Securities and Exchange Commission
PHILIPPINES

BIDDING DOCUMENTS FOR THE

Supply, Delivery, Installation, Testing, and Commissioning of Lobby Turnstiles and Access Doors Control System

Public Bidding No. 2025-02

(Early Procurement Activity)

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 Unit. 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 shall 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.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.

b. Specific details, such as the "*name of the Procuring Entity*" and "*address for bid submission,*" should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.

c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.

e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.

f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

Table of Contents

Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – "Free Carrier" shipping point.

FOB – "Free on Board" shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid

Notes on the Invitation to Bid

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;

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

c. The deadline for the submission and receipt of bids; and

d. Any important bid evaluation criteria (*e.g.*, the application of a margin of preference in bid evaluation).

The IB should be incorporated in the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.

INVITATION TO BID FOR THE SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF LOBBY TURNSTILES AND ACCESS DOORS CONTROL SYSTEM

1. The Securities and Exchange Commission (SEC), through the **FY 2025 Annual Operating Budget of SEC** intends to apply the below sum being the Approved Budgets for the Contract (ABCs) to payments under the contracts for the **Supply, Delivery, Installation, Testing and Commissioning of Lobby Turnstiles and Access Doors Control System** under **Public Bidding No. 2025-02** with an **Approved Budget of Contract (ABC)** in the amount of **Twenty-Five Million Pesos (₱25,000,000.00)**. Bids received in excess of the ABC shall be automatically rejected at bid opening.

2. SEC now invites bids for the above Procurement Project. Delivery of the Goods is required in FY 2025 as specified in Section VI (Schedule of Requirements) of this Bidding Document. Bidders should have completed, within five (5) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).

3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

4. Prospective Bidders may obtain further information from SEC-BAC Secretariat and inspect the Bidding Documents at the address given below during office hours from 8:00 a.m. to 5:00 p.m.

5. A **complete set of Bidding Documents** may be acquired by interested Bidders on **25 November 2024** from the given address and websites below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Php22,500.00**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees which will be presented in person, by facsimile, or through electronic means.

6. It may be downloaded free of charge from the Philippines Government Electronic Procurement System (PhilGEPS) and SEC websites, provided that the bidders shall pay the applicable fee for the Bidding Document not later than the submission of their bids.

The prospective bidders are advised to send an email at mvabuyog@sec.gov.ph to request for the Payment Assessment Form (PAF), which shall be used for the payment of the abovementioned applicable fee.

Payments should be done over the counter at any Landbank branch nationwide or online through eSPAYSEC.

For over the counter payment at LandBank:

- Print 2 copies of PAF:
  - 1 Client Copy
  - 1 LandBank Copy
- Accomplish the onColl Payment slip per fund account as indicated on the breakdown summary.
- Use the correct Fund Account and Account No. and provide the below information:
  - Reference Number 1 - PAF No.
  - Reference Number 2 - Name of Payor appearing on the PAF
- Present OnColl Payment Slip, together with the PAF, to the LandBank Teller

For online payment:

- Access eSPAYSEC through the link below, enter PAF Reference Number, select your payment: https://www.sec.gov.ph/sec-payment-portal
- Enter PAF Reference Number
- Select preferred payment option: o Debit/Credit Card
  - Paymaya Wallet/GCash
- Enter email address and verification code
- Click proceed to payment

7. SEC will hold a **Pre-Bid Conference** on **02 December 2024, (Monday), 11:00 A.M.** at 7F, MSD Room, The SEC Headquarters, 7907 Makati Ave., Salcedo Village, Bel-Air, Makati City 1209 and through video conferencing or webcasting via Zoom application, which shall be open to prospective bidders.

8. Bids must be duly received by the BAC Secretariat through **manual submission** at the office address indicated below, **on or before 16 December 2024 (Monday), 11:00 A.M.** Late bids shall not be accepted.

9. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.

10. **Bid opening** shall be on **16 December (Friday), 11:15 A.M.** at the The SEC Headquarters, 7907 Makati Ave., Salcedo Village, Bel-Air, Makati City 1209 and via Zoom application. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

Securities and Exchange Commission PHILIPPINES

11. The SEC reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidder.

12. For further information, please refer to:

BAC Secretariat
7th Floor, The SEC Headquarters 7907
Makati Ave., Salcedo Village Bel-Air,
Makati City 1209 Telephone No.: 8818-
5330
Electronic mail: mvabuyog@sec.gov.ph

13. You may visit the following websites:

https://www.sec.gov.ph
https://www.philgeps.gov.ph

24 November 2024

Armando A. Pan Jr.
BAC Chairman

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

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

1. Scope of Bid

The Securities and Exchange Commission wishes to receive Bids for the **Supply, Delivery, Installation, Testing, and Commissioning of Lobby Turnstiles and Access Doors Control System** under **Public Bidding No. 2025-02.**

The Procurement Project (referred to herein as "Project") is composed of one (1) lot, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for FY 2025 Budget of SEC in the amount of **Twenty-Five Million Pesos (Php25,000,000.00).**

2.2. The source of funding is **FY 2025 Annual Operating Budget of SEC**.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:

i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;

ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;

iii. When the Goods sought to be procured are not available from local suppliers; or

iv. When there is a need to prevent situations that defeat competition or restrain trade.

5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least 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 **ITB** Clause 18.

7. Subcontracts

7.2. 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 Conference Room, 7th Floor The SEC

Headquarters, 7907 Makati Ave., Salcedo Village, Bel-Air, Makati City 1209 and/or through videoconferencing/webcasting} as indicated in paragraph 7 of the **IB.**

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents).**

10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within five (5) years *prior* to the deadline for the submission and receipt of bids.

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

11. Documents comprising the Bid: Financial Component

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

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

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

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

12. Bid Prices

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

a. For Goods offered from within the Procuring Entity's country:

i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);

ii. The cost of all customs duties and sales and other taxes already paid or payable;

iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and

iv. The price of other (incidental) services, if any, listed in the **BDS.**

b. For Goods offered from abroad:

i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.

ii. The price of other (incidental) services, if any, as listed in the **BDS.**

13. Bid and Payment Currencies

13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or 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 Pesos.

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

14.2. The Bid and bid security shall be valid for 120 calendar days from the date of 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 its physical address or through online submission as indicated in paragraph 7 of the **IB.**

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.

19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

19.4. The Project shall be awarded as one Project having several items that shall be awarded as one contract.

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

20. Post-Qualification

20.1. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

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

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

a. Information that specifies and complements provisions of the ITB must be incorporated.

b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be any contract for Supply, Delivery, Installation, Testing and Commissioning of Turnstile and Access Doors Control System, as described in the technical specifications, completed within **five (5) years** prior to the deadline for the submission and receipt of bids.
7.1	Subcontracting is not allowed
12	The price of the Goods shall be quoted DDP Makati, NCR or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: a) The amount of not less than Php 500,000.00 [two percent (2%) of ABC], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b) The amount of not less than Php 1,250,000.00 [five percent (5%) of ABC], if bid security is in Surety Bond.
15	Each Bidder shall submit one (1) originally signed certified true copy of the original documents and electronic copy of first and second components of bids shall be submitted upon instructions of the BAC thru the SEC Secretariat at any time after the opening of bids. Bidder must arrange each bid documents into sections with tabs properly labeled separating each document according to the provided checklist.
19.3	*No further instructions.*
20.1	*No further instructions.*
21.2	*No further instructions.*

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract.

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.

5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

a. Information that complements provisions of the GCC must be incorporated.

b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

Special Conditions of Contract

GCC Clause	
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: 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 Engr. Oliver Jhon Lazarte. **Incidental Services –** The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: a) performance or supervision of on-site assembly and/or start-up of the supplied Goods; b) furnishing of tools required for assembly and/or maintenance of the supplied Goods; c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and e) training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods. The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services. **Spare Parts –** The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

1. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
2. in the event of termination of production of the spare parts:
   i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
   ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

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

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of three (3) years.

Spare parts or components shall be supplied as promptly as possible, but in any case, within one (1) month of placing the order.

Packaging –

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

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

The outer packaging must be clearly marked on at least four (4) sides as follows:
Name of the Procuring Entity

Name of the Supplier

Contract Description

Final Destination

	Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging. **Transportation –** Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall bex specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price. Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure. The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.
2.2	Payment shall be made upon complete delivery and acceptance of the Goods, as indicated in the Terms of Reference.
4	The inspections and tests that will be conducted in accordance with the deliverables stipulated in Clause 2.2 of this Section.

Section VI. Schedule of Requirements

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

Lot No.	Description	Delivered, Weeks/Months
1	**Supply, Delivery, Installation, Testing and Commissioning of Lobby Turnstiles and Access Doors Control System**	Sixty (60) calendar days upon receipt of the Purchase Order/Contract/NTP

Delivery Address: The SEC Headquarters, 7907 Makati Avenue, Salcedo Village, Bel-Air Makati City.

I hereby certify to comply and deliver the above requirements immediately upon receipt of the Notice to Proceed/Purchase Order.

Company Name : ______________________________
Authorized Representative

Signature : ______________________________

Printed Name : ______________________________

Date : ______________________________

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying their Bids. In the context of Competitive Bidding, the specifications (*e.g.* production/delivery schedule, manpower requirements, and after-sales service/parts, descriptions of the lots or items) must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of transparency, equity, efficiency, fairness, and economy in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words "*or at least equivalent.*" References to brand names cannot be used when the funding source is the GOP.

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.

In case of Renewal of Regular and Recurring Services, the Procuring Entity must indicate here the technical requirements for the service provider, which must include the set criteria in the conduct of its performance evaluation.

TECHNICAL SPECIFICATIONS AND OTHER REQUIREMENTS

Project Title	(1 Lot) Supply, Delivery, Installation, Testing and Commissioning of Lobby Turnstiles and Access Control System for Doors for the use of SEC Headquarters	Statement of Compliance
Minimum Technical Requirements	**Item 1: Lobby Turnstiles and Service Gate** A. (3 units) Speed turnstile (For Standard Lane) - Stainless steel 304# - Size (mm): 1400 x 120 x 1000 (LxWxH) - Gross weight: 70 kg to 90kg - Unlock time: 0.2sec. - Pass Rate: 30 to 60 person/min. - Pass width: ≤ 550mm - Input: 100~240V - Driving Voltage: 24v. - Environment: -25~+70 - Power consumption:30w - Input: 12v dry contact; 8pair Infrared sensor - Automatic open when turned off or power went off - Uninterrupted Power Supply (necessary to support the turnstile system) B. (2 units) Speed turnstile (For PWD Lane) - Stainless steel 304# - Size (mm): 1400 x 120 x 1000 (LxWxH) - Gross weight: 70kg to 90kg - Unlock time: 0.2sec. - Pass rate: 30 to 60 person /min - Pass width: ≤550mm - Input: 100V~240V - Driving voltage: 24v - Environment: -25~+70 - Power consumption: 30w - Input: 12v dry contact; 8pair Infrared sensor - Automatic open when turned off or power went off - Uninterrupted Power Supply (necessary to support the turnstile system) C. (3 sets) Side Pedestal - Fence Type - Material: SUS304 - Acrylic Glass - Dimensions (mm): 1200 x 115 x 980 (LxWxH) D. (8 units) Face Recognition + RFID (turnstile-surfaced mounted) - RAM: 2G - Storage Space: 32G - Display Size, Resolution: 8-inch 800*1280 - Panel: High Strength Tempered Glass - RGB camera: 2 Megapixel Wide-dynamic - Infrared Camera: 2 Megapixel - Speaker: 30,000 Stereo-Speaker - Microphone: Support - Housing: Aviation Grade Aluminum Alloy - Operating System: Android - Recognition Distance: 0.5~3 meters - Recognition Speed: 200~300ms - Recognition Accuracy: 99.98% - User Capacity: 50,000 Faces	______ ______ ______ ______

	- Ethernet: Support - WiFi: Support (2.4G) - USB Interface: One USB 2.0 Interface - Relay Switch: Support - Network Interface: RJ45 - Serial Communication: RS-485 - Power Supply: Support DC12V-3A Input (Not Supporting PoE Power Supply) - Using Environment: Indoor, Outdoor - Operation Temperature: -25C +75C - Operation Humidity: 5%~93% RH Non-condensable - Dust and Waterproof: IP65 - Installation Method: Surfaced Mounted - AC Adapter: DC12V 3A E. Other items necessary for the completion of the project and commissioning of the supplied equipment **Item 2: Access Control System for Doors** A. (60 units) Face Recognition + RFID (Wall-mounted) - RAM: 2G - Storage Space: 32G - Display Size, Resolution: 8-inch 800*1280 - Panel: High Strength Tempered Glass - RGB camera: 2 Megapixel Wide-dynamic - Infrared Camera: 2 Megapixel - Speaker: 30,000 Stereo-Speaker - Microphone: Support - Housing: Aviation Grade Aluminum Alloy - Operating System: Android - Recognition Distance: 0.5~3 meters - Recognition Speed: 200~300ms - Recognition Accuracy: 99.98% - User Capacity: 50,000 Faces - Ethernet: Support - WiFi: Support (2.4G) - USB Interface: One USB 2.0 Interface - Relay Switch: Support - Network Interface: RJ45 - Serial Communication: RS-485 - Wiegand Interface: Support Wiegand 26, 34 Format - Power Supply: Support DC12V-3A Input (Not Supporting PoE Power Supply) - Using Environment: Indoor, Outdoor - Operation Temperature: -25C +75C - Operation Humidity: 5%~93% RH Non-condensable - Dust and Waterproof: IP65 - Installation Method: Wall Mounted - AC Adapter: DC12V 3A - Voice alert, denies access and attendance if users who are not wearing masks are detected. - Automatic unlock when turned off or power went off B. Door Hardwares B.1. (4pcs) Single Glass Door Magnetic Locks (one leaf door) - Lock body size Length: 250 x Width 47 x Thickness 26 (mm) - Short board size Length: 180 x Width 38 x Thickness 11 (mm) - Working Current: 12V/360mA or 24V/180mm	____________________ ____________________ ____________________

	- Signal output: Door status signal output - Delayed door opening: 0/3/6/9 seconds(changable) - Safety type: Door open when power's off - Applicable door type: Glass door - Working environment Working temperature: -30°C-+60°C - Working humidity: ≤95%; - Automatic unlock when turned off or power went off B.2. (23 pcs) Single Glass Door Magnetic Locks (two leaf door) - Lock body size Length: 500 x Width 47 x Thickness 26 (mm) - Short board size Length: 180 x Width 38 x Thickness 11 (mm) x 2 - Working Current: 12V/360mA or 24V/180mm - Signal output: Door status signal output - Delayed door opening: 0/3/6/9 seconds(changable) - Safety type: Door open when power's off - Applicable door type: Glass door - Working environment Working temperature: -30°C-+60°C - Working humidity: ≤95% - Automatic unlock when turned off or power went off C. Other items necessary for the completion of the project and commissioning of the supplied equipment	

Other Requirements	A. (1 unit) ID Enrollment Station for both Turnstiles and Access Control System - - With LCD touch screen for configuration of parameters, live view, face enrollment, and other similar features that can support the equipment - Dual lens with at least 2 MP wide-angle - Face enrollment distance should be at least 0.3m - at least 2,000 user capacity - at least 2,000 face capacity - at least 20,000 card capacity - at least 20,000 fingerprint capacity B. (1 unit) RFID Printer for Turnstiles and Access Control System - Dye-sublimation retransfer & thermal transfer technology printing method - Double Sided over-the-edge full color retransfer printing, Automatic Flipper Technology - Print Speed: Up to 102 cards per hour (singlesided) - Print Resolution: 300 dpi - Card Type: PVC, Composite PVC, ABS, PET and Polycarbonate Cards of ISO ID -1/CR-80 size, 85.60 x 53.98 mm - Includes 1 Roll of Color Ribbon (Ultra-High Definition Full Color Panel Ribbon; High Capacity: 1,000 prints/roll) - Include 1 Roll of Retransfer Film (Ultra-High Definition Retransfer Film; High Capacity: 1,000 counts/roll C. (2000 pcs) RFID Card - PVC High Frequency (13.56MHz) - Compatible with both turnstile and access control system D. (1 set) Main Server and Lobby Desktop - Intel Core i7-11700 8C/16T 2.5 Ghz -5.1 Ghz Processor - SSD 500GB Capacity - 2TB 256mb 7200rpm Hard Drive - Cooling Fan to support the server and desktop - Keyboard & Mouse Combo USB - Windows 10 Professional License DVD 1PK 64bit - 3000 mbps USB Dongle - 21.5" VA 100Hz FHD VGA/HDMI Monitor - DVR-2U Rackmount Server Case Chassis Casing Network - Data Server Cabinet Rack 2U Mountable - Including the latest and compatible turnstile and access control system software E. (2 set) 48-port Network Switch, including LAN cable and roughing ins F. Other items necessary for the completion of the project and commissioning of the supplied equipment. Note: Please see attached floor plan and photos for reference.	______ ______ ______ ______ ______ ______
	Delivery, mobilization, and installation, including roughing ins, electrical and civil works (if any) and any other works necessary for the project completion. Both turnstiles and access control system for doors shall and can be integrated with the FDAS of the Building.	

	Turnstiles and access control systems may be controlled in one software and said system can generate reports as required. The Contractor must have effective waste management policies and procedures and/or a waste management program. Outer box/Carton box must be 100% recycled fiber, or must be recyclable in the Philippines. The Contractor shall secure all pertinent documents in compliance with the Rules and Regulations for the use of RFIDs, if applicable. The Contractor shall be responsible for all permit applications and compliance necessary for project completion.	
Schedule of Payment	**1st Milestone**: Delivery of all equipment and parts necessary for the completion of the project (40%) **2nd Milestone**: Installation, testing, and commissioning (30%) **3rd Milestone:** 100% completion of the project including transfer of knowledge/training and submission of all required documents (30%)	
Place of Delivery	The SEC Headquarters, 7907 Makati Avenue, Salcedo Village, Bel-Air, Makati City, 1209	
Delivery Period	Delivery period shall be **within sixty (60) calendar days** from receipt of Purchase Order/Contract and shall be made from **Tuesday to Thursday only**, from **9:00am to 2:00pm**. Deliveries shall be coordinated with the Procurement Planning and Contracts Unit: Email: contracts@sec.gov.ph Mobile: 0919-9103372	
Approved Budget for the Contract (ABC)	The approved budget for the contract is **Twenty-five Million Pesos (P25,000,000.00)** only.	

TERMS OF REFERENCE

Supply, Delivery, Installation, Testing and Commissioning of Lobby Turnstiles and Access Control System for Doors for the use of SEC Headquarters

PART I – GENERAL REQUIREMENTS

A. GENERAL DESCRIPTIONS

The Contractor shall supply, deliver, install, test and commission of Lobby Turnstiles and Access Control System for Doors for the use of the Securities and Exchange Commission (SEC) Headquarters with reference to all provisions included in these terms of reference.

All materials and equipment to be supplied shall be new. All the systems and components shall have been thoroughly tested and proven in actual use and must be Underwriter's Laboratories (UL) / European Conformity (CE) listed or other international standards, as indicated in the technical specifications of this TOR.

The Contractor shall be responsible for providing final wiring of all equipment to make the system functional in accordance with the specifications and this shall be included in the scope of work.

The general description of the project does not in any way limit the responsibilities of the Contractor in accomplishing the objective of the project.

B. PROPOSED BUDGET FOR THE CONTRACT

The proposed budget for the contract is **Twenty-five Million Pesos (P25,000,000.00)** inclusive of all government and applicable taxes.

C. SCOPE OF WORKS

Conduct technical inspection of the sites, stipulated in the Terms of Reference (TOR). Supply, delivery, installation, and commissioning of Lobby Turnstiles and Access Control System for Doors for the use of the Securities and Exchange Commission Headquarters .

The Contractor may use the existing conduits in some critical areas where access is limited during the implementation, provided that all the accessories needed for its operation shall be on their account. However, quality check and test should be done for existing conduits to ensure that it is in good working condition with no apparent technical issues (i.e. breaks, physical distortion, etc.) prior to reuse. Once used, the conduits shall be included in the list of items under the warranty.

Restoration to original state of all damages in the structures during the implementation of the project, if necessary.

Other additional works necessary to make the installation complete and ready for use.

D. SUBMITTALS

1. Project Schedule / Timeline

The Contractor shall submit to the SEC a Project Schedule that will show the timetable of the project from start to finish. The schedule will be submitted in the form of a Gantt chart. The Contractor shall also include schedule tracking, to check the progress of the project. The schedule shall be submitted to the SEC for review and approval.

2. Manufacturer's Data

The Contractor shall submit the manufacturer's data for all materials and equipment to be incorporated in the work including the manufacturer's certification attesting or authorizing the supplier to install/supply/service and provide warranty. These documents are to be submitted to the SEC for review and approval.

3. Installation Methodology

The Contractor shall submit a written description of the installation methodology included in the scope of work. It must also describe the procedure on how to incorporate the new Turnstile and Access Control System to the existing utilities and facilities of the SEC E-Center layout and setup.

4. Manpower Schedule

The Contractor shall submit a complete list of manpower that will be involved in the project. All the personnel will be processed and must complete the requirements for securing a Non-SEC ID to work inside the SEC Headquarters. The schedule shall be submitted to the SEC for review and approval.

5. Drawings / Plans / Diagrams

The Contractor shall submit drawings, plans and diagrams regarding all the technical aspects of the project, such as but not limited to the following: single-line diagram, block diagram, schematic diagram, shop drawings, electrical plans, floor plans, location plans and as-built plans. These drawings shall show the types, sizes, accessories elevations, sectional views, interconnection, and installation details of all equipment within the system.

The drawings shall also indicate adequate clearance for operation, maintenance and replacement of operating equipment and devices. If any equipment is disapproved, the drawings shall be revised to show acceptable equipment and shall be resubmitted.

6. Operation and Maintenance Manual

Five (5) hard copies and three (3) soft copies in USB, each of the operation and maintenance manuals shall be delivered within fifteen (15) days after completing the installation test. In addition, one (1) copy shall be submitted prior to implementation. Each manual's contents shall be identified on the cover. The manuals shall have table of contents and labeled sections. The final copies delivered after completion of the installation test shall include all modifications made during installation, checkout, and acceptance. The manuals shall also contain the following:

A. Functional Design Manual

The functional design manual shall identify the operational requirements for the system and explain the theory of operation, design philosophy and specific functions. A description of hardware and software functions, interfaces and requirements shall be included for all the operating modes of the system.

B. Hardware Manual

The manual shall describe all equipment furnished, including but not limited to:

- General description and specifications
- Initialization, start-up, and shut down procedures
- Equipment layout and electrical schematics (up to the component level)
- System layout drawings and schematics
- Calibration procedures

C. Software Manual

The software manual shall describe the functions of all software and shall include all other information necessary to enable proper loading, testing, and operation. The manual shall include but not limited to:

- Definition of terms and functions
- Use of system and applications software
- Initialization, start-up, and shut down procedures
- Alarm reports
- Reports generation
- Directory of all disk files

D. Operator's Manual

The Operator's Manual shall fully explain all procedures and instructions to operate of the system including, but not limited to archiving of events, calibrations, and programming:

- Computers and peripherals
- System starts up and shut down procedures
- Use of system, command, and applications software
- Recovery and restart procedures
- Graphic alarm presentation
- Use of report generator
- Data entry
- Operator commands
- Alarm messages and reprinting formats
- System access requirements
- Archiving

E. Maintenance Manual

The maintenance manual shall include descriptions of maintenance for all equipment including inspection, periodic preventive maintenance, fault diagnosis and repair or replacement of defective components. Parts and components data/numbers must be reflected in the manual.
The manual must have a troubleshooting guide for different kinds of troubles/problems. It must be concise and shall be in an industry-standard format.

7. As-Built Plans

The Contractor shall submit three (3) copies of the as-built plans (hard and soft copies) after completion of all its work. All the modifications done by the Contractor shall be reflected on the plans.

E. INSPECTION

SEC representatives will inspect all components due for implementation to validate the products offered as against to the delivered materials. Any products found to be not in order will be returned and installation thereof will be halted. Returned products shall be replaced immediately by the contractor which will again be subject to inspection, testing and acceptance by the SEC.
No installation of materials, equipment, wirings and conduits shall commence without prior approval from the SEC.

F. COMPLETION PERIOD

Supply, delivery, installation, and commissioning of the project shall be within **sixty (60) calendar days** reckoned from the date stipulated in the Notice to Proceed (NTP) which will be issued by the Bids and Awards Committee (BAC).

G. OTHER PROVISIONS

The Contractor shall coordinate with the SEC regarding the storage of materials, entry permits, security requirements and other things that are needed in the project implementation. The SEC shall provide storage room needed for the project. The Contractor shall be liable for damages caused to any SEC property due to the fault or negligence of their personnel. Damages shall be repaired by the contractor at their own expense and to the satisfaction of SEC. In case of failure by the Contractor to affect repair on damaged property, SEC may cause the repair and deduct the entire cost from any amount due to the Contractor.

H. TESTING AND COMMISSIONING

The Contractor shall submit detailed test procedures and schedules to the SEC representative for validation. The test procedures shall be comprehensive and shall demonstrate equipment compliance with all the requirements stated in the SEC specifications.
Commissioning of the system shall be carried out after the system has been fully installed and tested. No commissioning shall commence without prior approval from the SEC. The SEC representative shall be present during testing and commissioning of the system for validation and acceptance purposes.

I. WARRANTY PERIOD

The Contractor shall repair, correct, or replace any defect of any nature that may occur for a period of three (3) years from the date of issuance of the Certificate of Acceptance once the product is tested and commissioned for use. The warranty covers all parts and services. To this end, the Contractor shall attend to the fault reported, within the time prescribed in the Section on SLAs.
The Contractor shall maintain the specified number of service units with similar specifications during the warranty period.
Should there be any irreparable defect/s in the supplied equipment within the warranty period, the Contractor shall replace the equipment with no additional cost to the SEC.

J. TRAINING

The Contractor shall provide on-site training for at least ten (10) personnel in two (2) sessions by manufacturer-trained personnel qualified to instruct on the following subject matter:

1. Detailed operation of the Turnstile and Access Control System. Comprehensive on-site training on maintenance. troubleshooting and repair of Turnstile and Access Control System with actual training on calibration, programming, assembly, and disassembly of parts and components.
2. Supplier shall provide printed training materials for each trainee including product manuals, course outline, and workbooks or student guides.
3. A certificate for each attendee must be furnished by the Contractor at the conclusion of the training.

PART II – TECHNICAL SPECIFICATIONS

Please see attached Technical Specifications

PART III – GREEN SPECIFICATIONS

The Contractor must have effective waste management policies and procedures and/or a waste management program.
Outer box/Carton box, including paper ream wrappers, must be 100% recycled fiber, or must be recyclable in the Philippines.

PART IV – EXECUTION

The installation of the system shall be governed by the provisions of the latest edition of the Philippine Electrical Code Part 1 and the existing rules and regulations of the locality and other government agencies.

PART V – SERVICE LEVEL AGREEMENT (SLA)

The Contractor shall conform to the service level requirements stated in this Service Level Agreement, which shall include the following:

1. SERVICE SUPPORT ESCALATION LIST

1.1 The contractor shall provide SEC with a Service Support Escalation List. Provide the contact details of the helpdesk and update the Client (i.e. SEC- MSD) regularly for any changes. This includes, names, position, email address and telephone number.

2. RESPONSE AND RESOLUTION TIME

2.1 Service requests shall be acted upon immediately by the Service Provider according to the following response and expected resolution time of the Client:

	Email Support Request	**Phone Support Request**	**On-site Support Request**

Coverage	Everyday	Everyday	Everyday
Response Time	Within 8 hours, reply is expected.	Within 15 minutes, call back response is expected	Within three (3) hours, onsite Engineer is expected to arrive at the SEC Headquarters.
Resolution time	Within 24 hours.	Resolution of problems within the given period of time depending on the nature thereof: a. Hardware components of the project (Parts replacement) - Replacement of part(s) within eight (8) hours after callback response. b. Application / Operating / Programming System-Related Problems Resolution (from Non-operational to Operational) within 8 hours after callback response. c. Unidentified Problems - Resolution time to be agreed upon after the problem is fully identified.	

In case parts are not available locally and will be sourced abroad, the service provider should notify the Client in advance of the possible delay at least one week earlier (subject to acknowledgement of Client). Otherwise, the expected recovery time shall always apply. The resolution time applies to all components of the Project.
Support personnel shall be present at the Client premises within three (3) hours after an onsite-support request is reported for SEC Headquarters and within forty-eight (48) hours on other sites.

3. TECHNICAL SUPPORT

3.1 The Service Provider shall establish a single/centralized point of contact shall center operations or help desk service with hotline numbers to provide timely and responsive trouble reporting, incident handling. problem escalation and field support for all connectivity and problem related issues. The call service shall be available 24 hours a day by 7 days a week including holidays.

3.2 The service provider shall provide technical personnel as required.

3.3 Upon request, the Service Provider shall be available on-site to provide technical assistance to SEC personnel during and after the implementation.

3.4 Customer Support/Helpdesk of Service Provider shall provide feedback or updates every 1 hour until full restoration of operations.

3.5 Service Provider shall provide technical support such as but not limited to configuration. administration, maintenance. capacity planning, and consultation services related to the project without additional cost to the Client.

3.6 Service Provider shall provide hardware repair and/or replacement and software repair, reinstallation/installation when necessary, within the specified days indicated on the response and resolution timetable.

3.7 Provide onsite support Engineers/Specialist that are certified in handling and repairing the request/calls. The service provider should be certified and trained to offer front line technical support directly to end-users. and maintains a back line direct support relationship with Product Manufacturers for high level support escalation.

3.8 Respond to queries or support requests that are related to the Turnstile and Access Control System's hardware and software covered under this agreement raised thru phone or email.

3.9 Must ensure that the system is running smoothly and fully compatible.

3.10 Perform system diagnosis as the need arises and provide status/incident report every time a problem is reported. Collect relevant information such as system logs. dumps. and traces for problem diagnosis. Identify the root cause and provide corrective measures.

3.11 Replace defective parts/components without any additional cost to the Client.

3.12 Provide information thru letter/email about the product support and developments (e.g. withdrawal/end-of-support. end-of-marketing. new integration solutions).

3.13 Any changes or downtime in the system must be coordinated and approved first by the Client's designated Administrator.

3.14 Provide service unit(s) as the need arises and/or as agreed upon any breakdown which could not be resolved within the required resolution time. The service unit may not be of the same brand or detailed specification, but it should provide the same functionality and equivalent performance, so as not to disrupt operation.

4. MAINTENANCE SERVICES

4.1 Conduct quarterly maintenance check based on the equipment manufacturer schedule or set by the client or as the need arises (schedule will be submitted to SEC for approval).

4.2 Perform a quarterly system check to ensure that the hardware is in good working condition and the software are updated and running properly without errors.

4.3 Submit a report within 3 days after conducting the maintenance activity. The report must contain the status of the system before and after the maintenance, the actions that were taken during the maintenance; and the corrective actions conducted, if any.

4.4 The Service Provider shall always ensure a minimal downtime during system check.

4.5 System check requiring outages or shutdown must be planned by the Service Provider by requesting a schedule of site visit at least (5) working days before intended date and must be acknowledged in writing/email by SEC prior to implementation.

4.6 The Service Provider must contain operational spare parts or service units of equal or better specification in quality and quantity.

5. SERVICE REPORTS

5.1 Service Provider shall provide Service Reports (i.e. problem resolution and progress reports) within 5 days for each onsite support service performed and shall be acknowledged and verified by SEC MSD-GSD personnel.

6. PENALTY

6.1 Failure to comply with SLA will be considered an infraction during the warranty period.

6.2 For the first two (2) infractions during the year that the Contractor fails to comply with the prescribed recovery time, a letter shall be sent notifying the Contractor.

6.3 After three (3) incurred infractions, the Contractor will not be issued a Certificate of Satisfactory Performance for this contract.

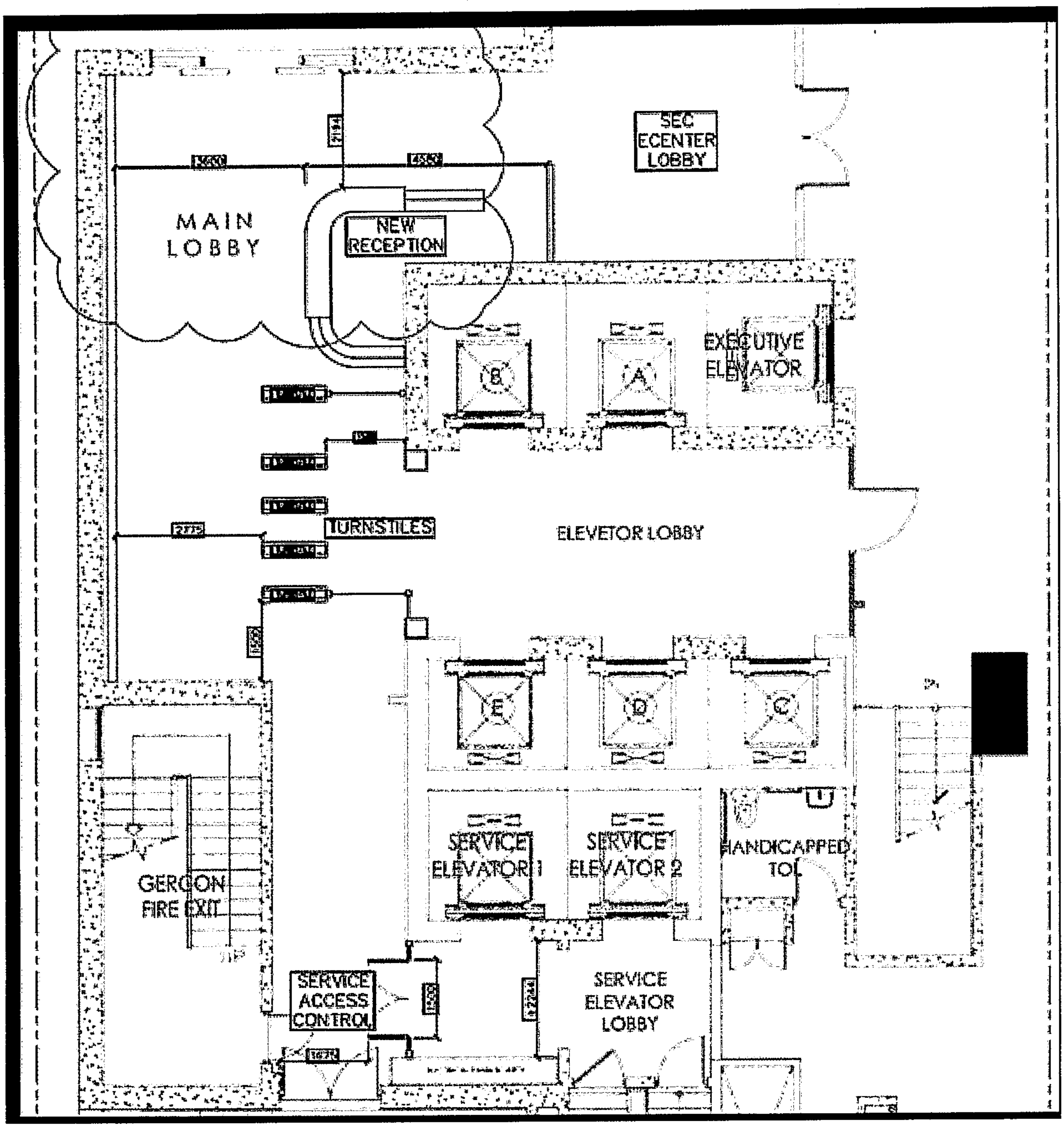
6.4 After the third infraction during the year, the Contractor shall be subjected to the appropriate sanctions, including forfeiture of warranty retention and blacklisting, as deemed appropriate by the SEC.

7. LIABILITY

7.1 The Contractor shall be liable for damages caused to any SEC property due to the fault or negligence of their personnel. Damages shall be repaired by the contractor at their own expense and to the satisfaction of SEC. In case of failure by the Contractor bidder to affect repair on damaged property, SEC may cause the repair and deduct the entire cost from any amount due to the Contractor. This shall also apply to damages brought by delay in services to SEC.

8. SLA PERIOD

Start Date: One (1) day after the date of final acceptance
End Date: Three (3) years after start date


SEC ECENTER LOBBY
MAIN LOBBY
NEW RECEPTION
EXECUTIVE ELEVATOR
TURNSTILES
ELEVETOR LOBBY
SERVICE ELEVATOR 1
SERVICE ELEVATOR 2
HANDICAPPED TOL
GERGON FIRE EXIT
SERVICE ACCESS CONTROL
SERVICE ELEVATOR LOBBY

FLOOR PLAN

SAMPLE PHOTOS

PHOTO 1

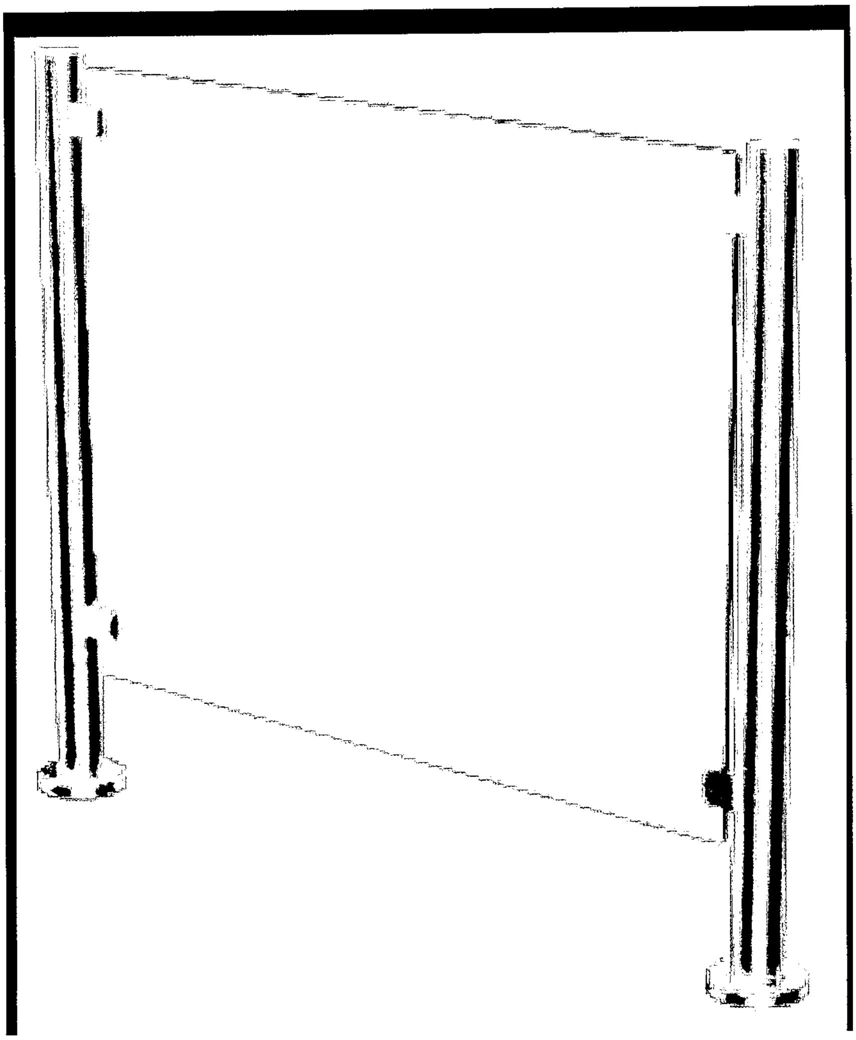
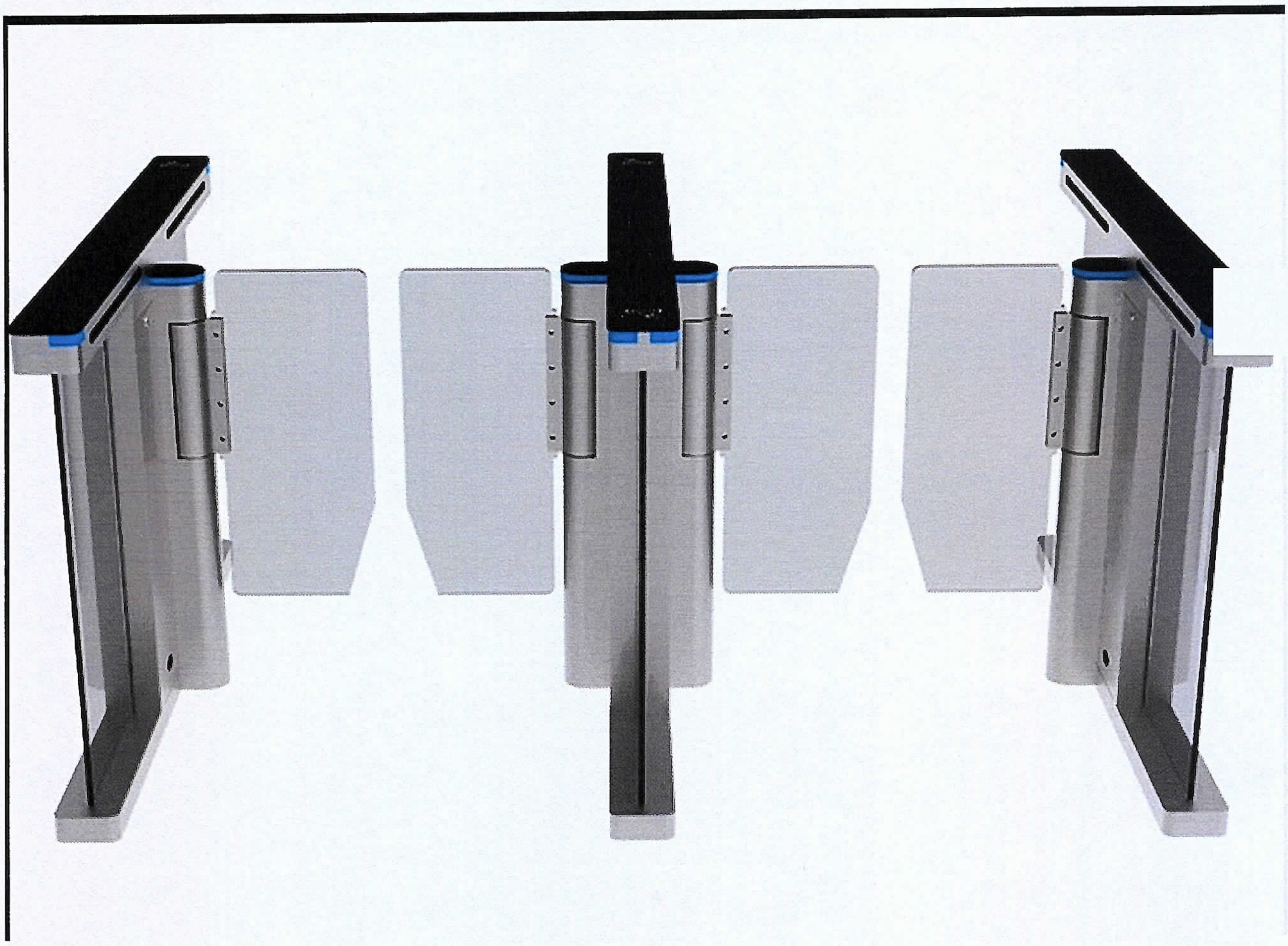


PHOTO 2

PHOTO 3



Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or

b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary "pass/fail" criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

Note: For editable copies of the documents below, you may download the files from the following link: https://www.sec.gov.ph/procurement/prescribed-templates/#gsc.tab=0

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

(a) Valid PhilGEPS Registration Certificate (**Platinum Membership**) (all pages) **in accordance with Section 8.5.2 of the IRR;**

Technical Documents

(b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**

(c) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**

(d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission **or** Original copy of Notarized Bid Securing Declaration; **and**

(e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**

(f) Original duly signed Omnibus Sworn Statement (OSS) **and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

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

Class "B" Documents

(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 that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

II. FINANCIAL COMPONENT ENVELOPE

(i) Original of duly signed and accomplished Financial Bid Form; **and**

(j) Original of duly signed and accomplished Price Schedule(s)

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

(k) *[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.

(l) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.