND DELIVERY OF ONE (1) LOT RAPIDLY DEPLOYABLE COASTAL SURVEILLANCE CAMERA SYSTEM FOR THE PHILIPPINE COAST GUARD (PCG)

Bid Reference No.: GPG-B1-2018-391

Approved Budget for the Contract: Php 290,247,640.00

**CERTIFICATE OF NET FINANCIAL CONTRACTING CAPACITY
(Please show figures at how you arrived at the NFCC)**

This is to certify that our **Net Financial Contracting Capacity (NFCC)** is **Philippine Pesos** (₱) which is at least equal to the total ceiling price we are bidding. The amount is computed as follows:

CA	=	Current Assets	₱
Less:			-
CL	=	Current Liabilities	
Sub-Total 1			₱
X 15			
Sub-Total 2			₱
Less:			-
C	=	value of all outstanding or uncompleted portions of the projects under on-going contracts, including awarded contracts yet to be started coinciding with the contract for this Project	₱
NFCC			₱

Issued this _____ day of _____, 2018.

Name & Signature of Authorized Representative

Position

Date

Notes:

1. The values of the bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR.
2. The value of all outstanding or uncompleted contracts refers to those listed in Annex I.
3. The detailed computation must be shown using the required formula provided above.
4. The NFCC computation must at least be equal to the ABC of the project.



**Annex II-A
Sample Form**

(Name of Bank)

COMMITTED LINE OF CREDIT CERTIFICATE

Date: _____

PHILIPPINE INTERNATIONAL TRADING CORPORATION

NDC Building, 116 Tordesillas St.
Salcedo Village, Makati City

CONTRACT/PROJECT	:	_____
COMPANY/FIRM	:	_____
ADDRESS	:	_____
BANK/FINANCING INSTITUTION	:	_____
ADDRESS	:	_____
AMOUNT	:	_____

This is to certify that the above Bank/Financing Institution with business address indicated above, commits to provide the (Supplier/Distributor/Manufacturer/Contractor), if awarded the above-mentioned Contract, a credit line in the amount specified above which shall be exclusively used to finance the performance of the above-mentioned contract subject to our terms, conditions and requirements.

The credit line shall be available within fifteen (15) calendar days after receipt by the (Supplier/Distributor/Manufacturer/Contractor) of the Notice of Award and such line of credit shall be maintained until issuance of Certificate of Acceptance of **PCG** and **PITC**.

This Certification is being issued in favor of said (Supplier/Distributor Manufacturer/ Contractor) in connection with the bidding requirement of (Name of Procuring Entity) for the above-mentioned Contract. We are aware that any false statements issued by us make us liable for perjury.

This committed line of credit cannot be terminated or cancelled without the prior written approval of Philippine International Trading Corporation.

Name and Signature of Authorized Financing Institution Office

Official Designation

Concurred By:

Name & Signature of (Supplier/Distributor/Manufacturer/Contractor's) Authorized Representative

Official Designation

SUBSCRIBED AND SWORN TO BEFORE ME this _____ day of _____ at _____, Philippines. Affiant exhibited to me his/her competent Evidence of Identity (as defined by the 2004 Rules on Notarial Practice _____ issued _____ at _____, Philippines.

NOTARY PUBLIC

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

(Note: The Amount committed should be machine validated in the Certificate itself)



**Annex III
(Page 1 of 2)**

**SUPPLY AND DELIVERY OF ONE (1) LOT RAPIDLY DEPLOYABLE
COASTAL SURVEILLANCE CAMERA SYSTEM
FOR THE PHILIPPINE COAST GUARD (PCG)**

Bid Reference No.: GPG-B1-2018-391

Approved Budget for the Contract: Php 290,247,640.00

**PROTOCOL/UNDERTAKING OF AGREEMENT TO ENTER INTO JOINT
VENTURE**

This **PROTOCOL/UNDERTAKING OF AGREEMENT TO ENTER INTO JOINT VENTURE**, executed by:

..... a sole proprietorship/partnership/corporation duly organized and existing under and by virtue of the laws of the Philippines, with offices located at, represented herein by its, hereinafter referred to as “.....”;
-and-

..... a sole proprietorship/partnership/corporation duly organized and existing under and by virtue of the laws of the Philippines, with offices located at, represented herein by its, hereinafter referred to as “.....”;

For submission to the **Bids and Awards Committee** of the **Philippine International Trading Corporation**, pursuant to **Section 23.1 (b)** of the Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

WITNESSETH That:

WHEREAS, the Parties desire to participate as a joint venture in the public bidding that will be conducted by the **Philippine International Trading Corporation** pursuant to Republic Act No. 9184 and its implementing rules and regulations, with the following particulars:

Bid Reference No.	
Name/Title of Procurement Project	
Approved Budget for the Contract	

NOW THEREFORE, in consideration of the foregoing, the Parties undertake to enter into a **JOINT VENTURE** and sign a **Joint Venture Agreement** relative to their joint cooperation for this bid project, in the event that their bid is successful, furnishing the **PITC BAC** a duly signed and notarized copy thereof within **ten (10) calendar days** from receipt of Notice from the BAC that our bid has the lowest calculated responsive bid or highest rated responsive bid (as the case may be).



**Annex III
(Page 2 of 2)**

For purposes of this bid project, and unless modified by the terms of the Joint Venture Agreement, the following party shall be the authorized representative of the JV:

JV Partner (Name of Company):

Authorized Representative of the JV Partner: (Per attached Secretary's Certificate)

Name

Designation

That furthermore, the parties agree to be bound jointly and severally under the said Joint Venture Agreement;

THAT Finally, failure on our part of enter into the Joint Venture and/or sign the Joint Venture Agreement for any reason after the Notice of Award has been issued by shall be a ground for non-issuance by PITC of the Notice to Proceed, forfeiture of our bid security and such other administrative and/or civil liabilities as may be imposed by PITC under the provisions of R.A. 9184 and its Revised IRR, without any liability on the part of PITC.

This Undertaking shall form an integral part of our Eligibility documents for the above-cited project.

IN WITNESS WHEREOF, the parties have signed this Protocol/Undertaking on the date first above-written.

JV Partner 1's Representative/Authorized Signatory

JV Partner 2's Representative/Authorized Signatory

[JURAT]

SUBSCRIBED AND SWORN TO BEFORE ME this _____ day of _____ at _____, Philippines. Affiant exhibited to me his/her competent Evidence of Identity (as defined by 2004 Rules on Notarial Practice issued _____ at _____, Philippines.

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



**ANNEX IV
(Page 1 of 2)**

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

BID-SECURING DECLARATION

**SUPPLY AND DELIVERY OF ONE (1) LOT RAPIDLY DEPLOYABLE
COASTAL SURVEILLANCE CAMERA SYSTEM
FOR THE PHILIPPINE COAST GUARD (PCG)**

Bid Reference No.: GPG-B1-2018-391

Approved Budget for the Contract: Php 290,247,640.00

To: PHILIPPINE INTERNATIONAL TRADING CORPORATION (PITC)

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 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 Declaration¹, 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 9184; without prejudice to the 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;
 - (c) I am/we are declared as the bidder with the Single/Lowest Calculated and Responsive Bid, and I/we have furnished the performance security and signed the Contract.

1 Issued by the GPPB through GPPB Resolution 03-2012 on 27 January 2012.



**ANNEX IV
(Page 2 of 2)**

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this ____ day of _____, 2018 at _____.

*Signature over Printed Name
of Bidder's Authorized
Representative*
AFFIANT

SUBSCRIBED AND SWORN to before me this ____ day of _____, ____ at _____, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her _____ [*insert type of government identification card used*], with his/her photograph and signature appearing thereon, with no. _____ issued on _____ at _____.

Witness my hand and seal this ____ day of _____, 2018.

NOTARY PUBLIC

Doc. No. ____
Page No. ____
Book No. ____
Series of ____.



PLEASE USE THIS BID FORM. DO NOT RETYPE OR ALTER

Annex V (page 1 of 8)

PHILIPPINE INTERNATIONAL TRADING CORPORATION

SUPPLY AND DELIVERY OF ONE (1) LOT RAPIDLY DEPLOYABLE COASTAL SURVEILLANCE CAMERA SYSTEM FOR THE PHILIPPINE COAST GUARD (PCG)

Bid Reference No.: GPG-B1-2018-391

Approved Budget for the Contract: Php 290,247,640.00

TECHNICAL BID FORM

PHILIPPINEINTERNATIONALTRADINGCORPORATIONPHILIPPINEINTERNATIONALTRADINGCORPORATIONPHILIPPINEINTERNATIONALTRADINGCORPORATIONPHILIPPI

INSTRUCTION TO THE SUPPLIER: Indicate **"COMPLY"** (per line number) under **Supplier's Statement of Compliance** if bidder can meet the technical specifications and project requirements. DO NOT LEAVE ANY BLANK. A "YES OR NO" ENTRY WILL NOT BE ACCEPTED. FAILURE TO CONFORM WILL RESULT IN A RATING OF "FAILED".

Line No:	PROJECT REQUIREMENTS	BIDDER'S STATEMENT OF COMPLIANCE
1)	Supply and Delivery of One (1) Lot Rapidly Deployable Coastal Surveillance Camera System with the following components per PCG Terms of Reference dated 25 October 2018 attached as Annex V-A .	

EQUIPMENT	BRAND AND MODEL NUMBER BEING OFFERED/TITLE OF THE SYSTEM BEING OFFERED
1.1. Coastal Surveillance Camera	
1.2. Licensed Video Streaming Software	
1.3. Video Streaming Server	
1.4. Workstation	
1.5. Large External HD Monitor	
1.6. Field Tablet and Rugged Case	

BIDDER'S UNDERTAKING

I/We, the undersigned bidder, having examined the Bidding Documents including Bid Bulletins, as applicable, hereby BID to (supply/deliver/perform) the above described items.

I/We undertake, if our bid is accepted, to deliver the items in accordance with the terms and conditions contained in the bid documents, including the posting of the required performance security within ten (10) calendar days from receipt of the Notice of Award.

Until a formal contract/order confirmation is prepared and signed, this Bid is binding on us.

Name of Company (in print)

Signature of Company Authorized Representative

Name & Designation (in print)

Date



PLEASE USE THIS BID FORM. DO NOT RETYPE OR ALTER

Annex V (page 2 of 8)

PHILIPPINE INTERNATIONAL TRADING CORPORATION

SUPPLY AND DELIVERY OF ONE (1) LOT RAPIDLY DEPLOYABLE COASTAL SURVEILLANCE CAMERA SYSTEM FOR THE PHILIPPINE COAST GUARD (PCG)

Bid Reference No.: GPG-B1-2018-391

Approved Budget for the Contract: Php 290,247,640.00

TECHNICAL BID FORM

PHILIPPINEINTERNATIONALTRADINGCORPORATIONPHILIPPINEINTERNATIONALTRADINGCORPORATIONPHILIPPINEINTERNATIONALTRADINGCORPORATIONPHILIPPIN

INSTRUCTION TO THE SUPPLIER: Indicate **"COMPLY"** (per line number) under Supplier's Statement of Compliance if bidder can meet the technical specifications and project requirements. DO NOT LEAVE ANY BLANK. A "YES OR NO" ENTRY WILL NOT BE ACCEPTED. FAILURE TO CONFORM WILL RESULT IN A RATING OF "FAILED".

Line No:	OTHER REQUIREMENTS	BIDDER'S STATEMENT OF COMPLIANCE
2)	Bidder has no overdue deliveries or unperformed services intended for PITC and PCG	
3)	Bidder did not participate as a consultant in the preparation of the design or technical specification of the GOODS subject of the bid.	

BIDDER'S UNDERTAKING

I/We, the undersigned bidder, having examined the Bidding Documents including Bid Bulletins, as applicable, hereby BID to (supply/deliver/perform) the above described items.

I/We undertake, if our bid is accepted, to deliver the items in accordance with the terms and conditions contained in the bid documents, including the posting of the required performance security within ten (10) calendar days from receipt of the Notice of Award.

Until a formal contract/order confirmation is prepared and signed, this Bid is binding on us.

Name of Company (in print)

Signature of Company Authorized Representative

Name & Designation (in print)

Date



PLEASE USE THIS BID FORM. DO NOT RETYPE OR ALTER

Annex V (page 4 of 8)

PHILIPPINE INTERNATIONAL TRADING CORPORATION

SUPPLY AND DELIVERY OF ONE (1) LOT RAPIDLY DEPLOYABLE COASTAL SURVEILLANCE CAMERA SYSTEM FOR THE PHILIPPINE COAST GUARD

Bid Reference No.: GPG-B1-2018-391

Approved Budget for the Contract: Php 290,247,640.00

TECHNICAL BID FORM

PHILIPPINEINTERNATIONALTRADINGCORPORATIONPHILIPPINEINTERNATIONALTRADINGCORPORATIONPHILIPPINEINTERNATIONALTRADINGCORPORATIONPHILIPPINEINTERNATIONALTRADINGCO

INSTRUCTION TO THE BIDDER: Indicate "COMPLY" (per line no.) under Bidder's Statement of Compliance if bidder can meet the technical specifications and project requirements. DO NOT LEAVE ANY BLANK. A "YES OR NO" ENTRY WILL NOT BE ACCEPTED. FAILURE TO CONFORM WILL RESULT IN A RATING OF "FAILED".

Line No.	REQUIREMENTS IF AWARDED THE CONTRACT		Bidder's Statement of Compliance
6)	Delivery Period	Within One Hundred (120) calendar days upon receipt of Notice to Proceed or Opening of Letter of Credit whichever comes first. However, if payment is through a Letter of Credit, the supplier's Proforma Invoice for LC opening must be issued/made to PITC within seven (7) calendar days from receipt of Notice of Award. Also, Single Administrative Document (SAD) must be submitted within seven (7) calendar days upon receipt of the Notice to Submit SAD. Otherwise, the period for delivery shall be reckoned from date of receipt of the Notice to Proceed.	
7)	Delivery Place / Sites	See PCG Distribution List attached as Annex V-A2	
8)	User Manual	Supplier shall provide Hard copy in English for each unit upon delivery (Surveillance Camera, Video Streaming Software, Video Streaming Server, Field Tablet with Rugged Case, Workstations and Large Screen Monitor).	
9)	Licenses/ Permits per Equipment	Supplier shall be responsible for securing the required permits/licenses, if any, for the importation and delivery of the items to the site.	

BIDDER'S UNDERTAKING

I/We, the undersigned bidder, having examined the Bidding Documents including Bid Bulletins, as applicable, hereby BID to (supply/deliver/perform) the above described items.

I/We undertake, if our bid is accepted, to deliver the items in accordance with the terms and conditions contained in the bid documents, including the posting of the required performance security within ten (10) calendar days from receipt of the Notice of Award.

Until a formal contract/order confirmation is prepared and signed, this Bid is binding on us.

Name of Company (in print)

Signature of Company Authorized Representative

Name & Designation (in print)

Date