



## **BIDS AND AWARDS COMMITTEE**

### **Bid Bulletin No. 1 for 22<sup>nd</sup> PB CY2024**

#### **1. (RE-BIDDING) SUPPLY, DELIVERY AND INSTALLATION OF ERDBs ICT SOFTWARE (SEISMIC INTERPRETATION SOFTWARE) FOR CY2024**

- See Annex A for details on the response on Clarification of DUG Technology

#### **2. PROCUREMENT OF DEMONSTRATION PROJECT ON PROMOTIONAL SOLAR PHOTOVOLTAIC (PV)-DIESEL HYBRID SYSTEM UNDER GEMP FOR CY2024**

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

For this purpose, contracts similar to the Project shall be:

- a. Similar contract related to supply, delivery, installation, testing and commissioning of solar **PV Power System** or solar diesel hybrid power system
- b. Completed within two (2) years prior to the deadline for the submission and receipt of bids

##### **Section VII. Technical Specifications/ Terms of Reference**

###### **WARRANTY**

7.1 Solar PV System At least 5 years for the solar PV modules and inverters and two (2) years with free labor parts and supplies for other components.

7.2 Generator The generator set shall carry a one (1) year warranty on parts and services or 1,500 hours of operation, whichever comes first, commencing on the date of commissioning, against factory defects under normal operating conditions.

7.3 Retention Money – Five percent (5%) of the contract cost shall be deducted as retention money for warranty, will be refunded after the warranty period.

In relation to the return of warranty retention money, the bidder must specify separately the cost related to the generator component and the PV solar component:

<b>Cost Details for Warranty</b>			
<b>Total Bid: PhP</b>			
<b>Item</b>	<b>Cost (PhP)</b>	<b>Retention Money = Cost x 5%</b>	<b>Warranty Period</b>
<b>Solar PV System Component</b>			<b>5 years</b>
<b>Diesel Genset System</b>			<b>1 Year</b>

**3. SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF ONE (1) LOT AUDIO VIDEO EQUIPMENT FOR EXECUTIVE OFFICE FOR CY2024**

**Section VII. Technical Specifications/ Terms of Reference**

**TERMS OF REFERENCE**

<p><b>PTZ CAMERA</b></p> <p>Video format/Resolution: 1080p 60/59.94/50/30/29.97/25; 1080i 60/59.94/50; 720p 60/59.94/50  Image Sensor: 1/2.8 inch high quality HD CMOS sensor  Effective Pixels (approx.): 2.07 Mega pixels  Min. Illumination: Approx. 0.5Lux (F1.8, AGC ON)  Electronic Shutter: Auto / Manual  Zoom Ratio: 20x Optical Zoom, 10x Digital Zoom  Gamma Control: Off / Normal  Iris Control: Auto / Manual  Digital Noise Reductions: Yes  On-Screen Display (OSD)  White Balance: Auto, Manual, One Push, 3000K, 4000K, 5000K, 6500K  AGC / Gain Control: Auto / Manual  Mirror / Flip Image: Yes  Focus Mode: Auto / Manual  Panning / Tilting Range  Pan: 340° , Tilt: +90° to -30°  Panning / Tilting Speed: Pan: 0.1~60°/sec; Tilt: 0.1~30°/sec  Preset: 255 Position  Focal Length: f=5.2 (wide) to 98 (tele) mm, F1.6 to F3.5  Field of View (Horizontal, Wide)  Approx. 54.7° (WIDE END) / 3.3° (TELE END)  Image Compensation  Backlight Compensation  Video Output: HDMI x 1, SDI x 1</p>	<p><b>2</b></p>	<p><b>Units</b></p>
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<p>           Audio Input: 3.5mm Line in            Tally LED: Dual color (Red, Green)            Lens Filter: M52.0 x 0.75 Thread with UV Protection            Control Protocol: Pelco-D, Pelco-P, VISCA, VISCA over IP, DVIP, ONVIF            Remote Control Interface: LAN: for IP control (DVIP / NDI) RS-232, RS-422, RS-485            Video Compression Format : H.264/H.265            Audio Compression Format ; AAC, G711            Audio Bitrate: 96Kbps, 128Kbps, 256Kbps            HD IP Interface: 100M IP port(100BASE-TX); Support DVIP and NDI            Streaming Protocols: RTSP, RTMP(S), ONVIF, Multicast, SRT, NDI Hx            POE: IEEE802.3af            F/W Update: Via Web GUI            IR Control: Yes            Camera Control Unit: RMC-180 series/RMC-300 series/PTZ View Assist APP            Tripod Mount: 1/4-20 UNC            Optional Accessories: WM-1/ WM-10/ WM-11            Power: DC: 12V 12W  <b>Panel Type: VA</b>  <del><b>Resolution: 3,840 x 2,160 Pixel Pitch (HxV, mm) 0.4875(H) mm x 0.4875(W) mm Brightness (Typ) 350 (w/o glass), 220 (w/glass) Contrast Ratio 4000:1(without glass) Viewing Angle (H/V): 178/178 Response Time: 8ms Color Gamut: 72% Glass Haze: 2%(without glass) H-Scanning Frequency: 30~81khz Maximum Pixel Frequency: 594Mhz V-Scanning Frequency: 48~75hz Operation Time Support: 16/7</b></del> </p>		
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**Bidders who did not conduct an ocular inspection to determine the actual site conditions and layout are encouraged to conduct ocular inspection until 22 October 2024 with due notice to:**

**Mr. Nixon B. Aguilar**  
**ITMS – ISD**  
**(02)8479-2900 at local 251**  
**naguilar@doe.gov.ph**

This Bid Bulletin forms part of the Terms of Reference. All other terms and conditions in the Bid Documents and other Bid Bulletin issued by the DOE-BAC not inconsistent with this Supplemental/Bid Bulletin shall remain valid and effective.

Approved for Issuance:

(sgd)

**GIOVANNI CARLO J. BACORDO**

*Undersecretary and  
Chairperson, BAC*

DEBM/JJAD/jcl

**Annex A**

<p><b>Section VIII. Checklist of Technical and Financial Documents</b></p> <p><i>TECHNICAL COMPONENT ENVELOPE – Class A documents, Legal Documents</i></p> <p><i>(d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).</i></p> <p>Bidder has submitted an application to BIR to obtain the Tax Clearance Certificate including registration for Tax Identification Number (TIN) via Orus portal.</p> <p>The application is pending BIR to approve and issue the Tax Clearance Certificate. However the certificate may not be ready before the Bid Submission Date on 17 October 2024.</p> <p>Can Bidder submit a proof of application in the form of email or acknowledgement slip from BIR and provide the Tax Clearance Certificate after issuance by BIR?</p>	<p>No, the tax clearance should be included in the bid submission absence of the tax clearance in the submission will result to the declaration of ineligibility to join the bidding.</p>
<p><b>Section VIII. Checklist of Technical and Financial Documents</b></p> <p><i>TECHNICAL COMPONENT ENVELOPE – Class B documents, Financial Documents</i></p> <p><i>If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence; or duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.</i></p> <p>Bidder would like to request for exemption as bidder will submit the proposal on its own and without a JV partner.</p>	<p>As per guidelines under R.A. 9184 submission of JVA is required in cases bidder under joint venture.</p>
<p><b>Section IV. General Conditions of Contract - Clause 3 Performance Security</b></p> <p><i>Within ten (10) calendar days from receipt of the Notice of Award by the Bidder</i></p>	

<p><i>from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184</i></p> <p>DUG would like to request for waiver on the requirement for Performance Security as there is already a requirement for 10% retention sum as security under Clause 2.2 of the Section V Special Conditions of Contract?</p>	<p>This requirement is mandatory under the rules of R.A. 9184 and cannot be waived.</p> <p>The 10% deduction under Special Condition of the contract Section V Clause 2.2 is a requirement specifically for progress billing and not for performance security.</p>
<p><b>Section IV. General Conditions of Contract - Clause 5 Warranty, Item 5.1 &amp; 5.2</b></p> <p><i>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</i></p> <p><i>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.</i></p> <p><b>Proposed Amendment for the existing Clause 5 Warranty to be replaced entirely with the following:</b></p> <p><b>Clause 5 Warranty</b></p> <p>5.1 The Supplier warrants that the software has been developed in good faith and with reasonable professional skill. To the maximum extent permitted by law:</p> <p>a) The Supplier does not warrant that the software will be error free, operate in combination with other software, is fit for purpose, meets the Procuring Entity's requirements, or that its use will be uninterrupted; and</p> <p>b) The Supplier specifically disclaims any other warranty or representation, express, implied, statutory or otherwise, relating in any way to the software, its quality, performance, merchantability or fitness for a particular purpose.</p> <p>c) The Supplier does not warrant that data will be properly and accurately processed by the software, or that any data, information or calculations made by the software will be</p>	<p>This section cannot be revised or amended since it is a generic template and requirement under the rules of R.A. 9184</p> <p>This can be addressed in the software license agreement.</p>

<p>accurate, complete or error free. The Procuring Entity may make no claim against the Supplier for any loss relating to these matters or any data being corrupted or lost whether this occurs as a result of the Procuring Entity's use of the software or not. It is the Procuring Entity's exclusive responsibility to make backups and protect the integrity of all data.</p>	
<p><b>Section IV. General Conditions of Contract - Clause 6 Liability of the Supplier</b></p> <p><i>The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.</i></p> <p><i>If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.</i></p> <p><b>Proposed Amendment to add the following subclauses to existing Clause 6 Liability of the Supplier:</b></p> <p>To the fullest extent permitted at law, the Supplier's liability for any claim will be none, and the Procuring Entity use of the software is solely at Procuring Entity's own risk.</p> <p>To the fullest extent permitted by law, and notwithstanding any other terms or provisions to the contrary, the Supplier's total liability to the Procuring Entity for all claims, including interest on any claim, is limited to the software fee paid in the 12 months preceding the circumstances that gave rise to the claim.</p> <p>For the avoidance of doubt, the Supplier will not be liable in any circumstances or under any claim, if Procuring Entity's loss or damage is caused in any way by the Procuring Entity's configuration of the software and any resulting effects.</p> <p>Neither party shall be liable to the other party under any circumstances for any indirect losses, loss of use, loss of profits, income or data, consequential loss or special or extraordinary damages of any kind, arising out of the performance under this Contract.</p>	<p>This section cannot be revised or amended since it is a generic template and requirement under the rules of R.A. 9184</p>
<p><b>Section V. Special Conditions of Contract – Clause 1 Intellectual Property Rights</b></p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p> <p><b>Proposed Amendment to add the following subclauses to existing Clause 1 Intellectual Property Rights:</b></p>	

<p>The software and all Intellectual Property Rights in, and relating to it are and shall remain the sole and exclusive property of the Supplier, and the Procuring Entity shall not acquire any rights, proprietary or otherwise, to the software. The Procuring Entity retains all Intellectual Property Rights to the data provided by the Procuring Entity including but not limited to the data used by the software and data generated by the Procuring Entity's use of the software. This data excludes any part of the software, including but not limited to its executables, libraries, modules or other components used to process or generate said data.</p> <p>The Procuring Entity indemnifies the Supplier from any claim relating to this Contract or the operation of the Software by the Procuring Entity, its servants, agents, contractors, or clients.</p>	<p>This section cannot be revised or amended since it is a generic template and requirement under the rules of R.A. 9184</p> <p>This can be addressed in the software license agreement.</p>
<p><b>Section V. General Conditions of Contract</b></p> <p><b>Proposed Addition to Special Conditions:</b></p> <p><b>Support</b></p> <p>The Supplier will provide limited support to resolve issues relating to the Software.</p> <p>Not all issues can be resolved. The Procuring Entity bears the risk that the program may not operate correctly at the designated site.</p> <p>The Supplier makes every reasonable effort to resolve integration or other software issues upon the Procuring Entity requesting for support or providing feedback.</p> <p>The Procuring Entity assigns or otherwise waives all Intellectual Property Rights relating to support requests and feedback. If the Supplier, in its exclusive discretion, acts on that feedback, the Procuring Entity will not become the owner of or acquire any rights to the software. Upon request, the Procuring Entity must execute any documents required by the Supplier to confirm its ownership of any such Intellectual Property Rights.</p> <p>From time to time and at its sole discretion, the Supplier may issue updates to the software. The Supplier will give notice to the Procuring Entity when an update becomes available.</p>	<p>This section cannot be revised or amended since it is a generic template and requirement under the rules of R.A. 9184</p> <p>This can be addressed in the software license agreement.</p>
<p><b>Section IV. General Conditions of Contract</b></p> <p>DUG would like to insert Software Evaluation and License Agreement (SELA) terms (as attached) as part of the Special Conditions of Contract which is more appropriate for a software contract.</p> <p>Please see attached SELA terms.</p>	<p>This could be addressed by inclusion of the SELA as part of the document in the contract template Item no. 2.(i).(v) in the contract agreement form</p>