



REPUBLIC OF THE PHILIPPINES  
DEPARTMENT OF BUDGET AND MANAGEMENT  
GENERAL SOLANO ST., SAN MIGUEL, MANILA

**BIDS AND AWARDS COMMITTEE**

**Resolution No. 2019-72**

**WHEREAS**, the Department of Budget and Management-Bids and Awards Committee (DBM-BAC) conducted a public bidding for the Project, "Supply, Delivery, Installation, Testing, and Commissioning of IP-CCTV Surveillance System for the DBM Central Office," with an Approved Budget for the Contract of P24,500,000.00;

**WHEREAS**, under Resolution No. 2019-46 dated October 1, 2019, the BAC declared the first bidding for the Project as "failed" in accordance with Section 35.1(c) of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (R.A.) No. 9184;

**WHEREAS**, on October 4, 2019, a second Invitation to Bid was posted on the Philippine Government Electronic Procurement System website, the DBM website, and all DBM bulletin boards;

**WHEREAS**, during the submission and opening of bids on October 25, 2019, the BAC declared the following:

1. The submissions of Unicenter Communications Inc., S&S Enterprises Inc., and Armlink Computer Center as "failed"; and
2. The submission of AIT Business Services Corporation as the Lowest Calculated Bid in the amount of P16,488,888.00, followed by Infobahn Communications Inc. in the amount of P21,688,000.00;

**WHEREAS**, the DBM-BAC did not find merit in the Request for Reconsideration of S&S Enterprises Inc., filed on October 25, 2019;

**WHEREAS**, under Resolution No. 2019-53 dated November 5, 2019, the BAC declared the post-disqualification of AIT Business Services Corporation for the Project in accordance with Section 34.1 of the 2016 Revised IRR of R.A. No. 9184, and that the said bidder be notified in writing about its post-disqualification and the grounds for it, pursuant to Section 34.5 of the 2016 Revised IRR of the same law, and that post-qualification be conducted on the second Lowest Calculated Bidder, Infobahn Communications Inc., pursuant to Section 34.6 of the 2016 Revised IRR of the aforementioned law;

**WHEREAS**, AIT Business Services Corporation filed a Request for Reconsideration, dated November 15, 2019, to the DBM-BAC's declaration finding the former's submission as post-disqualified;

**WHEREAS**, the DBM-BAC did not find merit in the Request for Reconsideration of AIT Business Services Corporation;

**WHEREAS**, after careful evaluation, validation and verification of the eligibility, technical and financial proposals of the bid, the BAC found that the submission of Infobahn Communications Inc. passed all the criteria for post-qualification; thus, it was declared as the Lowest Calculated and Responsive Bid in the amount of P21,688,000.00.

**NOW, THEREFORE**, for and in consideration of the foregoing premises, the BAC **RESOLVED**, as it hereby **RESOLVED**, to recommend to the Secretary of the Department of Budget and Management that the contract for the Project, "Supply, Delivery, Installation, Testing, and Commissioning of IP-CCTV Surveillance System for the DBM Central Office," be awarded to Infobahn Communications Inc., in accordance with Republic Act No. 9184 and its 2016 Revised Implementing Rules and Regulations.

**ADOPTED**, this 26<sup>th</sup> day of November 2019 at the Department of Budget and Management, General Solano St., San Miguel, Manila.

  
**ANDREA CELENE M. MAGTALAS**  
*End-user Representative*

  
**VIRGILIO A. UMPACAN, JR.**  
*B.U.D.G.E.T. Representative*

  
**EDEN D. PANGILINAN**  
*Member*

not present  
**ROWEL D. ESCALANTE**  
*Member*

  
**ROSEMARIE D. PAGALA**  
*Alternate Member*

  
**ACHILLES GERARD C. BRAVO**  
*Chairperson*

Approved  
 Disapproved

  
**WENDEL E. AVISADO**  
*Secretary, DBM*



Date: \_\_\_\_\_



REPUBLIC OF THE PHILIPPINES  
DEPARTMENT OF BUDGET AND MANAGEMENT  
GENERAL SOLANO STREET, SAN MIGUEL, MANILA

**BIDS AND AWARDS COMMITTEE**

DEC 09 2019

**NOTICE OF AWARD**

**MR. DEXTER D. DANTES**

Account Manager  
Infobahn Communications, Inc.  
2/F Fil-American Bldg.  
923 Aurora Blvd. cor. La Salle St.  
Cubao, Quezon City

Dear **Mr. Dantes:**

We are pleased to inform you that the contract for the Project, "Supply, Delivery, Installation, Testing, and Commissioning of IP-CCTV Surveillance System for the DBM Central Office," is hereby awarded to Infobahn Communications, Inc. in the amount of P21,688,000.00.

In this regard, you are hereby required to post a performance security in the amount and form stated in Section 39 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 prior to the signing of the contract.

Thank you and God Bless.

Very truly yours,



**WENDEL E. AVISADO**  
*Secretary*



REPUBLIC OF THE PHILIPPINES  
DEPARTMENT OF BUDGET AND MANAGEMENT  
GENERAL SOLANO STREET, SAN MIGUEL, MANILA

BIDS AND AWARDS COMMITTEE

DEC 09 2019

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In this regard, you are hereby required to post a performance security in the amount and form stated in Section 39 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 prior to the signing of the contract.

Thank you and God Bless.

Very truly yours,



**WENDEL E. AVISADO**  
Secretary

RCBY: DEXTER DANTES  
DECEMBER 11, 2019



REPUBLIC OF THE PHILIPPINES  
DEPARTMENT OF BUDGET AND MANAGEMENT  
GENERAL SOLANO ST., SAN MIGUEL, MANILA

**BIDS AND AWARDS COMMITTEE**

**NOTICE TO PROCEED**

**MR. DEXTER D. DANTES**

Account Manager  
Infobahn Communications, Inc.  
2/F Fil-American Bldg.  
923 Aurora Blvd. cor. La Salle St.  
Cubao, Quezon City

Dear **Mr. Dantes**:

This is to inform your company that performance of the obligations specified in the attached Contract for the Project, "Supply, Delivery, Installation, Testing, and Commissioning of IP-CCTV Surveillance System for the DBM Central Office," shall commence upon receipt of this Notice to Proceed in accordance with Section 37.4 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184.

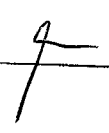
Thank you and God Bless.

Very truly yours,

  
**WENDEL E. AVISADO**  
Secretary

I acknowledge receipt and acceptance of this Notice on: 3/3/20

Name of Consultant and/or Representative: DEXTER DANTES

Authorized Signature: 

**CONTRACT No. 2019-15**  
**SUPPLY, DELIVERY, INSTALLATION, TESTING, AND**  
**COMMISSIONING OF IP-CCTV SURVEILLANCE SYSTEM FOR THE**  
**DBM CENTRAL OFFICE**

This CONTRACT made and entered into by and between the following:

**DEPARTMENT OF BUDGET AND MANAGEMENT**, a government agency created by virtue of the laws of the Republic of the Philippines, with principal office address at General Solano St., San Miguel, Manila, represented herein by its Secretary, **WENDEL E. AVISADO**, hereinafter called the "**DBM**";

- and -

**INFOBAHN COMMUNICATIONS INC.**, a corporation duly organized and existing under the laws of the Republic of the Philippines, with office address at 2/F Fil-American Bldg., 923 Aurora Blvd. cor. La Salle St., Cubao, Quezon City, represented by its authorized representative **DEXTER D. DANTES**, hereinafter referred to as the "**SUPPLIER**";

WITNESSETH:

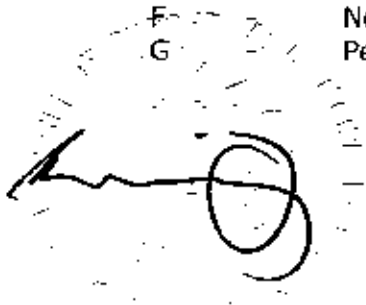
**WHEREAS**, the DBM conducted a public bidding for the Project, "Supply, Delivery, Installation, Testing, and Commissioning of IP-CCTV Surveillance System for the DBM Central Office," and the bid of the Supplier is in the amount of Twenty-One Million Six Hundred Eighty-Eight Thousand Pesos (P21,688,000.00), hereinafter called the "Contract Price";

**WHEREAS**, the Notice of Award was issued to the Supplier last December 11, 2019, and the Supplier posted its performance security in the form of a Performance Bond on December 19, 2019, in the amount of P6,506,400.00;

**NOW, THEREFORE**, for and in consideration of the foregoing premises, the parties hereby mutually stipulate and agree as follows:

1. In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the General and Special Conditions of Contract referred to in Annex D and E, respectively.
2. The following documents shall form and be read and construed as part of this Contract:

Annex A	-	Bid Form
B	-	Schedule of Requirements
C	-	Technical Specifications
D	-	General Conditions of Contract
E	-	Special Conditions of Contract
F	-	Notice of Award
G	-	Performance Security



3. In consideration of the payments to be made by the DBM to the Supplier, the Supplier hereby covenants with the DBM to provide the Goods and Services, which is the Supply, Delivery, Installation, Testing, and Commissioning of IP-CCTV Surveillance System for the DBM Central Office, and to remedy defects therein in conformity with the provisions of the Contract.
4. The DBM hereby covenants to pay the Supplier, in consideration of the provision of the Goods and Services, which is the Supply, Delivery, Installation, Testing, and Commissioning of IP-CCTV Surveillance System for the DBM Central Office, and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the time and in the manner prescribed by the Contract.
5. Entire Agreement. All parties agree that this Contract, including the attached Annexes, contains their full agreement and supersedes all previous agreements, either written or oral, if there are any. No agreements, understandings, commitments, discussions, warranty, representations or other covenants, whether oral or written, between the parties are included in this Contract, including the attached Annexes, except as set forth herein.

**IN WITNESS WHEREOF**, the parties hereto have signed this Contract on this \_\_\_ day of \_\_\_\_\_, 2020 at General Solano St., San Miguel, Manila, Philippines.

DEPARTMENT OF BUDGET  
AND MANAGEMENT

by:



**WENDEL E. AVISADO**  
*Secretary*

INFOBAHN COMMUNICATIONS INC.

by:

**DEXTER D. DANTES**  
*Authorized and Designated Representative*

SIGNED IN THE PRESENCE OF

**ANDREA CELENE M. MAGTALAS**

*Director IV*

Information and Communications Technology  
Systems Service

*Rosemarie Rosario*  
**ROSEMARIE ROSARIO**  
SALES & MKTG. ASST.

**CERTIFIED FUNDS AVAILABLE**

**JEFFREY DM. GALARPE**  
Officer-in-Charge, ACCOUNTING DIVISION

ORS No: 627011012019-12-2797  
ORS Date: 12/19/19

**ACKNOWLEDGMENT**

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

**BEFORE ME**, a Notary Public for and in the City of **MANILA** Philippines on this **FEB 21 2020** day of \_\_\_\_\_, 2020 personally appeared the following:

NAME	VALID ID	VALID UNTIL
<b>WENDEL E. AVISADO</b>	DBM ID No. 4601	
<b>DEXTER D. DANTES</b>	DRIVERS LICENSE NO. 1 NO2-97-349767	02/21/2024

known to me to be the same persons who executed the foregoing Contract and who acknowledged to me that the same is their free and voluntary act and deed and of the entities they respectively represent.

This CONTRACT for the Supply, Delivery, Installation, Testing, and Commissioning of IP-CCTV Surveillance System for the DBM Central Office was signed by the parties, and their material witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL this \_\_\_\_ day of \_\_\_\_\_, 2020.  
**FEB 21 2020**

**ATTY. GARY CAMITAN AURE**

NOTARY PUBLIC, ROLL NO. 60777

PIR No. 312221 issued on Jan. 3, 2021 Valid Dec. 31, 2026 Manila

LSP License No. 114528 issued on Feb. 7, 2016

Commission No. 2020-021 issued on Jan. 30, 2020 Valid Dec. 31, 2021 Manila

MCCE No. VI-0066798 issued on Feb. 28, 2010 at Pasig City Valid Until April 14, 2022

Office Address: G/F YMCA Building, 131 Antonio Yllanes Street, Ermita, Manila

Doc. No. 57 ;  
Page No. 12 ;  
Book No. 241 ;  
Series of 2019.

Handwritten notes on the left margin: "1 of 12" and a signature.



## Bid Form

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Date: October 22, 2019

Invitation to Bid No.: **DBM-2019-39**

To: *Department of Budget and Management – Bids and Awards Committee*

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers *[1]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to the DBM, our services for the Project, **"Supply, Delivery, Installation, Testing, and Commissioning of Structured Cabling with Wired and Wireless Network Solution, Public Address and IP-CCTV for the DBM Arcaache Building"** in conformity with the said Bidding Documents for the sum of TWENTY FIVE MILLION NINE HUNDRED EIGHTY EIGHT THOUSAND PESOS (25,988,000.00).

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in **BDS** provision for **ITB** Clause 18.2 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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 as per **ITB** Clause 5 of the Bidding Documents.

We likewise certify/confirm that the undersigned, Dexter Dantes authorized representative is granted full power and authority by the *Infobahn*, to participate, submit the bid, and to sign and execute the ensuing contract on the latter's behalf for the **Supply, Delivery, Installation, Testing and Commissioning of Structured Cabling with Wired and Wireless Network Solution, Public Address and IP-CCTV for the DBM Arcaache Building of the Department of Budget and Management**.

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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.

Dated this 22 day of October 2019

  
Dexter D. Dantes  
[Signature]

Account manager  
[In the capacity of]

Duly authorized to sign Bid for and on behalf of Infobahn Communication inc.



**For Goods Offered From Within the Philippines**

Name of Bidder Infobahn Communication Inc. Invitation to Bid' Number IB DBM-2019-39.  
Page 1 of 1.

1 Item	2 Description	3 Country of origin	4 Quantity	5 Unit price exw per item	6 Cost of local labor, raw material , and compon- ent?	7 Total price exw per item (cols. 4 x 5)	8 Unit prices per item final destination and unit price of other incidental services	9 Sales and other taxes payable per item if Contract is awarded	10 Total Price delivered Final Destination (col. 8 + 9) x 1
1 lot	SUPPLY, DELIVERY, INSTALLATION, TESTING, AND COMMISSIONING OF STRUCTURED CABLING WITH WIRED AND WIRELESS NETWORK SOLUTION, PUBLIC ADDRESS SYSTEM AND IP-CCTV FOR THE DBM ARGACHE BUILDING		1 Lot	23,203,571.43	0.0	23,203,571.43	23,203,571.43	2,784,428.57	25,988,000.00
								Total	25,988,000.00

Dexter D. Dantes  
Infobahn Communication Inc.

*(Handwritten mark)*

Reference no. 19-09-1263

October 22, 2019

BAC Chairman  
Department of Budget and Management  
Sofora St. Manila

Dear Sir/Ma'am:

Thank you for your interest in Infobahn Communications, Inc. For your request, we are pleased to submit herewith our revised quotation with a special discount for your review and approval.

		DBM Arcache Building project			unit cost	total cost
Items	Brands	Description	QUANTITY	units	SPECIFICATIONS	
<b>Supply, Delivery, Installation, Testing, and Commissioning of Structured Cabling with Wired and Wireless Network Solution. Public Address and IP-CCTV for the DBM Arcache Building</b>						
					1 Lot	25,988,000.00
<b>Supply, Delivery, Fabrication, Installation, Testing and Commissioning of Structured Cabling with Wired and Wireless Network Solution</b>						
	cisco	Cisco switch Catalyst 3850 12 port 10G fiber Switch IP Service	2	units	Stackable and Stackable Layer 3 switch 12 x 10 Gbps Small Form-Factor Pluggable Plus (SFP+) ports (21 ports of long reach transceiver SFP-10GB-R per switch is possible) 1 x 10G ports of short reach transceiver SFP-10G-SR per switch (optional) One (1) unit of Stacking Module per switch Support for IEEE 802.3ad Link Aggregation Control Protocol (LACP) Standard 802.1d Spanning Tree support One (1) unit of Stack wire and stack power cables Redundant Hot-swappable Power Supply	
	cisco	Cisco switch Catalyst 2960-X 48 GigE PoE 740W, 2 x 10G SFP+ LAN Base	10	units	10/100/1000 48 Ethernet Ports Uplink: 2x10G SFP+ Ports (with SFP+ optic transceiver module SR) Support both IEEE 802.3af Power over Ethernet (PoE) and IEEE 802.3at PoE+ (up to 30W per port) Support maximum 24 ports up to 30W (802.3af PoE) Support maximum 48 ports up to 15.4W (802.3at PoE) Total available PoE power 740W LAN Base feature set Support FlexStack+ for stacking of up to 8 switches with 80 Gbps of stack throughput	
	cisco	Cisco WLAN Controller ONE - 5520 wireless controller w/ rack mounting kit	2	units	Digital Network Architecture (DNA) Software Defined Access (SD-Access) Wireless Enables network access in minutes for any user or device for any application without compromising on security. Enables policy based automation for wired and wireless, automated provisioning of wired and wireless networks, group-based policy for users and connected devices DNA Analytics and Assurance Enables comprehensive network visibility. Capable to collect data from users, devices, and applications to proactively identify problems. Network analytics and automation to increase availability and deliver a better user experience.	
	cisco	Cisco Wireless Access point 802.11ac W2 AP w/CA; 4x4:3; Int Ant; 2xGbE A Domain	22	unit	Flexible radio assignment that allows the access points to intelligently determine the operating mode of serving radios based on the RF environment. The access points can operate in the following modes: 2.4-GHz and 5-GHz mode: One radio will serve clients in 2.4-GHz mode, while the other serves clients in 5-GHz mode. Dual 5-GHz mode: Both radios inside the access point operate on the 5-GHz band, maximizing the benefits of 802.11ac Wave 2 and increasing client device capacity. Security Monitoring and 5-GHz mode: One radio will serve 5-GHz clients, while the other is scanning the full spectrum for Wi-Fi attackers, CleanAir Interferers, and rogue devices.	
		Uninterruptible power supply - APC SMC3000RM12U	5		2100 Watts/ 3000VA, Input / Output 220V, 2U rack mountable UPS - LCD status Display that will provide key UPS status at glance - Advanced voltage regulation that gives higher application availability by correcting low and high voltage conditions without using the battery - Power conditioning that will protect connected loads from surges, spikes, lightning, and other power disturbances	

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	Dacs panel/controller	19	sets	Unlimited Door Time Zones (20 zones per Ema zone) 250 User Time 17 One-Timn Special Evl (single zone) 50 Door/Uses Holiday Groups
HP	work station HP 800 G4 TWR Country Kit (PHL)	1	sets	1) 6th generation Intel Core i7 - 3.2 GHz Processor 2) 16GB DDR4 2133/2400MHz memory 3) 1TB 2 Terabyte Solid State Hybrid Drive 4) PCIe Quad Monitor Video Card 6GB grrn:6 5) Digital Video Disc Drive DVD-RW 24K SATA 6) 17" LED Monitor 7) USB Keyboard and Mouse 8) 10/100/1000 Giga Ethernet 9) Windows 10 Professional 10) Video Management Canon Pixma MG2570S All-In-One Colour Inkjet Printer
2K	Door access biometric reader device ZK Teco iFace 7	30	sets	Capacity: Fingerprint: 4000 Face: 2,000 Card: 10,000 Display: 2.8 Inch TFT-LCD Touch Screen Communication: Ethernet RS 232, RS485, Input and Output, USB Host Power 12V DC, 3A power adapter (Can also be powered using PoE splitter)
	door magnetic switch	19	sets	Energy: 490mA Auto-Sensing 12-24VDC (Base unit, max at 12VDC) Strength: Up to 1,200lb Holding Force Mode: Fail-Safe Fire-Rated: CANULC S104 UL 100 1-H2-Hour Monitoring: Local & Remote Relay Outputs
APC	PDU - APC AP7921B RACK PDU, SWITCHED, 1U, 16A, 208/230V, 18C13	1	sets	1) Rackmount managed Power Strip, network grade 3 outlets, IEC 320 C13, 15A, 3-pole 3-wire, grounding type receptacles Designed for standard 19-inch wide racks 15 ft. cord, IEC 320 C19 Plug; with 30A, 5KA, 250V circuit breaker
APC	UPS - APC SMT2200RMI2UC APC Smart-UPS 2200VA LCD RM 2U 230V with SmartConnect, 1989 Watts	1	set	Uninterruptible Power Supply, 1-KVA minimum, Line-Interactive Sine Wave UPS, 2U Rack mounted, Network Card Options, 8 Outlets, IEC 320 C13, 3-pole, 3-wire; LCD Display, 230V, 60Hz input with NEMA 6-20P plug

Supply, Delivery, Fabrication, Installation, Testing and commissioning of IP CCTV System

Hikvision	NETWORK VIDEO RECORDER DS9632N-I8	4	units	DS-6632N-I8
Hikvision	Western digital WD100PURZ	32	units	10TB Enterprise Grade Hard Disk Drive (HDD)
Hikvision	NETWORK OUTDOOR PTZ w/ 3 Channels Panoramic Camera DS-2P163261Z-DE	3	units	DS-2P163261Z-DE
Hikvision	NETWORK DOME TYPE CAMERA DS-2C02725F-WD-12S	51	units	DS-1602ZJ Wall Mounting Bracket DS-2C02725F-WD-12S
cisco	CISCO POE SWITCH Catalyst 9200L 24-port PoE+, 4x 10G, Network Essentials	4	units	24 Ports Power over Ethernet (PoE) Network - Rack - mountable Layer 2 switch - 1 x 10 Gigabit Small Form-Factor Pluggable Plus (SFP+) uplinks - Twenty-four (24) 10/100/1000 Ethernet Ports - Support for IEEE 802.3af Power over Ethernet (PoE) and IEEE 802.3at PoE+ (up to 30W per port) - Perpetual PoE support with a power up to 740W - Support for IEEE 802.3ad Link Aggregation Control Protocol (LACP) - Standard 802.1d Spanning Tree Support - Should be compatible with OEM existing Network Solution (CISCO)
cisco	10G SFP+ SWITCH Cisco catalyst 3850 12 port 10G Fiber switch IP Service	2	units	Short range transceiver SFP-10G-SR 12 ports 10G SFP+ Switch - Rack - mountable and Stackable Layer 3 switch - 12 x 10 Gigabit Small Form-Factor Pluggable Plus (SFP+) - Support for IEEE 802.3ad Link Aggregation Control Protocol (LACP) - Standard 802.1d Spanning Tree support - Stackwise and stackpower cables - Redundant Hot-swappable Power Supply - Should be compatible with OEM existing Network Solution (CISCO)
		4	units	Long range transceiver SFP-10G-LR (compatible)
		20	units	Short range transceiver SFP-10G-SR (compatible)
		4	units	Stacking Module
		2	units	Cisco Stackwise and Stackpower
samsung	Samsung UD55E-B 55" 500nit, 24/7,	3	units	Samsung UD55E-B

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	2.3mm(UL), 1.2mm(R/D), 21.5kg, VESA600X400, Haze 25%, DP 1.2 Digital Daisy Chain	3	units	Wall bracket(LSW3503)
ITP	CLIENT WORKSTATION capable to operate for 24/7 HP 940 G4 IWR Country Kit PHIL	4	sets	<ul style="list-style-type: none"> <li>8th generation Intel Core i7 - 3.2 GHz Processor</li> <li>16GB DDR4 2133/2400MHz memory</li> <li>2TB Terabyte Solid State Hybrid Drive</li> <li>PCIe Quad Monitor Video Card 6GB GDDR5</li> <li>Digital Video Disc Drive DVD-RW/24x SATA</li> <li>24" LCD Monitor</li> <li>USB Keyboard and Mouse</li> <li>10/100/1000 Gigabit Ethernet</li> <li>Windows 10 Professional/Enterprise Edition 64bit</li> <li>Video Management Software</li> <li>USB KVM Cables</li> <li>Standard Keyboard Layout</li> <li>Form Factor: 1U 17" Rackmount LED Monitor</li> <li>Graphic display resolution of at least 1366 x 768</li> <li>On Screen Display (OSD) Menu</li> <li>Video - Standard VGA with resolution of at least 1280x1024 WXGA</li> </ul>
Alarm		KVM CONSOLE PS/2 VGA SLIDEAWAY™ Console; 17" TFT-LCD, KB, & Touchpad; (w/ 1.8m USB KVM Cable)	1	unit
premium premium	OTHER REQUIRED MATERIALS	4	units	24 Ports Cat5 Rackmountable Patch Panel (LOADED) including patch cables
premium		96	units	5 Mtrs Patch Cable
premium generic		1	unit	24 ports Rackmountable Fiber Patch Panel with LC couplers (Single Mode and Multi Mode)
premium		4	units	12 ports Rackmountable Fiber Patch Panel with Multi-mode LC couplers
generic		2	units	2 Screen Monitor Stand
premium		1	lot	Wireless cable and termination such as Fiber Optic Cable (OM3 Multi-mode, 4-core), HDMI/VGA cables, UTP Cable Category 6, RJ-45, Termination box and keystone jack.
generic	1	lot	Roughing-in materials such as cable trays, cable ties, shroudings, EMI pipes, connectors, junction boxes, hangers and support	

Supply, Delivery, Fabrication, Installation, Testing and commissioning of Public Address System

TOA	Speaker TOA	116	pcs	Ceiling Speaker, 60-100W, 4-ohm, Wide-Disperse, an Central Drive, 34mm, Coverage, 160mm Inpct, CE, 2023
TOA	UPS APC SMT1000RMI2LC APC Smart-UPS 1000VA LCD RM 2U 230V with SmartConnect, 700 Watts	1	set	Smart UPS, 800VA, Rack Mounted, LCD, 230 V, 2u in a Rack, 1000Watt
TOA	Amplifier	1	set	Smart Management amplifier, 360W, 2ch, 230V, 60Hz
TOA	extension Amplifier	1	set	Smart Management extension amplifier, 360W, 2ch, 230V, 60Hz
TOA	Stereo Player	1	set	USB/SD/MMC/CD/FM, Bluetooth Stereo music player
TOA	Monitor Panel	1	set	Monitor Panel, Aural/vocal monitoring, CL and select patch, Monitor volume control, Wym meter, Line cable selector switch, 74 V (625 Hz), 50 V (12.3 Hz), 50 V (12.3 Hz), 110 V (110 kHz) switchable, rack mounted, 230V, 60Hz
TOA	Volume Control, Paging Console	1	set	Microphone, Paging Desk/Key, with push-Talk, Talk Button
TOA	Remote Microphone	1	set	Remote Microphone
TOA	Labor installation	1	lot	
				Grand total 25,988,000.00

TERMS AND CONDITIONS:

PRICING: Prices are in Philippine Peso (PHP), FOB Manila and are inclusive of the twelve-percent (12%) Value Added Tax (VAT).

TERMS OF PAYMENT: 30 days

DELIVERY: January 31, 2023

VALIDITY: All quoted prices are valid for 120 days from the date of opening of bids

We sincerely look forward to Le of service to you and your company.

Very truly yours,  
 Dexter Dingles  
 Account Manager  
 Incohab Communications Inc.  
 2nd Fl. DRD Bldg.  
 523 Aurora Blvd, Cubao Q.C.  
 Tel: 913-8598 local 128

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## Section VI. Schedule of Requirements

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

Item	Description	Quantity	Delivery Date
1	Supply, delivery, installation, testing, and commissioning of IP-CCTV Surveillance System for the DBM Central Office	1 lot	Please refer to Annex A (Terms of Reference)
2	Technical Training at known Training Center for the IP-CCTV Surveillance System	3	
3	Warranties and Technical Support		

I hereby certify to comply and deliver all the above requirements.

Infobahn Communication Inc.  
Name of Company/Bidder

Dexter D. Dantes  
Signature over Printed Name of Representative

10-25-19  
Date

## ***Section VII. Technical Specifications (Revised)***

Bidders must state here either "Comply" or any equivalent term in the column "Bidder's Statement of Compliance" against each of the individual parameters of each "Specification."

Item	Specification	Bidder's Statement of Compliance
I	I. Specifications <i>(see attached Revised Annex A, Item IV)</i>	Comply
	II. Scope of Work <i>(see attached Revised Annex A, Item V)</i>	Comply
	III. Service Level Agreement <i>(see attached Revised Annex A, Item VI)</i>	Comply
	IV. Warranties of the Contractor <i>(see attached Revised Annex A, Item VII)</i>	Comply
	V. Confidentiality of Data <i>(see attached Revised Annex A, Item VIII)</i>	Comply
	VI. Terms of Payment <i>(see attached Revised Annex A, Item IX)</i>	Comply
	VII. Pre-Termination of the Contract <i>(see attached Revised Annex A, Item X)</i>	Comply

**I hereby certify to comply and deliver all the above requirements.**

Infobahn Communication Inc.  
Name of Company/Bidder

Dexter D. Dantes  
Signature over Printed Name of Representative

10-25-19  
Date





**TERMS OF REFERENCE**  
*(Revised)*

**I. PROJECT TITLE**

Supply, Delivery, Installation, Testing, and Commissioning of IP-CCTV Surveillance System for the DBM Central Office

**II. OBJECTIVE**

To replace the obsolete/existing Analog-CCTV system with the latest IP-CCTV technology that are capable with video content analytics, intrusion detection, unattended baggage detection and object removal detection. And to put additional cameras on the blind spot areas to fully monitor the whole vicinity of DBM Central Office and to secure the confidentiality of Intermediate Distribution Frame (IDF) room from unauthorized personnel.

**III. DELIVERY PERIOD**

The delivery, installation, testing and commissioning of IP-CCTV Surveillance System shall be within five (5) months from receipt of the Notice to Proceed (NTP).

**Ic. SPECIFICATIONS**

Ic.1 Six (6) units of branded and brand new Network Video Recorder (NVR) with the following minimum specifications:

- 4.1.1 Capable to start the recording in response to situation triggered by motion detection.
- 4.1.2 Supports multiple Video Content Analytics (VCA) events.
- 4.1.3 Must be Open Network Video Interface Forum (ONVIF) compliant (Profile S/G).
- 4.1.4 Must have a capability to export video to various formats (e.g. AVI, MP4, MJPEG).
- 4.1.5 Rack-mountable chassis.
- 4.1.6 Up to thirty two (32) units of IP Camera per NVR can be connected.
- 4.1.7 Supports decoding format H.265, H.265+, H.264, H.264+ and MPEG4
- 4.1.8 Full channel recording at up to 12MP resolution.
- 4.1.9 Should have 2 Gigabit Ethernet network interfaces.
- 4.1.10 Should have VGA and HDMI video interfaces.
- 4.1.11 Should have USB 2.0 and USB 3.0 interfaces.
- 4.1.12 Hard Disk Drive (HDD) hot swap with RAID0, RAID1, RAID5, RAID6 and RAID10 storage scheme configurable.
- 4.1.13 Up to 8 Serial Advanced Technology Attachment (SATA) interfaces and 1 eSATA for HDD connection.
- 4.1.14 Eight (8) x 10 TB Enterprise Grade Hard Disk Drive (HDD) for each NVR, HDD must be designed to ensure seamless video footage capture in 24x7 surveillance workloads.
- 4.1.15 AC Input Voltage: 100 – 240 V AC, 50 to 60 Hz.

Ic.2 Eight (8) units of branded and brand new Network Outdoor PTZ Camera with 3 channels panoramic camera and with the following minimum specifications:

- Ic.2.1 PTZ Camera:
  - Ic.2.1.1 2MP HD camera that can provide sharp images even in low-light environment
  - Ic.2.1.2 Image Sensor of 1/2.8" progressive scan CMOS
  - Ic.2.1.3 10 x optical zoom and 8 x digital zoom
  - Ic.2.1.4 1920X1088 (1080p) @ 30 frames per second (fps)

- Ic.2.1.5 50 meters IR Range
- Ic.2.1.6 Digital Wide Dynamic Range
- Ic.2.1.7 Support PTZ Linkage
- Ic.2.2 Three (3) Channel Panoramic Camera:
  - Ic.2.2.1 2MP HD camera that can provide sharp images even in low-light environment
  - Ic.2.2.2 1080p Resolution @ 30 fps
  - Ic.2.2.3 Image Sensor of 1/2.8" progressive scan CMOS
  - Ic.2.2.4 20 meters IR Range
  - Ic.2.2.5 Digital Wide Dynamic Range
- Ic.2.3 Video Compression: H.265+, H.265, H.264+, H.264, MJPEG
- Ic.2.4 Video Bitrate: 256 Kbps to 8192 Kbps
- Ic.2.5 3D Digital Noise Reduction
- Ic.2.6 ONVIF compliant (Profile S/G)
- Ic.2.7 Weather proof with Ingress Protection (IP) rating 66
- Ic.2.8 Impact Protection (IK) rating 10
- Ic.2.9 12 VDC Power over Ethernet (POE+ 802.3at) maximum of 27W

**Ic.3 Fourteen (14) units of branded and brand new Bullet Type IP Camera with the following minimum specifications:**

- Ic.3.1 4MP HD camera that can provide sharp images even in low-light environment
- Ic.3.2 1080p Resolution @ 30 fps
- Ic.3.3 Video Bitrate: 256 Kbps to 8192 Kbps
- Ic.3.4 2.8 to 12 mm Vari-Focal Lens
- Ic.3.5 Video Compression: H.265+, H.265, H.264+, H.264, MJPEG
- Ic.3.6 3D Digital Noise Reduction
- Ic.3.7 80 meters IR Range
- Ic.3.8 120 dB Wide Dynamic Range (WDR)
- Ic.3.9 ONVIF compliant (Profile S/G)
- Ic.3.10 Weather proof with Ingress Protection (IP) rating 66
- Ic.3.11 Impact Protection (IK) rating 10
- Ic.3.12 12 VDC and Power over Ethernet (PoE) (802.3af)
- Ic.3.13 Behavior Analysis: Intrusion detection, Unattended baggage/Object removal detection

**Ic.4 One hundred seven (107) units of branded and brand new Dome Type IP Camera with the following minimum specifications:**

- Ic.4.1 2MP HD camera that can provide sharp images even in low-light environment
- Ic.4.2 1080p Resolution @ 30 fps
- Ic.4.3 Video Bitrate: 256 Kbps to 8192 Kbps
- Ic.4.4 2.8 to 12 mm Vari-Focal Lens
- Ic.4.5 Video Compression: H.265+, H.265, H.264+, H.264, MJPEG
- Ic.4.6 3D Digital Noise Reduction
- Ic.4.7 30 meters IR Range
- Ic.4.8 120 dB Wide Dynamic Range (WDR)
- Ic.4.9 ONVIF compliant (Profile S/G)
- Ic.4.10 Weather proof with Ingress Protection (IP) rating 66
- Ic.4.11 Impact Protection (IK) rating 10
- Ic.4.12 12 VDC and Power over Ethernet (PoE) (802.3af)
- Ic.4.13 Behavior Analysis: Intrusion detection, Unattended baggage/Object removal detection

**Ic.5 Sixteen (16) units of branded and brand new Dome Type IP Camera with the following minimum specifications:**

- Ic.5.1 2MP HD camera that can provide sharp images even in low-light environment
- Ic.5.2 1080p Resolution @ 30 fps
- Ic.5.3 2.8 to 12 mm Vari-Focal Lens
- Ic.5.4 Video Bitrate: 256 Kbps to 8192 Kbps
- Ic.5.5 Video Compression: H.265+, H.265, H.264+, H.264, MJPEG
- Ic.5.6 3D Digital Noise Reduction
- Ic.5.7 30 meters IR Range
- Ic.5.8 120 dB Wide Dynamic Range (WDR)
- Ic.5.9 ONVIF compliant (Profile S/G)
- Ic.5.10 Weather proof with Ingress Protection (IP) rating 66
- Ic.5.11 Impact Protection (IK) rating 10
- Ic.5.12 12 VDC and Power Over Ethernet (PoE) (802.3at)
- Ic.5.13 128 GB on-board storage Micro SD/SDHC/SDXC (class 10)
- Ic.5.14 Power over Ethernet (PoE) Injector:
  - AC Input Voltage: 100-240 V AC, 50 to 60 Hz
  - PoE Output: 15.4W / 48 V DC
  - Ideal for use with IP cameras, delivers power up to 100 feet
  - Auto-detects the required power supply
  - Plug and Play, no configuration required
  - Data Rates: 10/100 Mbps

**Ic.6 Twelve (12) units of branded and brand new 24 ports Power over Ethernet (POE) Network Switch with the following minimum specifications:**

- Ic.6.1 Rack-mountable Layer 2 switch.
- Ic.6.2 4 x 10 Gigabit Small Form-Factor Pluggable Plus (SFP+) uplinks.
- Ic.6.3 Forty (40) units of short range transceiver SFP-10G-SR.
- Ic.6.4 Twenty-four (24) 10/100/1000 Ethernet Ports.
- Ic.6.5 Support both IEEE 802.3af Power over Ethernet (PoE) and IEEE 802.3at PoE+ (up to 30W per port).
- Ic.6.6 Perpetual PoE support with a power up to 740W.
- Ic.6.7 Support for IEEE 802.3ad Link Aggregation Control Protocol (LACP)
- Ic.6.8 Standard 802.1d Spanning Tree support
- Ic.6.9 Should be compatible with DBM existing Network Solution (integration, manageability and routing)

**Ic.7 Two (2) units of branded and brand new 12 ports 10G SFP+ Switch with the following minimum specifications:**

- Ic.7.1 Rack-mountable and Stackable Layer 3 switch.
- Ic.7.2 12 x 10 Gigabit Small Form-Factor Pluggable Plus (SFP+)
- Ic.7.3 Eight (8) units of long range transceiver SFP-10G-LR
- Ic.7.4 Eight (8) units of short range transceiver SFP-10G-SR
- Ic.7.5 Support for IEEE 802.3ad Link Aggregation Control Protocol (LACP)
- Ic.7.6 Standard 802.1d Spanning Tree support
- Ic.7.7 Stacked and stackpower cables
- Ic.7.8 Redundant Hot-swappable Power Supply
- Ic.7.9 Should be compatible with DBM existing Network Solution (integration, manageability and routing).

Ic.8 Seven (7) units of branded and brand new 55 inch Digital Signage TV with the following minimum specifications:

- Ic.8.1 Ultra HD Resolution (3840x2160)
- Ic.8.2 Brightness: 450cd/m<sup>2</sup>
- Ic.8.3 Panel Technology: In-Plane Switching (IPS)
- Ic.8.4 Internal Memory: 8GB (System 4GB + Available 4GB)
- Ic.8.5 Connectivity Input: HDMI /HDCP2.2, DP /HDCP1.3, RGB/DVI
- Ic.8.6 HDTV Formats: 720p, 1080i, 1080p, 2160p
- Ic.8.7 Power Supply: 100-240V~, 50/60Hz
- Ic.8.8 Quick lock push Video Wall Mounting System

Ic.9 Eight (8) units of branded and brand new Client Workstation that are capable to operate 24/7 with the following minimum specifications:

- Ic.9.1 8th generation Intel Core i7 - 3.2 GHZ Processor.
- Ic.9.2 16GB DDR4 2133/2400MHz memory.
- Ic.9.3 2 Terabyte Solid State Hybrid Drive.
- Ic.9.4 PCIe Quad Monitor Video Card 6GB GDDR5
- Ic.9.5 Digital Video Disc Drive DVD-RW 24X SATA
- Ic.9.6 24" LED Monitor
- Ic.9.7 USB Keyboard and Mouse
- Ic.9.8 10/100/1000 Gigabit Ethernet
- Ic.9.9 Windows 10 Professional/Enterprise Edition 64 bit
- Ic.9.10 Video Management Software

Ic.10 One (1) unit of branded and brand new Keyboard, Video, Mouse (KVM) Console with the following minimum specifications:

- Ic.10.1 USB KVM cables
- Ic.10.2 Standard Keyboard Layout
- Ic.10.3 Form Factor: 1U 17" Rackmount LED Monitor
- Ic.10.4 Graphics display resolution of at least 1366 X 768
- Ic.10.5 On Screen Display (OSD) menu
- Ic.10.6 Video – Standard VGA with resolution of at least 1280x1024 WXGA

Ic.11 Two (2) units of branded and brand new Uninterrupted Power Supply (UPS) with the following specifications:

- Ic.11.1 2100 Watts/ 3000VA, Input /Output 220V, 2U rack mountable UPS.
- Ic.11.2 LCD status Display that will provide key UPS status at a glance.
- Ic.11.3 Automatic voltage regulation the gives higher application availability by correcting low and high voltage conditions without using the battery.
- Ic.11.4 Power conditioning that will protect connected loads from surges, spikes, lightning, and other power disturbance.
- Ic.11.5 Audible alarms to know if the unit is on battery, if the battery is low or in there is an overload condition.
- Ic.11.6 Resettable circuit breakers that enables a quick recovery from overload events.
- Ic.11.7 Battery failure notification that will provide early-warning fault on batteries enabling timely preventive maintenance.

Ic.11.8 Hot-swappable batteries to ensure uninterrupted power to protected equipment while batteries are being replaced.

**Ic.12 Other required materials but not limited to the following:**

- Ic.12.1 One (1) unit of branded and brand new 3 HP split type inverter airconditioner.
- Ic.12.2 One (1) unit of 32 RU wall-mount network cabinet with fan
- Ic.12.3 One (1) unit of 16 RU wall-mount network cabinet with fan
- Ic.12.4 Twelve (12) units of 24 ports Cat6 Rackmountable Patch Panel including the patch cables
- Ic.12.5 One (1) unit of 24 ports Rackmountable Fiber Patch Panel with LC couplers (Single-mode and Multi-Mode)
- Ic.12.6 Twelve (12) units of 12 ports Rackmountable Fiber Patch Panel with Multi-mode LC couplers
- Ic.12.7 Forty (40) units of 2M LC to LC fiber patch cord.
- Ic.12.8 Four (4) units of 2 screen monitor stand.
- Ic.12.9 Wires/cable and termination such as Fiber Optic Cable (800 meters to 1,000 meters Armored OS2 Single-Mode, 8-core) and (OM3 Multi-Mode, 4-core), HDMI/VGA cables, UTP Cable Category 6, RJ 45, terminal box and keystone jack.
- Ic.12.10 Roughing-in materials such as cable trays, cable ties, moldings, EMT pipes, connectors, junction boxes, hangers and support.
- Ic.12.11 Electrical materials such as terminal lugs, electrical panel and breakers.
- Ic.12.12 Biometric access control system with atleast 64 GB Micro SD/SDHC/SDXC (class 10) and electro magnetic door lock.
- Ic.12.13 Carpentry/masonry materials such as studs, tracks, hardiflex, rivet, door frame, door, door knob, putty and paints.

**5. SCOPE OF WORK**

- 5.1 The CONTRACTOR shall conduct pre-implementation meeting with DBM representatives so that all the necessary preparations, ideal set-up, contractor's familiarization, and other implementation matters are clearly discussed and finalized;
- 5.2 The CONTRACTOR shall provide a work-plan of activities for the duration of the project and a Deployment and/or Solution Architecture within a week from the pre-implementation meeting with DBM representatives. Said work-plan shall be validated and subject for approval of designated DBM official.
- 5.3 The CONTRACTOR shall deliver, install, test and commission the IP-CCTV Surveillance System including but not limited to the following within five (5) months from the issuance of Notice to Proceed (NTP):

- Installation, roughing-in (includes the concrete cable tray from building to building), termination and testing of fiber optic cables as the backbone of IP-CCTV Surveillance System:

FROM	TO	TYPE OF CABLE
ARCACHE Building	DBM Data Center	Armored OS2 Single-Mode, 8 cores
DBM Building 1	DBM Data Center	OM3 Multi-Mode, 4 cores
DBM Building 3	DBM Data Center	OM3 Multi-Mode, 4 cores
DMB Gymnasium	DBM Building 3	OM3 Multi-Mode, 4 cores
DBM Building 2 IDFs (1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> and 4 <sup>th</sup> floor)	DBM Data Center	OM3 Multi-Mode, 4 cores

- Installation, roughing-in and termination of UTP cables, patch panel and network switches (from the designated location of camera to IDF).

- Installation of electrical panels, breakers, lugs, wires and roughing-in materials for electrical supply tapping from nearest source.
- Installation, configuration and commissioning of IP Cameras, NVRs and Client Workstations. Positioning and focusing of cameras shall be subject for approval of designated DBM official.
- All minor masonry, carpentry, civil works, paintings and restoration.
- Renovation of Monitoring Room, installation of video wall mounting system, biometric door lock and 3HP split type air-conditioning unit.
- Dismantling of existing cameras, cables and all other components of CCTV (after the new Surveillance System was already installed and operational).

The CONTRACTOR must have the following Certified Professionals for the IP-CCTV Surveillance System installation, configuration, testing and commissioning: (certificates must be submitted in the submission of bid documents and subject for post qualification)

- Manufacturer-Certified IP-CCTV Surveillance Administrator or Professional;
- CISCO Certified Network Associate or Professional (routing and switching)

5.4 The CONTRACTOR shall provide/render twenty-four hours a day, seven days a week (24x7) technical support service during warranty period, as specified in Section 7.9 of this TOR. Technical support can be delivered in a form of telephone call, electronic mail, and/or on-site support.

The CONTRACTOR shall resolve every problem on software and hardware components within six (6) hours after it was reported during the warranty period. It shall refer to a condition wherein the reported problem is resolved by the CONTRACTOR to the satisfaction of the DBM. Problem and resolution shall be logged in the DBM Help Desk Facility.

5.5 The CONTRACTOR shall replace the defective parts/accessories of the same or better brand, model features, quality and functionalities if not repaired within the allowable resolution time of six (6) hours during the warranty period at no additional cost to the DBM.

5.6 The CONTRACTOR shall provide service unit of at least the same brand, model, features and functionalities or its equivalent in case of equipment breakdown at no additional cost to the DBM. The service unit shall be made available and operational within six (6) hours from the time the problem has been reported by the DBM for the equipment undergoing repair during the warranty period.

However, mandatory replacement of defective unit with a brand new unit of the same or better brand or model shall be made, if not repaired beyond one (1) month from the time the service unit was provided, at no additional cost to the DBM.

5.7 The CONTRACTOR shall resolve all reported issues encountered/unresolved under section 5.4 to 5.6 even the warranty ends.

5.8 The CONTRACTOR shall provide Technical Training at known Training Center for the IP-CCTV Surveillance System based on the following schedule:

Technical Training	Schedule:	No. of Participants	Duration
1. Basic and Advance Administration of IP-CCTV Surveillance System.	<ul style="list-style-type: none"> <li>• Within two (2) months from the receipt of NTP.</li> <li>• Within three (3) months from the receipt of NTP.</li> <li>• Within four (4) months from the receipt of NTP.</li> </ul>	At least five (5) participants per conduct.	Minimum of two(2) days

The CONTRACTOR shall issue individual training certificates and training materials for each of the participants.

- 5.9 The CONTRACTOR shall provide as-built documentation of IP-CCTV Surveillance System set-up/ diagram in both hard and soft copies including information in the deployment, system resource/overhead requirements of the software/IT equipment employed in the project as well as procedures for installation, uninstallation, configuration, integration, usage, backup and restoration within five (5) months from the receipt of NTP.
- 5.10 A Certificate of Acceptance shall be issued by the Director of Information and Communication Technology Systems Service (ICTSS).

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51. SERVICE LEVEL AGREEMENT

51.1 DBM shall maintain a Service Level Agreement (SLA) with the CONTRACTOR, with provisions for liquidated damages for their non-compliance.

Component	Description	Liquidated Damages
6.1.1 Delivery, Installation Testing and Commissioning	The CONTRACTOR shall deliver, install, test and commission the IP-CCTV Surveillance System including but not limited to the following within five (5) months from the issuance of NTP.	One percent (1%) of the total contract price shall be imposed per day of delay.
6.1.2 Technical Support	The CONTRACTOR shall resolve every problem on software and hardware components within six (6) hours after it was reported during the warranty period. It shall refer to a condition wherein the reported problem is resolved by the CONTRACTOR to the satisfaction of the DBM.	1/10 <sup>th</sup> of 1% of the total contract price shall be imposed for every hour of delay. Said penalty shall be deducted from the special bank guarantee.
6.1.3 Replacement of Parts	The CONTRACTOR shall replace the defective parts/accessories of the same or better brand, model features, quality and functionalities if not repaired within the allowable resolution time of six (6) hours during the warranty period at no additional cost to the DBM.	1/10 <sup>th</sup> of 1% of the total contract price shall be imposed for every hour of delay. Said penalty shall be deducted from the special bank guarantee.
6.1.4 Service Unit	The CONTRACTOR shall provide service unit of at least the same brand, model, features and functionalities or its equivalent in case of equipment breakdown at no additional cost to the DBM. The service unit shall be made available and operational within six (6) hours from the time the problem has been reported by the DBM for the equipment undergoing repair during the warranty period.	1/10 <sup>th</sup> of 1% of the total contract price shall be imposed for every hour of delay. Said penalty shall be deducted from the special bank guarantee.
6.1.5 Technical Training	The CONTRACTOR shall provide Technical Training for the Basic and Advance Administration of IP-CCTV Surveillance System within the specified schedules.	1/10 <sup>th</sup> of 1% of the total contract price shall be imposed per day of delay.
6.1.6 Documentation	The CONTRACTOR shall provide as-built documentation of IP-CCTV Surveillance System set-up/ diagram in both hard and soft copies including information in the deployment, system resource/overhead requirements of the software/IT equipment employed in the project as well as procedures for installation, uninstallation, configuration, integration, usage, backup and	1/10 <sup>th</sup> of 1% of the total contract price shall be imposed per day of delay.



	restoration within five (5) months from the receipt of NTP.	
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## §II. WARRANTIES OF THE CONTRACTOR

- §II.1 The CONTRACTOR warrants that it shall conform strictly to the terms and conditions of this TOR.
- §II.2 The CONTRACTOR warrants, represents and undertakes reliability of the services and that their manpower complements are hardworking, qualified/reliable and dedicated to do the service required to the satisfaction of the DBM. It shall employ well-behaved and honest employees with ID displayed conspicuously while working within the compound. It shall not employ DBM employees to work in any category whatsoever.
- §II.3 The CONTRACTOR in the performance of its services shall secure, maintain at its own expense all registration, licenses or permits required by National or Local Laws and shall comply with the rules, regulations and directives of Regulatory Authorities and Commissions. The CONTRACTOR undertakes to pay all fees or charges payable to any instrumentality of government or to any other duly constituted authority relating to the use or operation of the installation.
- §II.4 The CONTRACTOR's personnel shall take all necessary precautions for the safety of all persons and properties at or near their area of work and shall comply with all the standard and established safety regulations, rules and practices.
- §II.5 The CONTRACTOR shall coordinate with the authorized and/or designated DBM personnel in the performance of their jobs.
- §II.6 The CONTRACTOR shall be liable for loss, damage or injury due directly or indirectly through the fault or negligence of its personnel. It shall assume full responsibility thereof and the DBM shall be specifically released from any and all liabilities arising therefrom.
- §II.7 The CONTRACTOR shall neither assign, transfer, pledge, nor sub-contract any part or interest therein.
- §II.8 The CONTRACTOR shall identify the technical support personnel that will be given authority to access and operate the IP-CCTV Surveillance System. DBM shall be informed thru a formal notice on the change or replacement of technical personnel five (5) days prior the actual rendering of technical support services.
- §II.9 The CONTRACTOR shall provide a one (1) - year comprehensive warranty which shall include support, provision of service unit and parts replacement for the hardware/appliance which shall be covered by special bank guarantee equivalent to 10% of the total contract price. The said amount shall be released after the lapse of the warranty period. Provided, however that the goods supplied are free from patent and latent defect and all conditions imposed under the contract have been fully met.

The warranty shall commence on the day the DBM issues the Certificate of Acceptance.

## §III. CONFIDENTIALITY OF DATA

- §III.1 All project personnel of CONTRACTOR shall be required to sign a Non-Disclosure Agreement (NDA).
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§III.2 The CONTRACTOR agrees to hold the Proprietary Information in strict confidence. The CONTRACTOR furthermore agrees not to reproduce, translate or disclose the Proprietary Information to 3rd parties without prior written approval of the DBM.

#### IX. TERMS OF PAYMENT

IX.1 The CONTRACTOR shall be paid upon completion of delivery, installation, testing and commissioning of IP-CCTV Surveillance System subject to the required Final Withholding VAT (Services) of five percent (5%) and Expanded Withholding Tax of two percent (2%).

IX.2 Payment shall be made within a reasonable time from the submission of the documentary requirements such as, but not limited to the following, based on existing accounting and auditing laws, rules and regulations:

- IX.2.1 Delivery Receipts
- IX.2.2 Sales Invoice/Billings
- IX.2.3 Certificate of Acceptance issued by the ICTSS Director
- IX.2.4 Non-Disclosure Agreement

IX.3 No advance payment shall be made as provided for in Section 88 of PD 1445.

#### X. PRE-TERMINATION OF CONTRACT

X.1 The contract for the Procurement of IP-CCTV Surveillance System may be pre-terminated by the DBM for any violation of the terms of the contract. In case of pre-termination, the CONTRACTOR shall be informed by the DBM thirty (30) days prior to such pre-termination.

X.2 In case of pre-termination, the CONTRACTOR shall be liable to an additional liquidated damages equivalent to one percent (1%) of the contract price as provided by the Government Accounting Manual (GAM) and forfeiture of the Performance Security.

X.3 The DBM shall have the right to blacklist the CONTRACTOR in case of pre-termination.

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# Technical Specification

Item #	Brand Name	Description	Quantity
		<b>DBM CCTV</b>	
		<b>NVR</b>	
1	Hikvision	DS-9632NH-B HIKVISION Embedded 4K NVR • Third-party network cameras supported, Up to 12 Megapixels resolution recording, Support 2-ch HDMI, 2-ch VGA, HDMI1 at up to 4K(3840x2160) resolution. Up to 64 IP cameras can be connected with 320M, incoming bandwidth, Up to 8 SATA interfaces. Support HDD hot swap with RAID0,1,5,6,10 storage, scheme configurable, Support various VCA detection alarm and VCA search, Support H.265/H.264/MPEG4 video formats Western Digital WD Purple 10TB Surveillance Hard Disk Drive 5400 rpm SATA III 3.5" - WD100PURZ	6
		<b>Network Outdoor PTZ Camera</b>	
2	Hikvision	DS-2PT5326IZ-DE HIKVISION Panoramic Camera: Three 1/2.8" progressive scan CMOS, UP to 3-ch 1920 x 1080@30fps resolution, Min. Illumination: Color: 0.005 Lux @(F1.6, AGC ON), B/W: 0.001 Lux @(F1.6, AGC ON), 0 Lux with IR, Horizontal FOV: 80.7° x 3 Vertical FOV: 43.5°, Up to 30 m IR radius PTZ Camera: 1/2.8" progressive scan CMOS, Up to 1920 x 1080@30fps resolution, Min. Illumination: Color: 0.005 Lux @(F1.6, AGC ON), B/W: 0.001 Lux @(F1.6, AGC ON), 0 Lux with IR, 10x optical zoom, 8x digital zoom, Up to 50 m IR HIKVISION Vertical Pole Mount	8
		<b>Bullet Type IP Camera</b>	
3	Hikvision	DS-2CD2645FWDIZS (2.8-12mm) HIKVISION 4 MP IR Vari-focal Bullet Network Camera, 1/2.8" Progressive Scan CMOS, 1920 x 1080 resolution, 2.8 to 12 mm focal length, Powered by Darkfighter, H.265, H.265+, H.264+, H.264, 120dB Wide Dynamic Range, BLC/3D DNR/ROI/HLC, IP67, IK10, 4 behavior analyses and face detection	14
		<b>Dome Type IP Camera</b>	
4	Hikvision	DS-2CD2725FWDIZS (2.8-12mm) HIKVISION 2 MP IR Vari-focal Dome Network Camera, 1/2.8" Progressive Scan CMOS, 1920 x 1080 resolution, 2.8 to 12 mm focal length, Powered by Darkfighter, H.265, H.265+, H.264+, H.264, 120dB Wide Dynamic Range, BLC/3D DNR/ROI/HLC, IP67, IK10, 4 behavior analyses and face detection	107
		<b>Dome Type IP Camera</b>	
5	Hikvision	DS-2CD2773CO-IZS (2.8-12mm) HIKVISION 2 MP IR Vari-focal Dome Network Camera, 1/2.8" Progressive Scan CMOS, 1920 x 1080@30fps, 2.8 to 12 mm vari-focal lens, Color: 0.01 Lux @(F1.2, AGC ON), 0.018 Lux @(F1.6, AGC ON), 0 Lux with IR, H.265+, H.265, H.264+, H.264, Three streams, 120dB WDR, 2 Behavior analyses, and face detection, BLC/3D DNR/ROI/HLC, IP67, IK10, Built-in micro SD/SDHC/SXC card slot, up to 128 GB, 3-Axis adjustment	16
		Ubiquiti Networks PoE Adapters 48 volt PoE .5A forRocke-Ti and UAP-Pro	10

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		Surge Protection	18
6	Cisco	24 ports Power over Ethernet (POE) Network Switch Catalyst 9200 24-port PoE+, Network Essentials SNTC-6X5XNED Catalyst 9200 24-port PoE+, Network Essa (12) C9200 Network Essentials, 24-port Poese Catalyst 9200 4 x 10G Network Module North America AC Type A Power Cable Config 5 Power Supply Blank C9200 Cisco DNA Essentials 24-Port Term Licenses C9200 Cisco DNA Essentials 24-Port 3 Year Term License (30) 10GBASE-SR SFP Module compatible (x4)	12
7	Cisco	12 ports 10G SFP+ Switch Cisco Catalyst 3850 12 Port 10G Fiber Switch IP Base SNTC-6X5XNED Cisco Catalyst 3850 12 Port 10G Fiber Sw (12) UNIVERSAL 350W AC Config 1 Secondary Power Supply North America AC Type A Power Cable 500M Type 1 Stacking Cable Catalyst Stack Power Cable 30 CM 350W AC Config 1 Power Supply Cisco Catalyst 3850 Network Module Blank C3850-24XS LAN Base to IP Base E- Delivery License DNA SUBSCRIPTION OPTOUT 10GBASE-LR SFP Module compatible (x8) 10GBASE-SR SFP Module compatible (x16)	2
8	Samsung	55 inch Digital Signage TV Samsung UD55E-B 55" 500nit, 24/7, 2.3mm(U/L), 1.2mm(R/B), 21.5kg, VESA600X400, Haze 25%, DP 1.2 Digital Daisy Chain 55 inch Digital Signage TV, Ultra HD Resolution (3840x2160), Brightness: 500cd/m2, Panel Technology: In Plane Switching (IPS), Internal Memory: 8GB (System 4GB + Available 4GB), Connectivity Input: HDMI/HDCP 2.1, DP/HDCP 1.3, RGB/DVI, 112 TV Formats: 720p, 1080i, 1080p, 2160p, Power Supply: 100-240V, 50/60Hz, Quick lock push Video Wall Mounting System CHIEF LSM1U Micro-Adjust Fixed Wall Mount, Large	7
9	HP	Client Workstation that are capable to operate 24/7 HP EliteDesk 800 G4 Tower Country Kit PHIL EliteDesk 800 TWR G4 G5 Chassis HP DisplayPort to VGA Adapter 2nd 16GB (1x16GB) DDR4 2666 DIMM Memory APJ USB Business Slim Wired Keyboard PHIL ENERGY STAR Certified Label Single Unit (Tower) G4/G5 Packaging Intel Core i7 8700 3.2 2666MHz 6C 65W CPU Windows 10 Pro G4 PHIL Win10 64-bit OS (DVD-4X3D) PHIL Intel Ethernet I210-T1 PCIe x1 GeNIC HP Optical Wired Mouse USB Intel CFL Core i7 Label HEATSINK G5 Wall SATA 3.5 BAY SATA Cable K1 3 Yr (material & labor cost) 24hr Warranty SMC HP VGA Port 9.5mm DVD Writer G1 800 R/W Power SD A Card Reader	8



		500W ESTR EPA90 2TB M.2 2380 PCIe NVMe TLC Solid State Drive AMD Radeon RX580 RGB FH 3DP 1HDM? PCIe x16 GFX HP EliteDisplay E243i (24-Inch WIDE LED) Monitor	
		Keyboard, Video, Mouse (KVM) Console	
10	ATEN	PS/2 VGA SLIDEAWAY™ Console; 17" TFT-LCD, KB, & Touchpad; (w/ 1.8m USB KVM Cable)	1
11	APC	Uninterrupted Power Supply (UPS) SMC3000RM2U APC Smart-UPS C 3000VA Rack mount LCD 230V, 2100 Watts with rail kit	2
		Other required materials but not limited to the following:	
12	Kolin	3 HP split type inverter air conditioner Kolin KSM B130 4T IM 3.0 HP Split Type Air Conditioner	1
13		32 RU wall-mount network cabinet with fan and One (1) unit of 16 RU wall-mount network cabinet with fan. The type should be perforated metal with glass door. The Contractor should determine the size that should fit the following: For 32 RU: 1. 3 units of Workstation 2. 2 units of patch panel (fiber and CAT6) 3. 1 unit of 3KVA UPS For 16 RU: 1. 2 units of patch panel (fiber and CA16) 2. 1 unit of 3KVA UPS	1
14		24 ports Cat6 Rackmountable Patch Panel including the patch cables	12
15		24 ports Rackmountable Fiber Patch Panel with LC couplers (Single-mode and Multi-Mode)	1
16		12 ports Rackmountable Fiber Patch Panel with Multi-mode LC couplers	12
17		2M LC to LC fiber patch cord.	40
18		2 screen monitor stand. Dual-Monitor Array - Free Standing	4
19		Wires/cable and termination such as Fiber Optic Cable (800 meters to 1,000 meters Armored OS2 Single-Mode, B-core) and OM3 Multi-Mode, 4-core), HDMI/VGA cables, UTP Cable Category 6, RJ 45, Terminal Box and keystone jack.	1
20		Roughing in materials such as cable trays, cable ties, moldings, EMT pipes, connectors, junction boxes, hangers and support.	1
21		Electrical materials such as terminal fugs, electrical panel and breakers.	1
22	ZK	Biometric access control system with atleast 64 GB Micro SD/SDHC/SDXC (class 10) and electro magnetic door lock. Zk C3-200 with complete set, Controller, Reader, RFID reader usb, SD card	1
23		Carpentry/masonry materials such as studs, tracks, handi-flex, rivet door frame, door, door knob, putty and paints.	1

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October 25, 2019

## Manpower Requirements

BAC Chairman  
DEPARTMENT OF BUDGET AND MANAGEMENT  
General Solano St. San Miguel Manila

Dear Sir/Madam:

The following persons belongs to **INFOBAHN COMMUNICATIONS INC.** personnel who are qualified and may be assigned to provide support for the "**Supply ,Delivery, Installation ,Testing and Commissioning of IP-CCTV surveillance System for DBM Central Offices**"

<b>Name</b>	<b>Position</b>	<b>Contact no.</b>
Raul Ocampo	Technical Director	09178955700
Jose Carganilla II	Project Manager	09569749981
Lester Echanes	Technical Engineer	09178519911
Marken Palacio	Technical Engineer	09178519900
Jorge Batuigas	Technical Engineer	09178519905

This statement is being issued as a requirement in the 2<sup>nd</sup> envelope – Technical Proposal.

  
**Dexter Dantes**  
Account Manager

**MANUFACTURER'S CERTIFICATION**

This is to certify that HANGZHOU HIKVISION TECHNOLOGY CO., LTD. with principal office address at No. 555 Qianmo Road, Binjiang District, Hangzhou 310052, China, an established and reputable manufacturer of Surveillance System hereby certify that:

JORGE BATUIGAS  
LESTER ECHANES  
MARKEN PALACIO

From INFOBHAN COMMUNICATIONS INC.  
Which is located in 2nd Flr., Fil-American Bldg., 923 Aurora Blvd., Cubao 1109

is a Certified IP CCTV Surveillance Administrator and Professional to install and administer HIKVISION products. This certification is honored by HANGZHOU HIKVISION TECHNOLOGY CO., LTD.

This certification is issued for the public bidding of Department of Budget and Management (DBM) for the Supply, Delivery, Installation, Testing, And Commissioning of IP-CCTV Surveillance System for the DBM Central Office.

This Certification is valid for this project only.

杭州海康威视科技有限公司  
Sincerely, HANGZHOU HIKVISION TECHNOLOGY CO., LTD.

Hikvision Digital Technology  
  
[www.hikvision.com](http://www.hikvision.com)





Cisco Certifications

Raul Ocampo

has successfully completed the Cisco certification exam requirements and is recognized as a

Cisco Certified Network Associate Routing and Switching



Date Certified February 23, 2000  
Valid Through January 7, 2022  
Cisco ID No. CSC010004424

Chuck Robbins  
Chief Executive Officer  
Cisco Systems, Inc.

Validate this certificate's authenticity at  
[www.cisco.com/go/verifycertificate](http://www.cisco.com/go/verifycertificate)  
Certificate Verification No.: 434717700181BMZG

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## After Sales and Warranty Statement

**Infobahn Communications Inc.** will provide warranty and services in accordance with Terms of Reference:

Infobahn shall provide/render twenty-four hours a day, seven days a week (24x7) technical support service during warranty period, as specified in Section 7.9 of this TOR. Technical support can be delivered in a form of telephone call, electronic mail, and/or on-site support.

Infobahn shall resolve every problem on software and hardware components within four (4) hours after it was reported during the warranty period. It shall refer to a condition wherein the reported problem is resolved by the CONTRACTOR to the satisfaction of the DBM. Problem and resolution shall be logged in the DBM Help Desk Facility.

Infobahn shall replace the defective parts/accessories of the same or better brand, model features, quality and functionalities if not repaired within the allowable resolution time of four (4) working hours during the warranty period at no additional cost to the DBM.

Infobahn shall provide service unit of at least the same brand, model, features and functionalities or its equivalent in case of equipment breakdown at no additional cost to the DBM. The service unit shall be made available and operational within (4) working hours from the time the problem has been reported by the DBM for the equipment undergoing repair during the warranty period.

However, mandatory replacement of defective unit with a brand new unit of the same or better brand or model shall be made, if not repaired beyond one (1) month from the time the service unit was provided, at no additional cost to the DBM.

Infobahn shall resolve all issues encountered/unresolved under section 5.4 to 5.6 even after the warranty ends.

DBM shall maintain a Service Level Agreement (SLA) with Infobahn with provisions for liquidated damages for their non-compliance.

Component	Description	Liquidated Damages
6.1.1 Delivery, Installation Testing and Commissioning	Infobahn shall deliver, install, test and commission the IP-CCTV Surveillance System including but not limited to the following within five (5) months from the issuance of NTP.	One percent (1%) of the total contract price shall be imposed per day of delay.
6.1.2 Technical Support	Infobahn shall resolve every problem on software and hardware components within four (4) hours after it was reported during the warranty period. It shall refer to a condition wherein the reported problem is resolved by the CONTRACTOR to the satisfaction of the DBM.	1/10 <sup>th</sup> of 1% of the total contract price shall be imposed for every hour of delay. Said penalty shall be deducted from the special bank guarantee.
6.1.3 Replacement of Parts	Infobahn shall replace the defective parts/accessories of the same or better	1/10 <sup>th</sup> of 1% of the total contract price shall be

	brand, model features, quality and functionalities if not repaired within the allowable resolution time of four (4) working hours during the warranty period at no additional cost to the DBM.	imposed for every hour of delay. Said penalty shall be deducted from the special bank guarantee.
6.1.4 Service Unit	Infobahn shall provide service unit of at least the same brand, model, features and functionalities or its equivalent in case of equipment breakdown at no additional cost to the DBM. The service unit shall be made available and operational within (4) working hours from the time the problem has been reported by the DBM for the equipment undergoing repair during the warranty period.	1/10 <sup>th</sup> of 1% of the total contract price shall be imposed for every hour of delay. Said penalty shall be deducted from the special bank guarantee.
6.1.5 Technical Training	Infobahn shall provide Technical Training for the Basic and Advance Administration of IP-CCTV Surveillance System within the specified schedules.	1/10 <sup>th</sup> of 1% of the total contract price shall be imposed per day of delay.
6.1.6 Documentation	Infobahn shall provide as-built documentation of IP-CCTV Surveillance System set-up/ diagram in both hard and soft copies including information in the deployment, system resource/overhead requirements of the software/IT equipment employed in the project as well as procedures for installation, uninstallation, configuration, integration, usage, backup and restoration within five (5) months from the receipt of NTP.	1/10 <sup>th</sup> of 1% of the total contract price shall be imposed per day of delay.

- I.1 Infobahn warrants that it shall conform strictly to the terms and conditions of this TOR.
- I.2 Infobahn warrants, represents and undertakes reliability of the services and that their manpower complements are hardworking, qualified/reliable and dedicated to do the service required to the satisfaction of the DBM. It shall employ well-behaved and honest employees with ID displayed conspicuously while working within the compound. It shall not employ DBM employees to work in any category whatsoever.
- I.3 Infobahn in the performance of its services shall secure, maintain at its own expense all registration, licenses or permits required by National or Local Laws and shall comply with the rules, regulations and directives of Regulatory Authorities and Commissions. The CONTRACTOR undertakes to pay all fees or charges payable to any instrumentality of government or to any other duly constituted authority relating to the use or operation of the installation.
- I.4 Infobahn's personnel shall take all necessary precautions for the safety of all persons and properties at or near their area of work and shall comply with all the standard and established safety regulations, rules and practices.
- I.5 Infobahn shall coordinate with the authorized and/or designated DBM personnel in the performance of their jobs.
- I.6 Infobahn shall be liable for loss, damage or injury due directly or indirectly through the fault or negligence of its personnel. It shall assume full responsibility thereof and the DBM shall be specifically released from any and all liabilities arising therefrom.

- 1.7 Infobahn shall not assign, transfer, pledge, or sub-contract any part or interest therein.
- 1.8 Infobahn shall identify the technical support personnel that will be given authority to access and operate the IP-CCTV Surveillance System. DBM shall be informed thru a formal notice on the change or replacement of technical personnel five (5) days prior the actual rendering of technical support services.
- 1.9 Infobahn shall provide a one (1) - year comprehensive warranty which shall include support, provision of service unit and parts replacement for the hardware/appliance which shall be covered by special bank guarantee equivalent to 10% of the total contract price. The said amount shall be released after the lapse of the warranty period. Provided, however that the goods supplied are free from patent and latent defect and all conditions imposed under the contract have been fully met.

The warranty shall commence on the day the DBM issues the Certificate of Acceptance.

**Infobahn Communications Inc.** certifies that all Item are **Brand new** and in **Good Condition**, however, any Item that result in any **defects covered within the Warranty Period**, **Infobahn Communications Inc.** shall replace the said Item if prove to be defective based on the said defects.

**The client agrees to have the unit/equipment pulled-out by Infobahn Engineers for configuration purpose should the need arises.**

Should there be a case that would require Infobahn Engineers to be on-site (outside Metro Manila) transportation, board and lodging, per diem and other incidental expenses of the Technical Engineer shall be for the account of the client.

**If the client requires a higher level of service that provided above, the client may opt to avail of a premium level of support from Infobahn.**

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#### **NOT INCLUDED IN WARRANTY**

In the event that any components of the Equipment or other apparatus becomes defective due to, or as result of any one or all of the following, the costs of such repair or replacement shall be charged to the client, to wit

Accident, negligence, abuse, misuse, misapplication, incorrect connection, or improper use on the part of any person other than the staff of the vendor  
Excessive voltage/current of main supply.  
Fire, flood, lightning, or any act of God or any other cause beyond the control of either the client or the vendor  
The client's failure to maintain proper on-site environment conditions for the Equipment or the other apparatus

**Repair or alteration work performed by other parties other than vendor's representative**

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#### **OTHER SERVICE WORKS:**

The following services are not included in this proposal:

- Disconnection, reconnection, and/or relocation;
- Overhauling, refurbishing, and/or cleaning;
- Any customization or installation of software not supplied by the vendor
- Services for non-vendor supplied products installed or connected into or to vendor's supplied products; and;
- Other works outside business hours;
- Other works not explicitly specified in the proposal

All the above shall be considered special services and shall be subject to charges which shall be as follows:

*During Office Hours (8:30am–5:30pm, Mondays to Fridays)*

PhP 2,500.00 for the first 2 hours

PhP 1,000.00 succeeding hour/s

*Beyond Working Hours (Mondays to Fridays)*

PhP 3,500.00 for the first 2 hours

PhP 1,500.00 succeeding hour/s

*Beyond Working Hours (Weekends and Holidays)*

PhP 4,500.00 for the first 2 hours

***PhP 2,000.00 succeeding hour/s***

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**Warranty Certificate**

To: Department of Budget and Management (DBM)

This is to certify that in accordance with Hikvision Digital Technology Co., Ltd., all products of Hikvision that were designed, manufactured and tested under Hikvision policy of international standard, are warranty or quality assurance as per product compliance.

We authorize INFOBHAN COMMUNICATIONS INC. as partner/reseller of Hikvision.

Stated below are the product lines of Hikvision with 2 years warranty.

DS-2CD2645FWD-IZS

DS-2CD2725FWD-IZS

DS-2CD2723G0-IZS

Stated below are the product lines of Hikvision with 3 years warranty.

DS-9632NI-I8

DS-2PT5326IZ-DE

Above Claim is valid upon Hikvision policy. Hence, further investigation and proper procedure for warranty policy will be apply if products are not treated or misguided on its own functionality.

杭州海康威视科技有限公司

HANGZHOU HIKVISION TECHNOLOGY CO., LTD.

Hikvision Digital Technology Co. Ltd.



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**MANUFACTURER'S AUTHORIZATION FORM**

**Date:** 1 August 2019

**To:** **DBM-SAC Secretariat**  
**Department of Budget and Management**  
**DBM Building III, General Solano St., San Miguel, Manila**

**Subject:** **Supply, Delivery, Installation, Testing, and Commissioning of IP-CCTV Surveillance System for the DBM Central Office**

Cisco International Limited, registered in England and Wales (Company Number 06640658), having a principal place of business at 9-11 New Square Park, Bedfont Lakes, Feltham, England TW14 8HA, United Kingdom ("Cisco"), who is a provider of networking products and services, hereby confirms that, as of the date of this letter, INFOBAHN COMMUNICATIONS INC ("Reseller") wishes to participate in the Bid or Project stated above and has entered into an Indirect Channel Partner Agreement which entitles Reseller to do the following:

- (1) resell and/or distribute Cisco products and/or services in PHILIPPINES to end users within that territory;
- (2) bid, negotiate and conclude a contract with you for the above products/services manufactured or supplied by Cisco. The Reseller is an independent contractor and has no authority to commit and/or bind Cisco or its affiliates in any way.

Cisco will, within the scope of its agreement with its authorized channels, provide support and product warranty services for Cisco products obtained through its authorized channels.

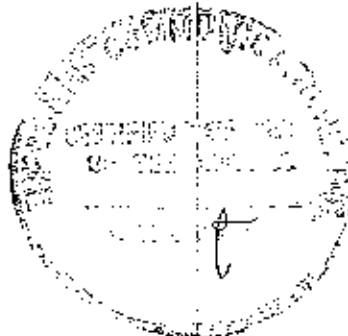
This Authorization shall be accurate as of the date appearing at the top of this letter and for six (6) weeks from such date.

If you need any additional information, please do not hesitate to contact Your respective Account Manager at + 60 2 750 5800. For more information about Cisco's channel partner program, please visit the following URL: <http://www.cisco.com/web/partners/index.html>.

Duly authorized to sign this authorization for and on behalf of: **Cisco International Limited**

**James Glenister**  
**DIRECTOR.MGMT-FINANCE**

**CISCO**  
Cisco International Limited  
9-11 New Square Park  
Bedfont Lakes, Feltham  
Middlesex, TW14 8HA  
United Kingdom





**LETTER FOR CHANNEL PURCHASING**

**Date:** 1 August 2019

**To:** DBM-BAC Secretariat  
Department of Budget and Management  
DBM Building III, General Solano St., San Miguel, Manila

**Bid Number or Project Name:** Supply, Delivery, Installation, Testing, and Commissioning of IP-CCTV Surveillance System for the DBM Central Office

Cisco International Limited, registered in England and Wales (Company Number 08840858), having a principal place of business at 9-11 New Square Park, Bedford Lakes, Feltham, England TW14 8HA, United Kingdom ("Cisco") hereby confirms that, as of the date of this letter, INFOBAHN COMMUNICATIONS INC is a Select certified Cisco channel partner and that Cisco and INFOBAHN COMMUNICATIONS INC have entered into an agreement for the purchase and resale of Cisco Products and/or Services (the "Agreement").

This means that INFOBAHN COMMUNICATIONS INC has complied with the Cisco certification procedure and is duly authorized to purchase and resell Cisco products in PHILIPPINES as well as negotiate the terms and conditions of support and maintenance services on Cisco products, including warranties, in accordance with the terms and conditions of such Agreement.

Furthermore, INFOBAHN COMMUNICATIONS INC is specialized in the following Cisco technologies:

- Cisco Express Specialization—Networking Express Track

Please note that the present confirmation is not permanent, and that the status of Cisco's authorized channel is reviewed on a regular basis. This information is accurate as of the date appearing at the top of this certificate and shall be valid for six (6) weeks from such date.

If you need any additional information, please do not hesitate to contact Your respective Account Manager at + 60 2 750 5800.

**James Glenister**  
DIRECTOR, MGMT-FINANCE

Cisco International Limited

**CISCO**  
Cisco International Limited  
9-11 New Square Park  
Bedford Lakes, Feltham  
Middlesex, TW14 8HA  
United Kingdom



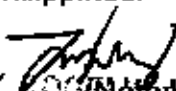
## CERTIFICATION

I hereby certify that **Infobahn Communications, Inc.** will comply to the requirements stated on the Technical specifications for the **Supply, Delivery, Installation, Testing, and Commissioning of IP-CCTV Surveillance System for the DBM Central Office (Project ID No.: 2019-40)** including all other clarifications, warranty, modifications & amendments provided in the issued Bid Documents /Supplemental Bid Bulletin if any.

This certification is released upon request of the **DEPARTMENT OF BUDGET AND MANAGEMENT** for whatever purpose this may serve them.

  
**JOEL JOHN I. BAUTISTA**  
AFFIANT

SUBSCRIBED AND SWORN TO before me, a Notary Public in and for the City of QUEZON CITY this OCT 24 2019, affiant exhibited to me his Passport No. P3650734A issued on July 11, 2017 at Manila, Philippines.

  
**ARBY, ROG (Notary Public)**  
NOTARY PUBLIC IN QUEZON CITY

Until 12-31-2020  
PTR No. 055256 Jan. 2020  
Date NOV 27 2019  
Place Quezon City  
TIN 129-071-009

Doc. No. 351  
Page No. 77  
Book No. XV  
Series of 2019

4



*Section IV. General Conditions of Contract*

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## 1. Definitions

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

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

- (n) "Verified Report" refers to the report submitted by the Implementing Unit to the HoPE setting forth its findings as to the existence of grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.

## 2. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the Government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019.
  - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.
  - (iii) "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.
  - (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
  - (v) "obstructive practice" is
    - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an

administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or

(bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.

(b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.

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

### 3. Inspection and Audit by the Funding Source

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

### 4. Governing Law and Language

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

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

### 5. Notices

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

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

## 6. Scope of Contract

- 6.1. The Goods and Related Services to be provided shall be as specified in Error! Reference source not found..
- 6.2. This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. Any additional requirements for the completion of this Contract shall be provided in the SCC.

## 7. Subcontracting

- 7.1. Subcontracting of any portion of the Goods, if allowed in the BDS, does not relieve the Supplier of any liability or obligation under this Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants or workmen.
- 7.2. If subcontracting is allowed, the Supplier may identify its subcontractor during contract implementation. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract. In either case, subcontractors must submit the documentary requirements under ITB Clause 12 and comply with the eligibility criteria specified in the BDS. In the event that any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Goods shall be disallowed.

## 8. Procuring Entity's Responsibilities

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

## 9. Prices

- 9.1. For the given scope of work in this Contract as awarded, all bid prices are considered fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances and upon prior approval of the GPPB in accordance with Section 61 of R.A. 9184 and its IRR or except as provided in this Clause.

- 9.2. Prices charged by the Supplier for Goods delivered and/or services performed under this Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any change in price resulting from a Change Order issued in accordance with GCC Clause 29.

## 10. Payment

- 10.1. Payments shall be made only upon a certification by the HoPE to the effect that the Goods have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted. Except with the prior approval of the President no payment shall be made for services not yet rendered or for supplies and materials not yet delivered under this Contract. Ten percent (10%) of the amount of each payment shall be retained by the Procuring Entity to cover the Supplier's warranty obligations under this Contract as described in GCC Clause 17.
- 10.2. The Supplier's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and/or Services performed, and by documents submitted pursuant to the SCC provision for GCC Clause 6.2, and upon fulfillment of other obligations stipulated in this Contract.
- 10.3. Pursuant to GCC Clause 10.2, payments shall be made promptly by the Procuring Entity, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier. Payments shall be in accordance with the schedule stated in the SCC.
- 10.4. Unless otherwise provided in the SCC, the currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.
- 10.5. Unless otherwise provided in the SCC, payments using Letter of Credit (LC), in accordance with the Guidelines issued by the GPPB, is allowed. For this purpose, the amount of provisional sum is indicated in the SCC. All charges for the opening of the LC and/or incidental expenses thereto shall be for the account of the Supplier.

## 11. Advance Payment and Terms of Payment

- 11.1. Advance payment shall be made only after prior approval of the President, and shall not exceed fifteen percent (15%) of the Contract amount, unless otherwise directed by the President or in cases allowed under Annex "D" of RA 9184.
- 11.2. All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.
- 11.3. For Goods supplied from abroad, unless otherwise indicated in the SCC, the terms of payment shall be as follows:
- (a) On Contract Signature: Fifteen Percent (15%) of the Contract Price shall be paid within sixty (60) days from signing of the Contract and upon submission of a claim and a bank guarantee for the equivalent



amount valid until the Goods are delivered and in the form provided in Section VIII. Bidding Forms.

- (b) On Delivery: Sixty-five percent (65%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the SCC provision on Delivery and Documents.
- (c) On Acceptance: The remaining twenty percent (20%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the Procuring Entity's authorized representative. In the event that no inspection or acceptance certificate is issued by the Procuring Entity's authorized representative within forty five (45) days of the date shown on the delivery receipt, the Supplier shall have the right to claim payment of the remaining twenty percent (20%) subject to the Procuring Entity's own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the SCC provision on Delivery and Documents.

## 12. Taxes and Duties

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

## 13. Performance Security

- 13.1. Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any the forms prescribed in the ITB Clause 33.2.
- 13.2. The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the winning bidder is in default in any of its obligations under the contract.
- 13.3. The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.
- 13.4. The performance security may be released by the Procuring Entity and returned to the Supplier after the issuance of the Certificate of Final Acceptance subject to the following conditions:
  - (a) There are no pending claims against the Supplier or the surety company filed by the Procuring Entity;
  - (b) The Supplier has no pending claims for labor and materials filed against it; and
  - (c) Other terms specified in the SCC.

- 13.5. In case of a reduction of the contract value, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

#### **14. Use of Contract Documents and Information**

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

#### **15. Standards**

The Goods provided under this Contract shall conform to the standards mentioned in Section VII. Technical Specifications; and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the institution concerned.

#### **16. Inspection and Tests**

- 16.1. The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Entity. The SCC Section VII. Technical Specifications shall specify what inspections and/or tests the Procuring Entity requires and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 16.2. If applicable, the inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity. The Supplier shall provide the Procuring Entity with results of such inspections and tests.
- 16.3. The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in this Clause provided that the Procuring Entity shall bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

- 16.4. The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to GCC Clause 5.
- 16.5. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, shall release the Supplier from any warranties or other obligations under this Contract.

## **17. Warranty**

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

## **18. Delays in the Supplier's Performance**

- 18.1. Delivery of the Goods and/or performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in Error! Reference source not found.
- 18.2. If at any time during the performance of this Contract, the Supplier or its Subcontractor(s) should encounter conditions impeding timely delivery of the Goods and/or performance of Services, the Supplier shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, and upon causes provided for under GCC Clause 22, the Procuring Entity shall evaluate the situation and may extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of Contract.
- 18.3. Except as provided under GCC Clause 22, a delay by the Supplier in the performance of its obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 19, unless an extension of time is agreed upon pursuant to GCC Clause 29 without the application of liquidated damages.

## **19. Liquidated Damages**

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

## **20. Settlement of Disputes**

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

settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under this Contract.

- 20.4. In the case of a dispute between the Procuring Entity and the Supplier, the dispute shall be resolved in accordance with Republic Act 9285 ("R.A. 9285"), otherwise known as the "Alternative Dispute Resolution Act of 2004."
- 20.5. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Procuring Entity shall pay the Supplier any monies due the Supplier.

## 21. Liability of the Supplier

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

## 22. Force Majeure

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

## **23. Termination for Default**

- 23.1. The Procuring Entity shall terminate this Contract for default when any of the following conditions attends its implementation:
- (a) Outside of *force majeure*, the Supplier fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price;
  - (b) As a result of *force majeure*, the Supplier is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days after receipt of the notice from the Procuring Entity stating that the circumstance of *force majeure* is deemed to have ceased; or
  - (c) The Supplier fails to perform any other obligation under the Contract.
- 23.2. In the event the Procuring Entity terminates this Contract in whole or in part, for any of the reasons provided under GCC Clauses 23 to 26, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Entity for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of this Contract to the extent not terminated.
- 23.3. In case the delay in the delivery of the Goods and/or performance of the Services exceeds a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the Supplier, the Procuring Entity may terminate this Contract, forfeit the Supplier's performance security and award the same to a qualified Supplier.

## **24. Termination for Insolvency**

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

## **25. Termination for Convenience**

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

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

- (a) to have any portion delivered and/or performed and paid at the contract terms and prices; and/or
- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed and/or performed goods and for materials and parts previously procured by the Supplier.

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

## 26. Termination for Unlawful Acts

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

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

## 27. Procedures for Termination of Contracts

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

- (a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;

- (b) Upon recommendation by the Implementing Unit, the HoPE shall terminate this Contract only by a written notice to the Supplier conveying the termination of this Contract. The notice shall state:
- (i) that this Contract is being terminated for any of the ground(s) afore-mentioned, and a statement of the acts that constitute the ground(s) constituting the same;
  - (ii) the extent of termination, whether in whole or in part;
  - (iii) an instruction to the Supplier to show cause as to why this Contract should not be terminated; and
  - (iv) special instructions of the Procuring Entity, if any.
- (c) The Notice to Terminate shall be accompanied by a copy of the Verified Report;
- (d) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the HoPE a verified position paper stating why this Contract should not be terminated. If the Supplier fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the HoPE shall issue an order terminating this Contract;
- (e) The Procuring Entity may, at any time before receipt of the Supplier's verified position paper described in item (d) above withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Supplier's receipt of the notice;
- (f) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the HoPE shall decide whether or not to terminate this Contract. It shall serve a written notice to the Supplier of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Supplier of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate;
- (g) The HoPE may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the HoPE; and
- (h) The Supplier must serve a written notice to the Procuring Entity of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The Contract is deemed terminated if it is not resumed in thirty (30) calendar days after the receipt of such notice by the Procuring Entity.



**28. Assignment of Rights**

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

**29. Contract Amendment**

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

**30. Application**

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

*Section V. Special Conditions of Contract*

## Special Conditions of Contract

GCC Clause	
1.1(g)	The Procuring Entity is the Department of Budget and Management (DBM).
1.1(i)	The Supplier is
1.1(j)	The Funding Source is:  The Government of the Philippines (GOP) through the authorized appropriations under the FY 2019 General Appropriations Act in the amount of Twenty Four Million Five Hundred Thousand Pesos (P24,500,000.00).
1.1(k)	The Project Site is:  Department of Budget and Management Information and Communications Technology Systems Service 3 <sup>rd</sup> Floor, Boncodin Hall, General Solano St. San Miguel, Manila.
2.1	No further instructions.
5.1	The Procuring Entity's address for Notices is:  Department of Budget and Management Information and Communications Technology Systems Service Boncodin Hall General Solano St., San Miguel, Manila Tel No. (02)657-3300 loc. 2360  Contact Person: Director Andrea Celso M. Magtias, ICTSS  The Supplier's address for Notices is:
6.2	Delivery of all services shall be made the Service Provider in accordance with the terms specified in Section VI. Schedule of Requirements. The term of the contract shall be for twelve (12) months.  The Contract price for the services shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services. The Supplier warrants that all of the benefits and terms granted herein are at least as favorable as the benefits and terms granted by it to any previous buyer of the Goods described in this Agreement.  The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from the Use of the Goods or any part thereof.
9.1	Should the Supplier, during contract implementation, enter into a subsequent contract with any other government agency, which provides for benefits or terms more favorable than those contained in this

	<p>Contract, such as, a lower price for the same scope of services, then this Contract shall be deemed to be modified to provide the Procuring Entity with these more favorable benefits and terms.</p> <p>The Supplier shall notify the Procuring Entity promptly of the existence of such more favorable benefits and terms. If requested in writing by the Procuring Entity, the Supplier shall implement such more favorable benefits and terms, and the same shall be considered automatically incorporated in this Agreement.</p>
10.3	Terms of Payment shall be in accordance with the provisions under Item IX of the Annex A (Terms of Reference).
10.4	Not applicable.
10.5	Payment using LC is not allowed.
11.3	Maintain the GCC Clause.
13.4(e)	No further instructions.
15	No further instructions
16.1	No further instructions.
17.3	No further instructions.
17.4	As indicated under Item VII of the Annex A (Terms of Reference).
19.0	The imposition of liquidated damages in all instances shall be in accordance with Item VI. Service Level Agreement of the Annex A (Terms of Reference).
21.1	The Supplier shall be responsible and liable for cost of repair due to damages caused by its own staff while implementing the project



REPUBLIC OF THE PHILIPPINES  
DEPARTMENT OF BUDGET AND MANAGEMENT  
GENERAL SOLANO STREET, SAN MIGUEL, MANILA

BIDS AND AWARDS COMMITTEE

DEC 09 2019

NOTICE OF AWARD

**MR. DEXTER D. DANTES**  
Account Manager  
Infobahn Communications, Inc.  
7/F Fil-American Bldg.  
923 Aurora Blvd. cor. La Salle St.  
Cubao, Quezon City

Dear Mr. Dantes:

We are pleased to inform you that the contract for the Project, "Supply, Delivery, Installation, Testing, and Commissioning of IP-CCTV Surveillance System for the DBM Central Office," is hereby awarded to Infobahn Communications, Inc. in the amount of P21,688,000.00.

In this regard, you are hereby required to post a performance security in the amount and form stated in Section 39 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 prior to the signing of the contract.

Thank you and God Bless.

Very truly yours,



**WENDEL E. AVISADO**  
Secretary

RCBY: DEXTEL / 12/09/19  
DECEMBER 11 2019

**Philippine British Assurance Company, Inc.**

ENC5 Tower Unit 201, 160 Mother Ignacia Avenue  
 Brgy. South Triangle, Quezon City, NCR  
 Tel. No.: (02) 938-8393 Mobile: 09162623531; 09228478922  
 Website: www.philbritish.com E-mail: qas@philbritish.com  
 VAT REG. TIN 000-803-300-00030

NOF 00001163

**OFFICIAL RECEIPT**

Payor : INFOBAHN COMMUNICATIONS, INC.  
 Address : 2/F FIL-AMERICAN BLDG., 923 AURORA BLVD, COR. LA SALLE ST.,  
 CUBAO, QUEZON CITY  
 TIN :  
 Particulars : PREMIUM PAYMENT

Receipt No : ORHOF00001163  
 Date : 12/18/2019  
 Business Style : INFOBAHN COMMUNICATIONS,  
 INC.

Total Amount : PHP 45,724.14

Account Credited : AG0001743 P-QAS-19-1-70-7005-000029	Total Credited	45,724.14
Premium	:	35,785.20
IGT	:	71.57
VAT	:	4,294.22
Notarial Fee - Bonds	:	300.00
PBAC Service Fee - Other	:	800.00
Documentary Stamp Tax	:	4,473.15
Total	:	45,724.14
Less: Withholding Tax	:	.00
Total Amount Due	:	45,724.14

**CHEQUE/CASH DETAILS**

**AMOUNT**

Bank	Cheque	Cheque Date	AMOUNT
CA			45,724.14

VATable Sales	:	35,785.20
VAT Amount	:	4,294.22
Zero Rated Sales	:	.00
VAT Exempt Sales	:	.00
Total Amount Payment	:	45,724.14

**IMPORTANT**

- 1) Check Payments received but was dishonored by the bank automatically cancel this Official Receipt.
- 2) This Official Receipt is being issued on the assumption that there is / are no known loss / losses affecting the policy (ies) for which this payment is being applied, otherwise this Official Receipt is automatically considered null and void.
- 3) Acceptance of this payment shall not waive the company's right to deny liability on any claim under the policy arising before such payments or after the expiration of the credit term of the policy.
- 4) This Official Receipt is not valid unless signed by an authorized signatory.

Authorized Signatory

Note: This Official Receipt Cancels our  
 Provisional Receipt No. \_\_\_\_\_

PAYORS COPY

BIR Permit No.: 1910\_P125\_PTV\_CAS\_007658 Date Issued: October 18, 2019  
 Inclusive Series: 00-000001-99999999 Valid Until: September 30, 2024  
 Effective Date: October 1, 2019

"THIS OFFICIAL RECEIPT IS VALID FOR CLAIM OF INPUT TAX"  
 "THIS OFFICIAL RECEIPT IS VALID FOR FIVE (5) YEARS FROM DATE OF PTV"



# Philippine British Assurance Company, Inc.

DOCUMENTARY STAMP  
PHP 4,473.50



19000103691812/18/2018:54DB111P/SIC6703RDO125

## PERFORMANCE BOND

Premium	:	35,785.20
Doc. Stamps	:	4,473.15
VAT	:	4,294.22
NOT. FEES	:	300.00
LGT	:	71.57
MISC	:	800.00
TOTAL	:	45,724.14

PBACI Bond No : G(13)18511

### KNOW ALL MEN BY THESE PRESENTS:

That we, INFOBAHN COMMUNICATIONS, INC. of 2/F Fil-American Bldg. 923 Aurora Blvd. Cor. La Salle St. Cubao, Quezon City, as Principal, and Philippine British Assurance Company, Inc., a corporation duly organized and existing under and by virtue of the laws of the Philippines, as Surety, are held and firmly bound unto DEPARTMENT OF BUDGET AND MANAGEMENT hereinafter referred to as the Oblige in the sum of Pesos Six Million Five Hundred Six Thousand Four Hundred Only (P 6,506,400.00), Philippine Currency, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

### THE CONDITIONS OF THIS OBLIGATION ARE AS FOLLOWS:

THIS BOND IS CONDITIONED TO GUARANTEE THE FAITHFUL PERFORMANCE OF THE HEREIN PRINCIPAL TO THE OBLIGEE TO UNDERTAKE THE SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF IP-CCTV SURVEILLANCE SYSTEM FOR THE DBM CENTRAL OFFICE.

THIS BOND IS CALLABLE ON DEMAND.

THIS BOND IS A PERFORMANCE SECURITY PURSUANT TO SECTION 39 OF THE IMPLEMENTING RULES AND REGULATIONS OF REPUBLIC ACT NO. 9184.

THIS BOND IS WARRANTED NO LOSS PRIOR TO ISSUE DATE.

THE LIABILITY OF THE HEREIN SURETY COMPANY UNDER THIS BOND SHALL BE LIMITED TO THE ACTUAL DAMAGE PROVEN BUT, IN NO CASE SHALL EXCEED THE AMOUNT OF PESOS: SIX MILLION FIVE HUNDRED SIX THOUSAND FOUR HUNDRED ONLY (PHP 6,506,400.00), PHILIPPINE CURRENCY.

WHEREAS, said contract requires said Principal to give a good and sufficient bond in the above-stated sum to secure the full and faithful performance on his part of said obligation

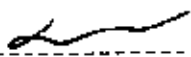
NOW, THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreement stipulated in said contract, then this obligation shall be null and void; otherwise, it shall remain full force and effect.

The liability of the Surety under this bond shall begin on December 10, 2019 and shall expire on UNTIL FINAL ACCEPTANCE OF THE PROJECT and the Surety does not assume responsibility incurred or created after said date; notice of claims against this bond must be give the Surety Company not later than ten (10) days from said expiry date

IN WITNESS WHEREOF, we have set our hands and signed our names on the 10th day of December 2018 at Makati City, Philippines.

INFOBAHN COMMUNICATIONS, INC.

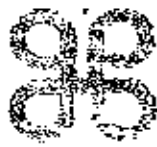
PHILIPPINE BRITISH ASSURANCE COMPANY INC.

  
JOEL JOHN B. BAUTISTA  
President

By:

  
ALAN SD. STA. ANA  
Underwriter

SIGNED IN THE PRESENCE OF:



# Philippine British Assurance Company, Inc.

## ACKNOWLEDGEMENT

PBACI BOND No. G(13)18611

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

This is to certify on this **10th day of December 2019** at CITY OF MAKATI, Philippines before me under signed authority, personally appeared:

NAME	REPRESENTING	GOVERNMENT ID No./TIN	ISSUED AT	DATE
1. JOEL JOHN I. BAUTISTA	INFOBAHN COMMUNICATIONS, INC.	132-017-597		
2. _____	_____	_____	_____	_____
3. _____	_____	_____	_____	_____

and **ALAN SD. STA. ANA** exhibiting Tin No. 126-201-343 issued at \_\_\_\_\_ on \_\_\_\_\_ representing PHILIPPINE BRITISH ASSURANCE COMPANY, INC. with Corporation Tax Certificate No. 00106210 issued at Makati City on 01/09/2019, who executed the foregoing document and acknowledge to me that they represent, for the uses and purposes therein mentioned. In witness whereof, I have hereunto set my hand and affixed my notarial seal on the date and place first above written.

Doc. No. 62 Page No. 14 Book No. 15 Series of 20 2019

*RR*  
Atty. DE REAL RODRIGO JR. S.  
Notary Public Makati 2019-2020  
APT No. M-118 IBP No. 053816 11/07/18  
IBP Roll No. 49763 MCLE No. V-0019342  
PTR NO. 7979585 - 12/05/18; MANILA

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

**ALAN SD. STA. ANA** - Underwriter of Philippine British Assurance Company Inc. having been duly sworn, states and deposes that the said PHILIPPINE BRITISH ASSURANCE COMPANY, INC., is a corporation organized and existing under and by virtue of the laws of the Philippines, with principal office at Makati City, and is duly authorized to execute and furnish surety bond for all purposes within said Island, and that it is actually worth the amount specified in the foregoing undertaking over and above all just debts and obligations and property exempt from execution.

PHILIPPINE BRITISH ASSURANCE COMPANY INC.

*RR*  
By: ALAN SD. STA. ANA  
Underwriter

SUBSCRIBED AND SWORN to before me this **10th day of December 2019**, at Philippines. Affiant exhibited to me his Government issued ID, and that of the Corporation above described.

Doc. No. 63 Page No. 14 Book No. 15 Series of 20 2019

*RR*  
Atty. DE REAL RODRIGO JR. S.  
Notary Public Makati 2019-2020  
APT No. M-113 IBP No. 053816 11/07/18  
IBP Roll No. 49763 MCLE No. V-0019342  
PTR NO 7979585 - 12/05/18; MANILA





## CERTIFICATION

This is to certify that **PHILIPPINE BRITISH ASSURANCE COMPANY, INC.** is licensed to transact non-life insurance business in the Philippines for **FIRE, MARINE, CASUALTY and SURETY** lines under **Certificate of Authority No. 2019/41-R** effective 1 January 2019 until **31 December 2021**, unless sooner revoked or suspended for cause.


It is certified, moreover, that **Philippine British Assurance Company, Inc.** is authorized under its license to issue surety bonds required by the Implementing Rules and Regulations of R.A. No. 9184, and that the insurance company had issued **PERFORMANCE BOND** with **PBACI BOND NO. G(13)18611** which is callable upon demand together with the principal **INFOBAHN COMMUNICATIONS, INC.** in favor of the obligee **DEPARTMENT OF BUDGET AND MANAGEMENT** in the amount of **SIX MILLION FIVE HUNDRED SIX THOUSAND FOUR HUNDRED PESOS ONLY (Php 6,506,400.00)** for the project: **SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF IP-CCTV SURVEILLANCE SYSTEM FOR THE DBM CENTRAL OFFICE**. Certified photocopy (or duplicate copy) of said bond was submitted by the company to the Insurance Commission.

This Certification is issued upon the request of **Teodoro R. Alonzo, Jr. - AVP Business Development Branches** of **Philippine British Assurance Company, Inc.**, pursuant to the Revised Implementing Rules and Regulations of R.A. No. 9184.

*Issued this 17<sup>th</sup> day of December, 2019*

*City of Manila, Philippines.*

*For the Insurance Commissioner:*

  
**JONALYN A. OQUIAS**  
IC Senior Insurance Specialist  
In-Charge of Office of Suretyship Unit  
Office of the Insurance Commissioner  
Paid under O.R. No. 0255002 A

IC-LRE-DP-001-F-15  
Rev. 1

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Big. 2019/41-R  
(No.) 2019/41-R



Republika ng Pilipinas  
Republic of the Philippines  
Kagawaran ng Pananalapi  
Department of Finance  
INSURANCE COMMISSION

ITO AY PATUNAY na ang **PHILIPPINE BRITISH ASSURANCE COMPANY, INC.**  
(This is to certify that

**NG LUNGSOD NG MAKATI, PILIPINAS**

na isang  
a

pang **DL-BUHAY**  
**NON-LIFE**

**(FIRE, MARINE, CASUALTY & SURETY)**

na kompanya ng seguro ay nakatugon sa lahat ng mga kailangang itinakda ng batas  
*insurance company, has complied with all requirements of law:*

ng Pilipinas kaugnay sa gayong mga kompanya ng seguro, kung kaya pinagkakalooban  
*of the Philippines relative to such insurance companies, and it is hereby granted*

nitong **KATIBAYAN NG PAGKAMAYKAPANGYARIHAN** upang makipagnegosyo ng  
*this CERTIFICATE OF AUTHORITY to transact*

uri ng seguro na itinakda sa itaas hanggang ikalabingdalawa ng hatinggabi, ng ikatatumpu't isang  
*the class of insurance business above set forth until twelve o'clock midnight, on the thirty-first*

araw ng Disyembre, taong dalawang libo't dalwampung-isa  
*day of December 2021*

maliban kung agad na bawlin o pigilin ng may makatuwirang dahilan.  
*unless sooner revoked or suspended for cause*



Bilang **KATUNAYAN NITO**, inilagda ko ang aking pangalan  
*In WITNESS WHEREOF, I have hereunto subscribed my name*

at ikinintal ang Opisyal na Tatak ng aking Tanggapan  
*and caused my Official Seal to be affixed,*

sa Lungsod ng Maynila, Pilipinas. Ito ay may bisa  
*at the City of Manila, Philippines. This becomes*

simula ita-isa ng Enero 2019.  
*effective on 1 January 2019.)*

**DENNIS B. FUNA**  
*Insurance Commissioner*

TAO No. 60 issued on  
June 26, 1990

**JAN 10 2019**

Date Issued \_\_\_\_\_

CERTIFIED PHOTOCOPY

BY: \_\_\_\_\_