PHILIPPINE BIDDING DOCUMENTS

Supply and Installation of Various Engineering Software

Government of the Republic of the Philippines

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.

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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

Philippine Economic Zone Authority – Baguio City Economic Zone

INVITATION TO BID FOR *Supply and Installation of Various Engineering Software*

1. The *Philippine Economic Zone Authority - Baguio City Economic Zone*, through the *PEZA Corporate Operating Budget 2025* intends to apply the following sums to each lot/item being the ABC to payments under the contract for each lot/*item.* Bids received in excess of the ABC for each lot shall be automatically rejected at bid opening.

Lot No.	Particulars	Approved Budget for the Contract
BCEZProc2 025-68-1	Supply and Installation of Digital Estimating Software (Perpetual License)	Php130,000.00
BCEZProc2 025-68-2	Supply and Installation of Vertical and General Structures Design and Analysis Software with Advanced Functionalities (Perpetual License)	Php750,000.00
BCEZProc2 025-68-3	Supply and Installation of 3D Modeling and Rendering Software (3 years Subscription)	Php195,000.00
BCEZProc2 025-68-4	Supply and Installation of Architecture, Engineering and Construction (AEC) Collection Software (3 years Subscription)	Php750,000.00
BCEZProc2 025-68-5	Supply and Installation of Software for 2D and 3D Computer Aided Design (CAD) (Perpetual License)	Php160,000.00
BCEZProc2 025-68-6	Supply and Installation of PDF editing and markup software with support for construction drawing takeoffs, comparison and real-time collaboration features (Complete Version) (3 years subscription)	Php100,000.00
BCEZProc2 025-68-7	Supply and Installation of Fire Sprinkler System Design Software (3 years subscription)	87,000.00
	TOTAL	Php2,172,500.00

The *Philippine Economic Zone Authority - Baguio City Economic Zone* now invites bids for the above Procurement Project. Delivery of the Goods is required *within thirty (30) calendar days after receipt of the Notice to Proceed*. 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).

2. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
   a. Bidding is open to all interested bidders, whether local or foreign, subject to the conditions for eligibility provided in the 2016 revised IRR of RA No. 9184.

3. Prospective Bidders may obtain further information from *Philippine Economic Zone Authority – Baguio City Economic Zone* and inspect the Bidding Documents at the address given below during *8 am to 5 pm*.

4. A complete set of Bidding Documents may be acquired by interested Bidders on *June 17, 2025* from the given address and website(s) below *and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the following amounts indicated below*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees *in person, by facsimile, or through electronic means.*

Lot No.	Particulars	Bidding Document Fee
BCEZProc2025-68-1	Supply and Installation of Digital Estimating Software (Perpetual License)	Php500.00
BCEZProc2025-68-2	Supply and Installation of Vertical and General Structures Design and Analysis Software with Advanced Functionalities (Perpetual License)	Php1,000.00
BCEZProc2025-68-3	Supply and Installation of 3D Modeling and Rendering Software (3 years Subscription)	Php500.00
BCEZProc2025-68-4	Supply and Installation of Architecture, Engineering and Construction (AEC) Collection Software (3 years Subscription)	Php1,000.00
BCEZProc2025-68-5	Supply and Installation of Software for 2D and 3D Computer Aided Design (CAD) (Perpetual License)	Php500.00
BCEZProc2025-68-6	Supply and Installation of PDF editing and markup software with support for construction drawing takeoffs, comparison and real-time collaboration features (Complete Version) (3 years subscription)	Php500.00
BCEZProc2025-68-7	Supply and Installation of Fire Sprinkler System Design Software (3 years subscription)	Php500.00
	TOTAL	Php4,500.00

5. The *Philippine Economic Zone Authority – Baguio City Economic Zone* will hold a Pre-Bid Conference on *June 25, 2025, 10AM* at *the Philippine Economic Zone Authority – Baguio City Economic Zone, 3F Conference Room, PEZA Administration*

Building and/or through video conferencing or webcasting *via Microsoft Teams,* which shall be open to prospective bidders thru these meeting credentials:

Meeting ID: 445 114 659 263 8
Passcode: Ae9pY6HE

6. Bids must be duly received by the BAC Secretariat through (i) manual submission at the office address indicated below on or before *July 07, 2025, 1:00 PM.* Late bids shall not be accepted.

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

8. Bid opening shall be on *July 07, 2025, 1:30 PM* at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

9. Payment of bidding documents shall be paid via the online payment portal at https://epay.peza.gov.ph. Order of payment shall be requested from the BAC Secretariat.

10. Bidders are requested to submit one (1) original and one (1) additional copy of their bid. Additional copy should be marked as "Copy 1".

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

12. For further information, please refer to:

Kenneth C. Luma-ang
BCEZ-BAC Secretariat
Philippine Economic Zone Authority
Baguio City Economic Zone
2/F PEZA Administration Building, Loakan Road, Baguio City
(074) 447-3683/3331
bcezbacsec@peza.gov.ph

13. You may visit the following websites:
For downloading of Bidding Documents: *https://www.peza.gov.ph/bid-opportunities*

June 17, 2025

ATTY. BERNADETTE M. QUITORIANO
BCEZ-BAC Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *Philippine Economic Zone Authority – Baguio City Economic Zone* wishes to receive Bids for the *Supply and Installation of Various Engineering Software*, with identification number *BCEZProc2025-68*.

The Procurement Project (referred to herein as "Project") is composed of seven (7) lots, 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 *CY 2025* in the total amount of Two Million One Hundred Seventy-Two Thousand Five Hundred pesos only (Php2,172,500.00).

2.2. The source of funding is:

a. GOCC and GFIs, the proposed Corporate Operating Budget.

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.

a. Foreign ownership limited to those allowed under the rules may participate in this Project.

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

a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.

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

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

a. Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address and/or through videoconferencing/webcasting as indicated in paragraph 6 of the **IB.**

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

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

10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within ***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.

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:

a. Philippine Pesos.

14. Bid Security

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

14.2. The Bid and bid security shall be valid until *November 4, 2025.* 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. 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.

19.3. The Project shall be awarded as follows:

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

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

committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

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

<table>
<tr><th>ITB Clause</th><th></th></tr>
<tr><td>5.3</td><td>For this purpose, contracts similar to the Project shall be:

a. Supply, Delivery, and Installation of Engineering Software (or similar description to the lot/s being bid on)

b. completed within five (5) years prior to the deadline for the submission and receipt of bids.</td></tr>
<tr><td>7.1</td><td>Subcontracting is not allowed.</td></tr>
<tr><td>12</td><td>The price of the Goods shall be quoted DDP Philippine Economic Zone Authority – Baguio City Economic Zone or the applicable International Commercial Terms (INCOTERMS) for this Project.</td></tr>
<tr><td>14.1</td><td>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 two percent (2%) of ABC of <u>each</u> item being bid on, 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 five percent (5%) of ABC of <u>each</u> item being bid on, if bid security is in Surety Bond.</td></tr>
<tr><td>19.3</td><td>
<table>
<tr><th>Reference Number</th><th>Quantity</th><th>ABC</th></tr>
<tr><td>BCEZProc2025-68-1</td><td>1 lot</td><td>Php130,000.00</td></tr>
<tr><td>BCEZProc2025-68-2</td><td>1 lot</td><td>Php750,000.00</td></tr>
<tr><td>BCEZProc2025-68-3</td><td>1 lot</td><td>Php195,000.00</td></tr>
<tr><td>BCEZProc2025-68-4</td><td>1 lot</td><td>Php750,000.00</td></tr>
<tr><td>BCEZProc2025-68-5</td><td>1 lot</td><td>Php160,000.00</td></tr>
<tr><td>BCEZProc2025-68-6</td><td>1 lot</td><td>Php100,000.00</td></tr>
<tr><td>BCEZProc2025-68-7</td><td>1 lot</td><td>Php87,000.00</td></tr>
</table>
</td></tr>
<tr><td>20.2</td><td>No further instructions</td></tr>
<tr><td>21.2</td><td>No further instructions</td></tr>
</table>

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

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

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

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: *[For Goods supplied from abroad, state:]* "The delivery terms applicable to the Contract are DDP delivered *Philippine Economic Zone Authority – Baguio City Economic Zone*. In accordance with INCOTERMS." *[For Goods supplied from within the Philippines, state:*] "The delivery terms applicable to this Contract are delivered *Philippine Economic Zone Authority – Baguio City Economic Zone.* Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination." Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements). For purposes of this Clause the Procuring Entity's Representative at the Project Site are *the following.* *a) JC King B. Manansala* *Engineer III, Engineering and Maintenance Division* *b) Senen N. Bautista* *Information Systems Analyst III* *Management Information System (MIS) - BCEZ* **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 a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
	c. 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.
	Packaging – The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit. The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity. The outer packaging must be clearly marked on at least four (4) sides as follows: Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications
	A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging. **Transportation –** Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

	Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.
	Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure. The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination. **Intellectual Property Rights –** The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.
2.2	*Complete payment shall be made after completion of delivery and installation of software,* ***submission of appropriate license certificates under the name of PEZA as exclusive user/owner of the software****, final acceptance of the Procuring Entity through the end-user unit, and upon submission of the required documents such as delivery invoice or statement of account/billing.*
4	No further instructions

Section VI. Schedule of Requirements

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

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
1	Supply and Installation of Digital Estimating Software (Perpetual License)	1 lot	1 lot	Thirty (30) calendar days after receipt of NTP
2	Supply and Installation of Vertical and General Structures Design and Analysis Software with Advanced Functionalities (Perpetual License)	1 lot	1 lot	Thirty (30) calendar days after receipt of NTP
3	Supply and Installation of 3D Modeling and Rendering Software (3 years Subscription)	1 lot	1 lot	Thirty (30) calendar days after receipt of NTP
4	Supply and Installation of Architecture, Engineering and Construction (AEC) Collection Softwares (3 years Subscription)	1 lot	1 lot	Thirty (30) calendar days after receipt of NTP
5	Supply and Installation of Software for 2D and 3D Computer Aided Design (CAD) (Perpetual License)	1 lot	1 lot	Thirty (30) calendar days after receipt of NTP
6	Supply and Installation of PDF editing and markup software with support for construction drawing takeoffs, comparison and real-time collaboration features (Complete Version) (3 years subscription)	1 lot	1 lot	Thirty (30) calendar days after receipt of NTP
7	Supply and Installation of Fire Sprinkler System Design Software (3 years subscription)	1 lot	1 lot	Thirty (30) calendar days after receipt of NTP

Section VII. Technical Specifications

Item	Specification	Statement of Compliance
		[Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]
1	**Supply and Installation of Digital Estimating Software (Perpetual License)** 1. Windows 11 x64 compatible 2. Point and click - Take off simple, complex areas, items, lengths, volumes, and perimeters (in metric units' system). 3. Drag and drop - Pre-configured Assemblies (materials, waste, and labor costs) of takeoff items (dimensions in metrics),	

	and the application can calculate all the costs and expenses (in Philippine currency). 4. Print or Export Takeoffs / Estimates - The application can automatically calculate expenses. 5. Export the Takeoff / Estimate to worksheets or use the built-in reports (in metrics and Philippine currency), and the entire job can be calculated. 6. Can calculate labor hours and costs. 7. Maintenance - Technical support is provided via the Internet, phone, and email, as well as customer assistance, Eligible for software upgrades/updates within the one-year maintenance fee, and Certificate of Ownership. 8. Training: 1 - 3 days Basic Training 9. Customization for Specific Trade • General Contractors - Manage projects large and small with accurate calculations, Quantity takeoffs must be in the Metric Unit System. • Concrete and Rebars Takeoff and Estimating - Takeoff foundation/footings, walls, columns, beams, and slabs measurements, including quantity of rebars (reinforced steel bars), It has a selection for slab dimensions. • Wall and Ceiling Takeoff - Point and click to measure walls, ceilings, and partitions, Rebar quantity takeoff for CHB walls and quantity takeoff for drywalls, including wall framing, Calculate square meters and surface areas and linear tools, Quantity takeoffs	

	must be in the Metric Unit System. • Electrical Takeoff Made - Measures lengths for conduits, wiring, and cables, Adds the total number of switches and receptacles. • Flooring Takeoff and Estimating - Click area select for tile, carpet, hardwood, or laminate floor areas, Takeoff for quantity of floor and wall tiles, tile grout, cement plaster. • Roof and Steel Framing Estimates - Point and click for takeoff of roof framing members, Measure joists, rafters, purlins, studs, and headers, Takeoff of long-span, asphalt or roof tiles, corrugated roofing, including roof insulations, Count posts and connectors. • Stairs Takeoff - Measure concrete and rebar quantity for stairs, Quantity takeoff for steel and wood framing of stairs, Takeoff for stairs finishes (i.e., tiles, vinyl, hardwood, or laminates), Count baluster, linear measurement of handrails, and area measurement for glass sidings for stairs. • Mechanical Works Takeoff - Trace linear takeoff for air conditioner (A/C) supply lines, Derive the volume of rooms for heating and cooling, Generate precise material lists for mechanical heating, ventilation, and air conditioning (HVAC) assembly and calculate cost. • Land Development Takeoff - Measures square meters, volumes, linear, and dimensions, even if the “linear” is curved, Cut and Fill estimation for excavation and backfills, Takeoff for roads,	

	sidewalks, curbs and gutter, base grade, and subgrade, Takeoff for perimeter fence, riprap wall, and slope protection structures (retaining walls), Measurements must be in the Metric Unit System. • Painting/Varnishing/ Waterproofing Takeoff - Click the area select tool that measures every surface – straight or curved, Counted and calculated, including paint, primer, varnish, waterproofing, labor, and materials for the job. • Takeoff for Plumbing/ Sanitary - Measure the length of pipes for vertical and horizontal piping, drain, and supply piping, Takeoff counts for plumbing/sanitary fixtures and quantity of fittings, Takeoff quantity of RC pipes for drainage.	

End of Lot 1

Item	Specification	Statement of Compliance
		[Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]
2	**Supply and Installation of Vertical and General Structures Design and Analysis Software with Advanced Functionalities (Perpetual License)** 1. Windows 11 x64 compatible 2. Modeling - Modeling Wizards (Members, Frames, Towers, Tanks), 2D/3D (Object-ready and User-defined), Section Property Calculator for irregular sections.	

	3. Analysis Types - Basic Analysis (Linear & Non-Linear), Static Analysis, Dynamic Analysis, Push-Over Analysis, P-Delta Analysis, Thermal Stress Analysis, Masonry Wall Analysis. 4. Advanced Analysis - Construction Stage Analysis with Time, Dependent Materials, Large Displacement Analysis (Cable Structures), Post-Tensioning & Pre-Stressing, Boundary Non-Linear Dynamic Analysis, Geometric Non-Linear Analysis. 5. Design/Load Codes - Design (Steel, Concrete, SRC), NSCP 2015, ACI 318M-14, ACI318M-19, AISC 15th (ASD and LRFD), IBC 2012 (ASCE7-10), UBC 1997, PNS 49 6. Interoperability - Interoperable with CAD Software (Import/Export: AutoCAD-DXF/DWG file, Midas CAD), Import other Structural Analysis Software (STAAD, SAP2000, MSC Nastran), Output File (PDF, Excel, Text Output, Word), Visualization (2D, 3D, Animation, Rendered View) 7. Maintenance Service - Offline/Online Technical Support, Major and Minor Software Updates, Floating License Services, Automatic Mesh Generator for Plane Wall and Slabs, Slab and Meshed Wall Design, GSD (General Section Designer). 8. Maintenance Modules - Unit Member Design and Detailing, Automated and Optimized Solution for Building Design and Drawing, Automated CAD Drafting and Structural Drawing Generation	

	9. Documentation - Downloadable Installer, Installation and Activation Guide, Membership Account, Manuals, Learning Materials 10. Maintenance Period – one [1] year from the date of activation 11. 1-3 Days Basic Training,	

End of Lot 2

Item	Specification	Statement of Compliance
		[Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]
3	**Supply and Installation of 3D Modeling and Rendering Software (3 years Subscription)** 1. Windows 11 x64 compatible, can run on 8GB RAM, Integrated graphics with support for OpenGL 3.1 or higher, 500 MB of free disk space for installation, 1280 x 800 screen resolution or higher 2. Maintenance: One (1) year software upgrade to new version releases and maintenance releases, problem	

	resolutions, bug fixes, and local technical support 3. Interoperability and Compatibility: • Import and Export Formats: ➢ DXF/DWG: Supports importing and exporting 2D and 3D drawings, commonly used in CAD applications. ➢ OBJ: A widely used format for 3D model exchange between applications. ➢ FBX: A format commonly used in animation and rendering software. ➢ STL: Used for 3D printing. ➢ 3DS: Import 3DS models. 4. Functionalities: A 3D modeling software with a wide range of functionalities, designed to cater to different industries such as architecture, interior design, engineering, construction, and even entertainment. > Provides editing tools to manipulate and refine objects. >Sample of materials and textures to surfaces, adding realism to 3D models. > Simulates real-world lighting by enabling shadows > Lighting manipulation for better visualization of natural light > Offers several camera options to control the perspective and navigation of the model > Providing predefined camera positions, visibility settings, and other display configurations that allow users to quickly switch between different views or stages of the model. > allows users to create simple animations by transitioning between different scenes. This can be helpful for walkthroughs or showing design changes. > Automated reinforcing drawings, details, and schedules, with customizable settings	

	5. Design Codes / References: • International Building Code (IBC) • Americans with Disabilities Act (ADA) • National Fire Protection Association (NFPA) • Building Information Modeling (BIM) Guidelines • American Concrete Institute (ACI) Codes American Institute of Steel • Construction (AISC) Codes • National Kitchen and Bath Association (NKBA) Guidelines • Fire Safety Regulations 6. Documentation: Installers, Manuals, Learning Materials 7. 1-3 Days Basic Training	

End of Lot 3

Item	Specification	Statement of Compliance
		[Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]
4	**Supply and Installation of Architecture, Engineering and Construction (AEC) Collection Softwares (3 years Subscription)** **Systems Requirements:** Operating System: 64-bit Microsoft® Windows® 11 Processor: Basic: Intel® Pentium™ 4 1.5 GHz or equivalent AMD® processor; Recommended: Intel® Core™ i5-10400 or AMD® Ryzen™ 5 3600 CPU or higher Memory: 2 GB (Basic); 8GB or more (recommended) Disk space: 4 GB free space in OS disk, 2 GB free space in installation disk Display: 1920 x 1080 resolution with True Color	

	Display Card: 1GB, support OpenGL 4.2 (basic); 2 GB or more, support OpenGL 4.2 or higher, NVIDIA® GeForce™ GTX 1060 or AMD® Radeon™ RX 580 Series or higher (recommended) **Maintenance**: One (1) year software upgrade to new version releases and maintenance releases, problem resolutions, bug fixes, and local technical support **Interoperability and Compatibility**: • Supports industry-standard file formats like IFC, DXF, and DWG for seamless data exchange with third-party applications such as Tekla Structures, Bentley iTwin, and SCIA Engineer. • Integrates with other structural analysis and BIM tools like SAP2000, ETABS, and OpenBuildings Designer, ensuring smooth collaboration across platforms. **Included Products**: The AEC Collection is a comprehensive set of tools that supports the entire structural engineering process. It includes software for designing, modeling, analyzing, detailing, and managing structural projects. By integrating BIM workflows with advanced analysis and collaboration tools, it helps engineers create accurate, code-compliant designs, streamline communication, and improve project efficiency. This collection is ideal for designing steel, concrete, and hybrid structures while ensuring seamless coordination across teams. AEC Collection includes some of the following interoperable software: 1. A cloud-based document management tool for organizing and sharing project files, ensuring version control and collaboration. 2. A BIM tool for creating and managing 3D models of structural elements, supporting collaborative workflows. 3. Software for performing advanced structural analysis and design of buildings and other structures. 4. A 2D and 3D design software used for drafting, detailing, and creating precise structural drawings.	

	5. A steel detailing tool for creating 3D models, generating shop drawings, and automating steel connection designs. 6. A civil engineering design and documentation software that supports building information modeling (BIM) workflows for transportation, land development, and water projects. 7. A design and engineering software for creating, visualizing, and analyzing infrastructure projects, providing tools for civil engineers to work on large-scale urban and rural designs. A 3D model review and coordination software by Autodesk, primarily used in the architecture, engineering, and construction (AEC) industries to improve BIM (Building Information Modeling) project delivery by facilitating clash detection, conflict resolution, and project simulation. **Functionalities**: a. Modeling •Create and manage 3D structural models for steel, concrete, and hybrid structures. •Easily generate detailed structural drawings from 3D models. •Advanced modeling and analysis of complex structures. b. Analysis and Design •Perform advanced structural analysis for buildings, bridges, and other infrastructure projects. •Design and analyze structural elements, including foundations, steel, and concrete structures, with automated calculations and code compliance. •Generate code-compliant design outputs for different materials (steel, concrete, etc.). c. Detailing •Generate 3D steel detailing and shop drawings for fabrication with Advance Steel. •Detail and document structural elements for construction. d. Collaboration and Documentation •Share and manage project files in real time, ensuring seamless collaboration across teams.	

	•Access and coordinate project data from multiple platforms and stakeholders. **Design Codes / References:** • AISC 360, AISC LRFD, AISC ASD, EN 1993-1-1 (Eurocode 3), IS 800 • ACI 318, ACI 350, EN 1992-1-1 (Eurocode 2), IS 456, IS 13920 • AISI, IS801 • ASCE 7, IBC (International Building Code), UBC (Uniform Building Code), IS 1893 • AASHTO, FHWA **Documentation**: Installers, Manuals, Learning Materials, 1-3 Days Basic Training	

End of Lot 4

Item	Specification	Statement of Compliance
		[Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]
5	***Supply and Installation of Software for 2D and 3D Computer Aided Design (CAD) (Perpetual License)*** **Systems Requirements:** Operating System: 64-bit Microsoft® Windows® 11 Processor: Basic: Intel® Pentium™ 4 1.5 GHz or equivalent AMD® processor; Recommended: Intel® Core™ i5-10400 or AMD® Ryzen™ 5 3600 CPU or higher Memory: 2 GB (Basic); 8GB or more (recommended) Disk space: 4 GB free space in OS disk, 2 GB free space in installation disk Display: 1920 x 1080 resolution with True Color	

	Display Card: 1GB, support OpenGL 4.2 (basic); 2 GB or more, support OpenGL 4.2 or higher, NVIDIA® GeForce™ GTX 1060 or AMD® Radeon™ RX 580 Series or higher (recommended) **Interoperability and Compatibility:** With any CAD Software Support for standard file formats (DWG, DWT, DXF, DWF, DWFx) PDF, DGN lmport and Export **Functionalities**: • 2D Drafting, Drawing, and Annotation, 3D Modeling and Visualization • Flexiblock • Sheet Set Manager, Point Cloud, GIS • Quick Properties Panel • File Compare • Raster to Vector Conversion • Area Table • Quick Calculator • Design Center • Match Property • Group • Quick Select • Multiline and Multiline Style • Express Tools • Data Extraction • Barcode & QR Code • Lockup & Unlock • Solid, Surface, Mesh Modeling • Photorealistic Rendering • Visual Style • 3D Orbit • ACIS Viewing • IFC Import • 3D mouse, STEP Import, 3D Gizmo Documentation: Installers, Manuals, Learning Materials, 1-3 Days Basic Training	

End of Lot 5

Item	Specification	Statement of Compliance
		[Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]
6	***Supply and Installation of PDF editing and markup software with support for construction drawing takeoffs, comparison and real-time collaboration features (Complete Version) (3 years subscription)*** **Windows 11 x64 compatible,** **Document Markup and Tracking** Annotate PDFs with markups such as customized text, shapes, and stamps Track and manage annotations Save and reuse tools from the Tool Chest	

	Change the tool subject and add a comment in the Tool Chest Set and remove scale from tool sets Assign markups to layers Flatten PDF markups Import PDF markups Redact PDF content permanently Translate markups to different languages Create and add dynamic stamps to PDFs 2D photo markups Insert hyperlinks into documents and assign a hyperlink to a specific area Create custom Markup List filters and save them for reuse Embed 2D photos in markups with Capture Embed 360° photos and videos in markups with Capture Calibrate tool sets to dynamically resize on PDFs with different scales/viewports Create and save markup legends to the Tool Chest Create, view and apply custom hatch patterns Create calibrated polygons, polylines, rectangles, and ellipses using Sketch to Scale tools Create custom statuses Filter and sort markups and comments in the Markups List Summary report **Content Creation, Access and Management** Add or edit headers and footers Combine separate documents to create a single PDF Customize the size of new pages and resize existing pages Embed file attachments Erase and cut PDF content Extract, delete, rotate and insert blank pages Insert existing PDF pages Preserve hyperlinks when combining and separating linked PDFs View 3D PDFs	

	Create a table of contents from bookmarks Reduce file size using preset and customizable fidelity options Split documents without altering the source file Create and edit form fields Manually create bookmarks and page labels Automatically create bookmarks and page labels Mark up 3D views Compare two or more PDF revisions with overlay pages Process colors Create, mark up and manipulate 3D PDFs from any IFC or U3D file Open, create and modify Sets, and tag files to sort and navigate Sets documents **Navigation and Personalization** Launch multiple instances Access and view recent PDFs Drag document tabs out of interface and into their own windows across multiple monitors Change markup properties and save for reuse Create customizable keyboard shortcuts Customize toolbars Search local drives and pin files in categories Transform scanned images into text-searchable PDFs using Optical Character Recognition (OCR) Search for symbols with VisualSearch **Measurement Tools** Apply measurements of different scales in one PDF using viewports Measure PDFs with basic measurement tools for length and area Measure PDFs with advanced measurement tools such as perimeter, volume, angle and count Add formulas to custom columns for calculations	

	Link real-time data from measurement markups to Excel worksheets with Quantity Link Section off and fill drawing regions to generate markups, measurements and spaces with Dynamic Fill **Studio** Collaborate in real time with markup tools in existing Studio Sessions View and upload files to existing Studio Projects and Studio Sessions Sync Studio Project files locally for offline editing Create new Studio Projects and Studio Sessions **Plug-ins and Integrations** One-click PDF creation and batch directly from Microsoft® Office and Outlook® Integrate with SharePoint® and ProjectWise® Convert any Windows file to PDF or TIF, JPG, BMP, PSD, PNG, PCL, GIF, EMF and WMF files using the Bluebeam PDF printer Export scanned PDFs as editable Word, Excel® and PowerPoint® documents One-click 2D PDF creation and batch directly from AutoCAD®, Revit® and SolidWorks® One-click 3D PDF creation directly from AutoCAD, Revit and Navisworks® Convert Revit Rooms to Revu Spaces Batch convert files from AutoCAD, Revit and SolidWorks to PDF, TIF, JPG, BMP, PSD, PNG, PCL, GIF, EMF and WMF files Transfer hyperlinks from an AutoCAD file Import files with SHX fonts from AutoCAD Import sheet sets from AutoCAD **Security and Digital Signatures** Add digital signature fields that require certified digital IDs	

	Track all digital signatures and certificates Apply password protection and set permissions **Automation** Use Automatic Form Creation to convert PDFs into forms Merge form data Apply scale to multiple sheets simultaneously Batch compare multiple drawing revisions Automatically create navigational hyperlinks across a specific group of documents using Batch Link® Batch process hyperlinks for large document sets Automatically insert new page revisions or replace current pages with new revisions across multiple documents using Batch Slip Sheet Apply a digital signature and professional seal across a batch of multiple files Implement scripting commands **Export Project Data** Generate and export a PDF summary of all markups in a file or across multiple files Generate and export a CSV or XML summary of all markups in a file Track and generate reports on markups located in pre-defined customized regions Create markup summary reports with customized filter and sort options **Markup Editor** Upload files of any type to secure cloud document storage View PDFs, update, delete and export files from cloud document storage Annotate PDFs with markups such as customized text, shapes and vector pen Collaborate in real time with markup tools on drawings and documents Save and reuse tools from the Tool Chest	

	Track and manage markups Use and change markup statuses in the Markups List Comment and reply **Training:** 1-3 days	

End of Lot 6

Item	Specification	Statement of Compliance
		[Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]
7	***Supply and Installation of Fire Sprinkler System Design Software (3 years subscription)*** **Windows 11 x64 compatible,** **Features:** 1. Performs hydraulic calculations following NFPA 13 and 13R 2. Works for both residential and commercial systems 3. Calculates for systems with up to 1,000 sprinkler heads 4. Works on trees, grids, loops, and hybrid sprinkler systems 5. Uses English or metric units 6. Tree and Grid Pipe Network Builder included	

	7. Computes flow rates, velocities, and pressure drops 8. Automatically sizes pipes 9. Analyzes stand pipe systems 10. Allows for fire pumps 11. Allows for all types of pipe materials 12. Automatically calculates fitting equivalent lengths 13. Comes with printed 250 page user manual 14. Creates water supply/demand graph 15. Provides comprehensive NFPA style, high quality color presentation reports **Program Input** All input is checked at the time of entry so that no improper data can be entered. Upon completion of the input process, all data is saved and can be reviewed and edited whenever desired. Two types of data are requested: general project data and pipe segment data. The general project data includes the project name and location, the client name, sprinkler specifications, hazard description, density requirements, hose stream allowances, hydrant test data, and other data. The pipe data requires that each pipe section be defined as having a beginning and ending node number. If sprinkler heads are located at the pipe nodes, then the sprinkler K-factor must be given. In addition, the pipe length, nominal size, material type, and fitting quantities and types must be entered for each pipe section. Fire contains a built-in library of pipe materials that includes cast iron, copper, steel, PVC, pex, and many others. The pipe library allows up to 50 user defined pipe materials as well. Fitting equivalent lengths are automatically looked up, depending upon fitting type, size, and pipe material.	

	Program Output The Fire Program provides numerous reports including: general project data, pipe and node input data, node grouping flows, detailed pipe and sprinkler output, water supply/demand graph, and a pipe network summary. You can specify exactly which reports are to be included, and all reports can be previewed on the screen. Here are just some of the available reports. **Training:** 1-3 days	

End of Lot 7

Section VIII. 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**

☐ (a) 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**

☐ (b) 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**

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

☐ (d) 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

☐ (e) 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

☐ (f) 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

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

☐ (h) Original of duly signed and accomplished Price Schedule(s).

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

☐ (i) *[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.

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

APPENDIX "1"

Bid Form for the Procurement of Goods

[shall be submitted with the Bid]

BID FORM

Date : _____
Project Identification No. : _____

To: [name and address of Procuring Entity]

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

If our Bid is accepted, we undertake:

a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);

b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;

c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

[Insert this paragraph if Foreign-Assisted Project with the Development Partner:
Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address Amount and Purpose of
of agentCurrencyCommission or gratuity

_____
_____
_____
(if none, state "None") *]*

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

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

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

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

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

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

Price Schedule for Goods Offered from Within the Philippines

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

For Goods Offered from Within the Philippines

Name of Bidder _____ Project ID No._____ Page ___of___

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)

Name: _____

Legal Capacity: _____

Signature: _____

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

Price Schedule for Goods Offered from Abroad

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

For Goods Offered from Abroad

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

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

Name: _____

Legal Capacity: _____

Signature: _____

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

Bid Securing Declaration Form

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

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

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

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.

2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f),of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.

3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:

    a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
    b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
    c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

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

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

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

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

AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, Procurement Agent if engaged, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and

8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:

    a. Carefully examining all of the Bidding Documents;
    b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
    c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
    d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.

9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

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

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

Affiant

[Jurat]

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

Republic of the Philippines
gppb
Government Procurement Policy Board