Supply, Delivery, and Installation of Cabling System of DBM Regional Office VIII Local Area Network,

TV Cabling, and Electrical Cabling System (Lot 2)

CONTRACT AGREEMENT

THIS AGREEMENT made the

day of

4.2 ccp 2022 between

that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

- 3. In consideration for the sum of Seven Hundred Forty-five Thousand Six Hundred Eighty Pesos and 80/100 (₱745,680.80) Only or such other sums as may be ascertained, FREQ IT Solutions agrees to provide Supply, Delivery, and Installation of Cabling System of DBM Regional Office VIII Local Area Network, TV Cabling, and Electrical Cabling System in accordance with his/her/its Bid.
- The Department of Budget and Management Regional Office VIII agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

PATRICK DON RAUMEL P. CAYACO

for:

Department of Budget and Management Regional Office VIII

FREQ IT Solutions

BEFORE ME, a Notary Public for and in Tacloban City Philippines this ____ day of SEP 20222022 personally

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

	Name	Type of I.D.	No. Issued on
PATRICK	DON RAUMEL P. C	7/ACO 1102 - 16 - 001801	
IMELDA	C. LACERAS	W73 (EMAOYE	e IONO)

Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free and voluntary act and deed.

and 12 SEP 2022. WITNESS MY HAND AND SEAL, on

Doc. No. 422 Page No. 86 Book No. 1

appeared:

Series of 2022

ATTY. ROBBIN Sotar NOTARY PUBLIC NC 2022-06-07 UNTIL DECEMBER 31, 2023 2F FIL-CHINESE CHAMBER OF COMMERCE BLDG.,

JUSTICE ROMUALDEZ ST., TACLOBAN CITY ROLL NO. 75448/JULY 27 2020; IBP NO. 219287/MAY 11, 2022

PTR NO. 8269692 / APRIL 29, 2022

Section VI. Schedule of Requirements

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

Lot Number	Description	Quantity	Total	Delivered, Weeks/Months
2	Supply, Delivery, and Installation of Cabling System of DBM Regional Office VIII Local Area Network, TV Cabling, and Electrical Cabling System	1	1	To be delivered within sixty (60) calendar days upon receipt of Notice to Proceed and Purchase Order, to DBM Regional Office VIII, Marasbaras, Tacloban City



Section VII. Technical Specifications

Lot		Specification	Statement of Compliance
2	INS CA OF TV	PPLY, DELIVERY, AND STALLATION OF STRUCTURED BLING SYSTEM OF DBM REGIONAL FICE VIII LOCAL AREA NETWORK, CABLING, AND ELECTRICAL BLING SYSTEM	
	Sco	pe of Work:	
	1.	Dismantling and removal of old Data Cabinet Rack and Installation of new Data Cabinet Rack	
	2.	Transfer of DBM network components in the Server Room from the old Data Cabinet Rack to the new Data Cabinet Rack	
	3.	Dismantling and removal of current network cabling from all workstations and areas affected, and repair of areas affected (e.g. walls, columns, and etc.)	
	4.	The cabling system shall be well-structured that it should not clutter on the floor or in the ceiling and must be kept in place through PVC pipes, molding, and/or etc. whichever is applicable. Network and Data Cabinet must be structured using Patch panel and Patch cables. Proper Cable Management must be followed according to standard practice.	
	5.	Fiber connections to be established from Server room 22U Rack to 6U Rack in FAD 1st Floor. An extra fiber extra line/s to be ran between racks as spares.	
,	6.	Endpoints or Network drop must be terminated using Keystone RJ45 jack and must be connected using patch cables.	
	7.	All network drops/patch panel ports must be properly labeled, and Patch Panel Matrix must be prepared and included in the Technical Reports.	

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- 8. Network cables must be terminated using TIA/EIA 568A or 568B Standard.
- 9. Supply and Installation of electrical wiring and three-leg three-gang outlet (Two outlet per employee workstation)
- Supply, Installation, and configuration of new WiFi Access Points in the DBM Main Building (Finance and Administrative Division 1st Floor, Conference Room 1st Floor, Technical Division 2nd Floor, and Office of the Regional Director 2nd Floor)
- 11. Supply, Installation, and configurations of WiFi extension line (PLDT Line at FAD) from FAD area to Conference Room.
- 12. Supply and Installation of Telephone extension line (PLDT Line at Office of RD) from the Secretary of the Director's area to Assistant Regional Director's area.
- 13. Restructuring of TV cable wire and electrical wiring (FAD Area, Male and Female CR 1st Floor, and Office of the Regional Director)
- 14. Labelling of network cables on both endpoints.
- Submission of Technical Report/as-built plan. This includes Network layout/Single Line Diagram, wiring layout and Patch Matrix.
- 16. Provide training to end-users for two days (Friday only).

Materials and Labor:

- 1 pc. 22U Data Cabinet
- Lockable Front panel with Key
- 2 Slot for Exhaust
- Removable side doors
- Removable Top and Bottom with screw

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Color Color

- Dimension: L600xW600xH1057mm
- 1 pc. 6U Data Cabinet
- Front panel with Key
- Mounting Type: Wall Mounted
- 1 Slot for Exhaust
- Removable side panel
- Dimension: 600mm*600mm
- 3 pcs. Power Distribution Unit 19"" rack mounted
- At least 6 sockets.
- Capacity: 15 Amperes
- 1 pcs. Optical Distribution Frame (ODF) Fiber Patch Panel
- 12 core ODF optical fiber distribution
- frame SC/FC/LC adapters
- 19 inches
- 1 pc. Optical Distribution Frame (ODF) Fiber Patch Panel
- 4/6 core ODF optical fiber distribution
- frame SC/FC/LC adapters
- 19 inches
- 1 Media Converters Fiber to Copper 1GBPS (Pair)"
- "2 PoE 8-Port Unmanaged switch 1gbps with 1 SFP/SFP+ port
- 1 pc. USB Printer Cable (30 meters) or Print Server
- 4 pcs. Cable Label Plastic Tape
- 1 lot Fiber Cable Single/Multi-Mode backbone connection between racks

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16 roll/box Unshielded Twisted Pair/Shielded Twisted Pair Cat6/6e Pure Copper

4 pcs. Blank Patch Panel 24-Port Copper

75 pcs. RJ45 Keystone Jack for Patch Panel

75 pcs. RJ45 Keystone Jack for Workstation, Printers, Access Points and IP Phones nodes

150 pcs. RJ45 Connector

73 pcs. RJ45 Faceplate/Wall Plate

73 pcs. RJ45 Faceplate Surface Box

15 pcs. Subscriber Connector (SC) / Lucent/Little Connector (LC)

73 pcs. Patch Cable (various length)

73 pcs. Patch Cable 2.0 meters

4 pcs. WiFi Access Point

- Ceiling Mounted
- Powered through PoE
- Dual Bond 2.5GHZ/5.0GHZ

3 pcs. Uninterrupted Power Supply Unit

- Tower Type
- Output power capacity
- At least 500VA/700VA
- Voltage Input: 230V
- Voltage Output: 230V
- Output Frequency (sync to mains): 50/60 Hz"

"14 roll/box 3.5mm #12 Thermoplastic High Heat-Resistance Nylon coated (THHN) wires

96 pcs. 3-leg 3-Gangway Convenience Outlets

96 pcs. Utility Box Surface Type

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1 roll/box RG6 Cable

1 pc. CATV Signal Splitter

10 pcs. F Type Connector

1 lot PVC Moldings, Pipes, Flexible Hose and other consumables (screw, no more nails, etc.)

1 lot Consumable Items (electrical tape, cable ties, pipe clamps, others)

1 lot Labor, testing and commissioning for structured cabling and electrical works; dismantling and removal of current network and electrical cabling.

Warranty:

1 year warranty on parts (Materials, Data cabinets, other ICT components) and services

Delivery Period:

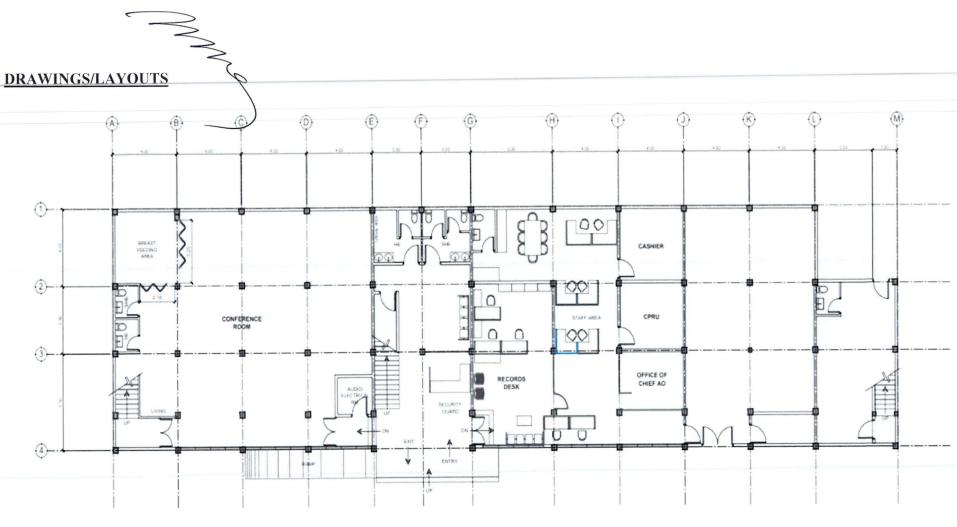
Sixty (60) calendar days upon receipt of Notice of Award and Purchase Order

Other Terms and Conditions:

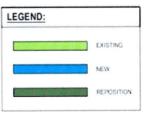
- 1. Site inspection is encouraged before the scheduled pre-bid conference.
- 2. Schedule of Site Inspection shall be from 9am to 10am or 4pm to 5pm only excluding weekends and holidays, and Mondays
- 3. Implementation and turnover shall be simultaneously done with the office system project thus close dependent coordination between the winning suppliers for this project and the office system project
- 4. DBM RO8 End User and Inspection Committee shall at all reasonable times during the supply, delivery, installation, and commissioning of the project be entitled to examine, inspect, measure, and test the materials and workmanship, and to check the progress of the said project.

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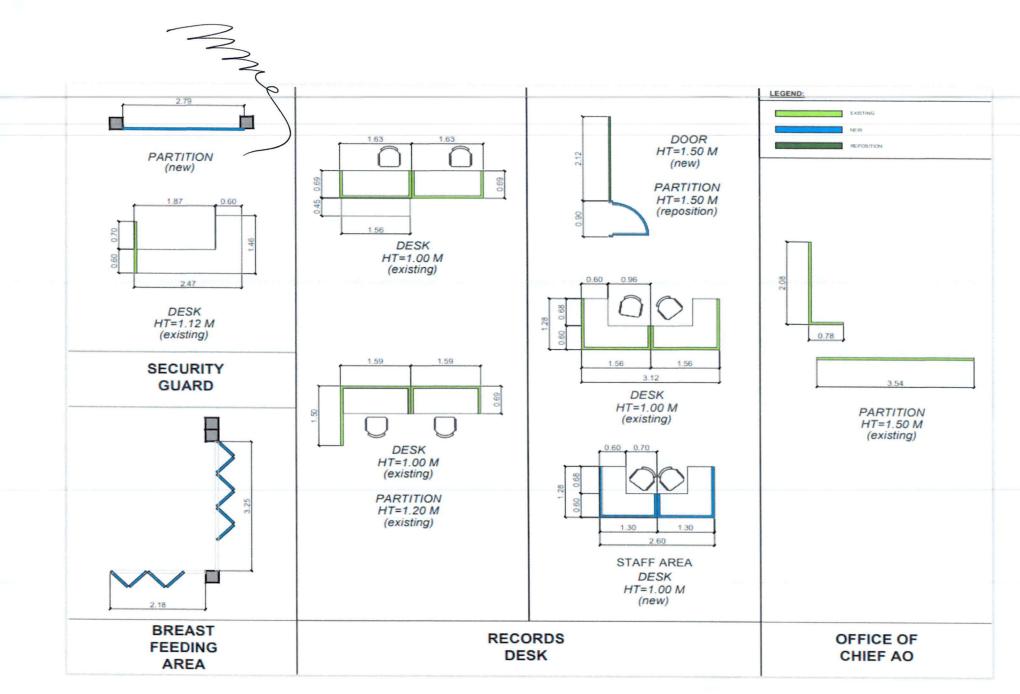


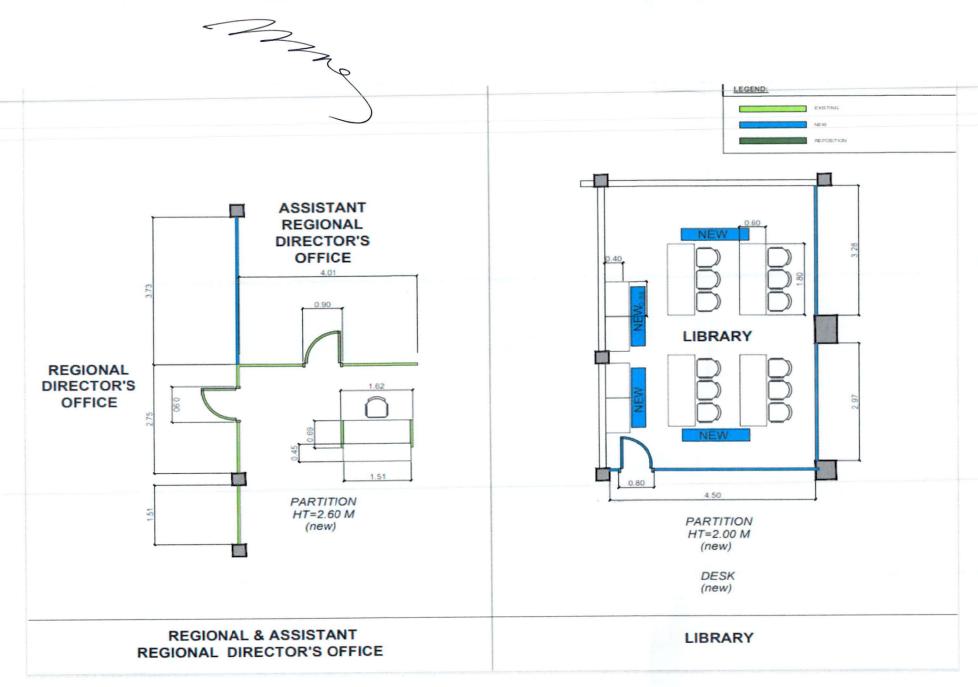


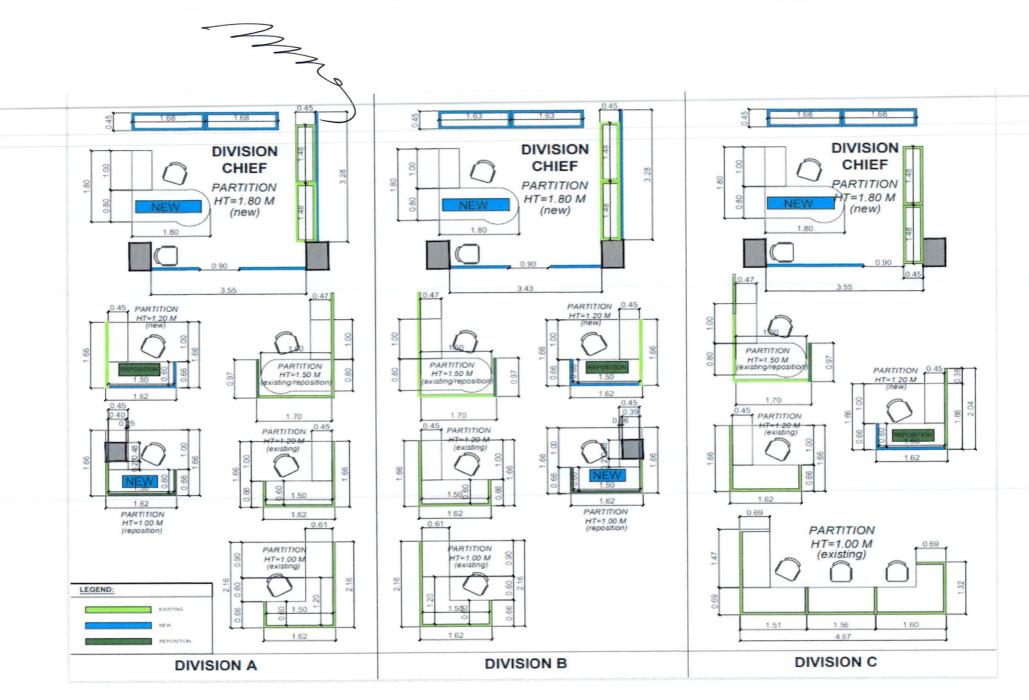












SUPPLY, DELIVERY, AND INSTALLATION OF STRUCTURED CABLING SYSTEM OF DBM REGIONAL OFFICE VIII LOCAL AREA
METWORK, TV CABLING, AND ELECTRICAL CABLING SYSTEM

(NETWORK LAYOUT)

Legend:

	Data Rack Cabinet (with components inside) (2 Units – 18U and 6U)	DESIGN BY	Existing Network-enabled (Wired Only) Heavy Duty Printers (6 Nodes)		PLDT (Stand Alone) Line (Cables overhead)
	Existing Desktop Computers (42 Nodes)	WFi	DBM Network WiFi Access Point (4 Nodes and Units)		Dropoff Point
	Existing AVAYA IP Phones (6 Nodes)	№ PLDT Wi Fi	PLDT Stand Alone WiFi Access Point (4 WiFi-enabled Lines, 1 New Extension Unit from FAD to Conference Area)	COSCO TO	Existing Biometrics Machine (1 Node)
₽ PLDT	(PLDT) Analog Telephone Handsets		DBM Network (Cables overhead) (With Additional 13 Nodes)		Printer Cable (Cable overhead)
	(5 Units, 1 New Extension Unit for ARD)		DBM Network (Cables in the workstations.)		,
	Existing Network-enabled Photocopier Machine (1 Node)		Uplink / Downlink	=	Existing Kyocera TaskAlfa 1800 Printer



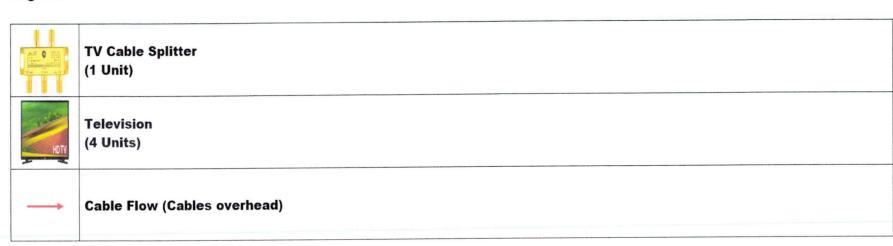


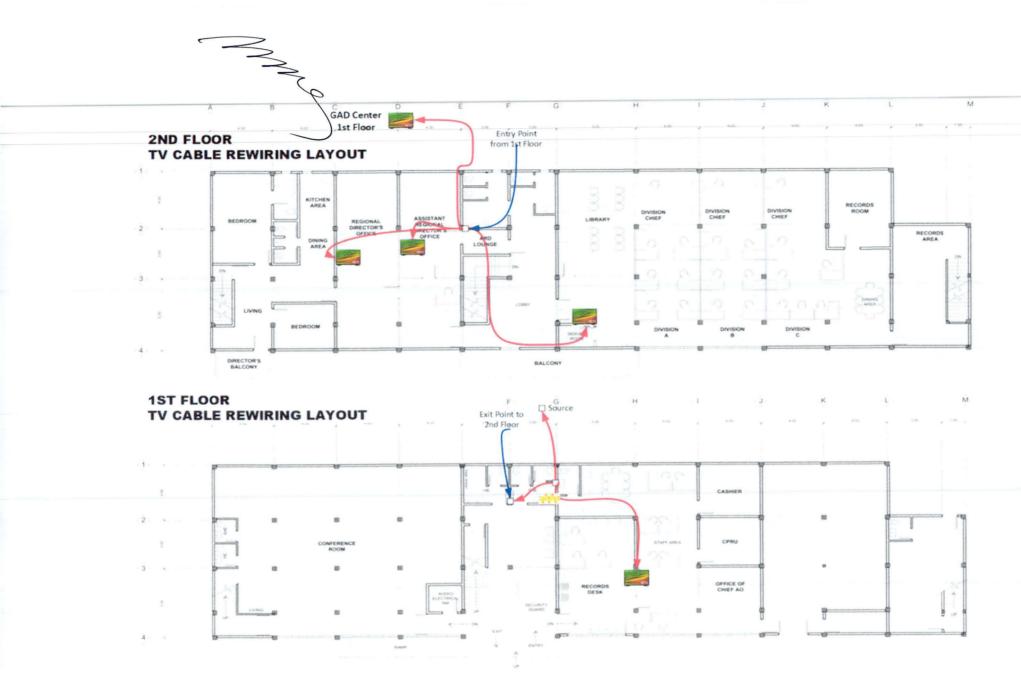
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SUPPLY, DELIVERY, AND INSTALLATION OF STRUCTURED CABLING SYSTEM OF DBM REGIONAL OFFICE VIII LOCAL AREA NETWORK, TV CABLING, AND ELECTRICAL CABLING SYSTEM

(TV CABLE REWIRING LAYOUT)

Legend:





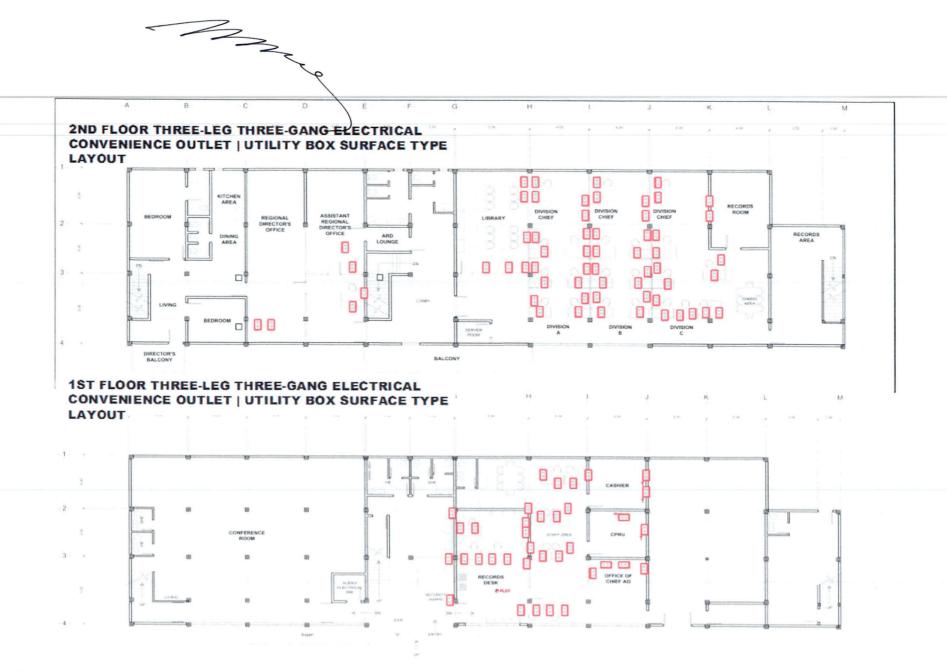
SUPPLY, DELIVERY, AND INSTALLATION OF STRUCTURED CABLING SYSTEM OF DBM REGIONAL OFFICE VIII LOCAL AREA
NETWORK, TV CABLING, AND ELECTRICAL CABLING SYSTEM

(THREE-LEG THREE-GANG ELECTRICAL CONVENIENCE OUTLET | UTILITY BOX SURFACE TYPE LAYOUT)

Legend:



New Three-Leg Three-Gang Electrical Convenience Outlet | Utility Box Surface Type (96 Units)



Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

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

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

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





1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

- 2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the SCC.

Performance Security

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

Inspection and Tests

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

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

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5. Warranty

- 5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

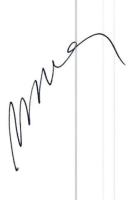
Notes on the Special Conditions of Contract

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

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

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

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





Special Conditions of Contract					
GCC Clause					
	For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows: "The delivery terms applicable to the Contract are DDP delivered DBM Regional Office No. VIII Tacloban City. In accordance with INCOTERMS." "The delivery terms applicable to this Contract are delivered DBM Regional Office No. VIII Tacloban City. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination." Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements). For purposes of this Clause the Procuring Entity's Representative at the Project Site is the Chief Administrative Officer, Mr. Emilio M. Albos, III.				
	Incidental Services — The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods. The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged				

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Spare Parts -

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

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

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

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of *three times the warranty period*.

Spare parts or components shall be supplied as promptly as possible, but in any case, within *thirty (30) calendar days* of placing the order.

Packaging -

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

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

The outer packaging must be clearly marked on at least four (4) sides as follows:

Name of the Procuring Entity

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Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications

A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.

Transportation -

Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.

Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.

The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.

Intellectual Property Rights -

The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.

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2.2	Payment shall be made within twenty (20) working days after inspection and acceptance by the Procuring Entity of the delivered goods, subject to the submission of the following documents in case these were not submitted during bid submission/prior contract signing, consistent with ITB Clause 10.1 of the BDS and GCC Clause 3 of SCC, as applicable: a. Notarized Omnibus Sworn Statement in lieu of the submitted unnotarized Omnibus Sworn Statement; and b. Notarized Performance Securing Declaration (PSD) or any form of Performance Security, as stated in Section 39 of the 2016 Revised IRR of RA No. 9184, in lieu of the unnotarized PSD.
3	Consistent with Item 6.4 GPPB Resolution No. 09-2020 as well as Item 4 of GPPB Resolution No. 16-2020, Performance Securing Declaration (PSD) may be accepted in lieu of a performance security to guarantee the winning bidder's faithful performance of obligations under the contract, subject to the following: a. Similar to the PSD used in Framework Agreement, such declaration shall state, among others, that the winning bidder shall be blacklisted from being qualified to participate in any government procurement activity for one (1) year, in case of first offense or two (2) years, for the second offense, in the event it violates any of the conditions stated in the contract; b. An unnotarized PSD may be accepted, subject to submission of a notarized PSD before payment, unless the same is replaced with a performance security in the prescribed form, as stated below; and c. The end-user may require the winning bidder to replace the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 upon lifting of the State of Calamity, or community quarantine or similar restrictions, as the case may be.
4	DBM RO8 Inspection Committee shall at all reasonable times during the installation, repositioning, re-upholstering, refurbishing and commissioning of the project be entitled to examine, inspect, measure and test the materials and workmanship, and to check the progress of the said project. Provision of 1inch to 3inches margin of error for measurements in the part "A" of the project.
5	The required warranty period are as follows: For Lot 1 - Supply, Delivery, and Installation of Office Partitioning System Table, Partition and cabinets - 1 year warranty against factory defect Chair - 1 year warranty for the spare parts and mechanisms

For Lot 2 - Supply, Delivery, and Installation of Cabling System of DBM Regional Office VIII Local Area Network, TV Cabling, and Electrical Cabling System

1 year warranty on parts (Materials, Data cabinets, other ICT components) and services

The obligation for the warranty shall be covered by either retention money in an amount equivalent to at least three percent (3%), or a special bank guarantee equivalent to at least three percent (3%) of the total contract price. The said amount shall only be released after the lapse of the warranty period.



REPUBLIC OF THE PHILIPPINES DEPARTMENT OF BUDGET AND MANAGEMENT REGION VIII

BIDS AND AWARDS COMMITTEE

Supplemental/Bid Bulletin
Supply, Delivery, and Installation of Office Partitioning System and
Supply, Delivery and Installation of Cabling System of DBM
Regional Office VIII Local Area Network, TV Cabling, and Electrical
Cabling System

ADDENDUM NO. 2022-01 June 20, 2022

This Supplemental/Bid Bulletin No. 2022-01 is issued to clarify, modify or amend items in the Bid Documents. This shall form part of the Bid Documents.

Section III. Bid Data Sheet (BDS)

Item number 10.1 of the BDS is hereby amended as follows:

Original/From	Amended/To
"Interested bidders may request the BAC to pre-check/review the eligibility and technical documents prior to the deadline of bid submission, from June 20-24, 2022 at the DBM-Regional Office VIII. XXX	"Interested bidders may request the BAC to pre-check/review the eligibility and technical documents prior to the deadline of bid submission, from 8:00AM to 5:00PM within June 20-24, 2022 at the DBM-Regional Office VIII. XXX

For guidance and information of all concerned.

FLORITA M. LACDO-O BAC Chairperson

Page 1 of 1