

**PUBLIC BIDDING**

**FOR**

**Server Room  
Renovation**

**(Ref.: G-2023-Server Room-05)**

**July 11, 2023**

**10:00 a.m.**

**18F Conference Room**

**139 Corporate Center**

**139 Valero St., Salcedo Village**

**Makati City**

# Preface

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines for use by any branch, constitutional commission or office, agency, department, bureau, office, or instrumentality of the Government of the Philippines, National Government Agencies, including Government-Owned and/or Controlled Corporations, Government Financing Institutions, State Universities and Colleges, and Local Government Unit. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract or Framework Agreement, as the case may be; (ii) the eligibility requirements of Bidders; (iii) the expected contract or Framework Agreement duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (iv) the obligations, duties, and/or functions of the winning bidder.

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

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

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the “*name of the Procuring Entity*” and “*address for bid submission*,” should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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# *Glossary of Acronyms, Terms, and Abbreviations*

**ABC** – Approved Budget for the Contract.

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

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

**CDA** - Cooperative Development Authority.

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

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

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

**DTI** – Department of Trade and Industry.

**EXW** – Ex works.

**FCA** – “Free Carrier” shipping point.

**FOB** – “Free on Board” shipping point.

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

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

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

**GPPB** –Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

**Infrastructure Projects** – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national

buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

**PhilGEPS** - Philippine Government Electronic Procurement System.

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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

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

**UN** – United Nations.

# ***Section I. Invitation to Bid***

## **INVITATION TO BID FOR SERVER ROOM RENOVATION (G-2023-Server Room-05)**

1. The ***Small Business Corporation (SBCorp)***, through the ***Corporate Operating Budget for 2023***, intends to apply the sum of ***PESOS: SIX MILLION (P6,000,000.00)*** being the ABC to payments under the contract for ***Server Room Renovation (Ref.: G-2023-Server Room-05)***. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The ***SBCorp*** now invites bids for the above Procurement Project. Delivery of the Goods is required ***within ninety (90) calendar days upon receipt of Notice to Proceed***. Bidders should have completed ***within three (3) years*** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary ***“pass/fail”*** criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
  - a. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
4. Prospective Bidders may obtain further information from ***SB Corp*** and inspect the Bidding Documents at the address given below during ***office hours from 9:00a.m. to 4:00 p.m.***
5. A complete set of Bidding Documents may be acquired by interested Bidders on ***June 21 to July 10, 2023*** from the given address and website(s) below ***and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of P6,000.00***. The Procuring Entity shall allow the bidder to present the Official Receipt received from the ***Cashier of SB Corp*** as its proof of payment for the fees.
6. The ***SB Corp*** will hold a Pre-Bid Conference on ***June 29, 2023 at 10:00a.m. at the 18F Conference Room*** and/or through video conferencing ***via Zoom*** which shall be open to prospective bidders. Meeting link may be requested via email from the BAC Secretariat.



7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below *on or before July 11, 2023, 10:00a.m.* Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on *July 11, 2023, 10:00 a.m.* at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The **SB Corp** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

***The BAC Secretariat***

***Julieta S. Calimlim – BAC Secretariat Head – jcalimlim@sbcorp.gov.ph***  
***Anthony F. Sampayo, Jr. – BAC Secretariat Member – asampayo@sbcorp.gov.ph***  
***Jolina T. Parpan – BAC Secretariat Member Staff – jparpan@sbcorp.gov.ph***

***Small Business Corporation***  
***17<sup>th</sup> and 18<sup>th</sup> Floors, 139 Corporate Center,***  
***139 Valero St., Salcedo Village***  
***Makati City***  
***Telephone No. 53281100 to 10***

12. You may visit the following websites:

For downloading of Bidding Documents:

*<https://sbcorp.gov.ph/transparency-seal/>*

*June 14, 2023*

***ROWENA G. BETIA***  
***BAC Chairperson***

## ***Section II. Instructions to Bidders***

### **1. Scope of Bid**

The Procuring Entity, *Small Business Corporation (SB Corp)* wishes to receive Bids for the *Server Room Renovation*, with identification number *G-2023-Server Room-05*.

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

### **2. Funding Information**

The funding source is the Corporate Operating Budget for CY 2023.

### **3. Bidding Requirements**

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

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

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

### **4. Corrupt, Fraudulent, Collusive, and Coercive Practices**

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

### **5. Eligible Bidders**

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the

Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

a. At least fifty percent (50%) of the ABC.

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

## **6. Origin of Goods**

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

## **7. Subcontracts**

**Subcontracting is NOT ALLOWED.**

## **8. Pre-Bid Conference**

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

## **9. Clarification and Amendment of Bidding Documents**

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

## **10. Documents comprising the Bid: Eligibility and Technical Components**

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

10.2. The Bidder's SLCC as indicated in ITB Clause 5.3 should have been completed **within three (3) years** prior to the deadline for the submission and receipt of bids.

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

dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

## 11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

## 12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
  - a. For Goods offered from within the Procuring Entity's country:
    - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
    - ii. The cost of all customs duties and sales and other taxes already paid or payable;
    - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
    - iv. The price of other (incidental) services, if any, listed in the **BDS**.
  - b. For Goods offered from abroad:
    - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.

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

### **13. Bid and Payment Currencies**

13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.

- a. Payment of the contract price shall be made in *Philippine Pesos*.

### **14. Bid Security**

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

14.2. The Bid and bid security shall be valid until **October 11, 2023**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

### **15. Sealing and Marking of Bids**

Each Bidder shall submit one copy of the first and second components of its Bid.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

### **16. Deadline for Submission of Bids**

16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.

### **17. Opening and Preliminary Examination of Bids**

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

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

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

## **18. Domestic Preference**

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

## **19. Detailed Evaluation and Comparison of Bids**

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

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

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

- 19.4. The Project shall be awarded as follows:

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

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

## **20. Post-Qualification**

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

## **21. Signing of the Contract**

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

## *Section III. Bid Data Sheet*

### **Bid Data Sheet**

<b>ITB Clause</b>	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> <li>a. <i>Renovation/rehabilitation of existing server room/datacenter or building of new server room/data center.</i></li> <li>b. Completed within <i>three (3) years</i> prior to the deadline for the submission and receipt of bids.</li> </ul>
7.1	<i>Not Applicable</i>
12	The price of the Goods shall be quoted DDP <i>as stated in the attached TOR</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a <b>Bid Securing Declaration</b>, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> <li>a. The amount of not less than <i>Php120,000.00 [two percent (2%) of ABC]</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than <i>Php300,000.00 [five percent (5%) of ABC]</i> if bid security is in Surety Bond.</li> </ul>
15	Bidders are requested to submit two (2) hard copies of the first and second components of their Bid with their corresponding label i.e. Original Copy and Copy 1 and should be placed in their respective envelopes which have their own label.
19.3	<i>No further instruction</i>
20.2	<ul style="list-style-type: none"> <li>a. Latest Income and Business Tax Returns filed and paid through the BIR Electronic Filing and Payment System (eFPS)</li> <li>b. Platinum Certification from the Vendor of the product being offered</li> </ul>
21.2	<i>No further instruction</i>



## ***Section IV. General Conditions of Contract***

### **1. Scope of Contract**

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

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

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

### **2. Advance Payment and Terms of Payment**

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

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

### **3. Performance Security**

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

### **4. Inspection and Tests**

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

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

## **5. Warranty**

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

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

## **6. Liability of the Supplier**

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

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

# *Section V. Special Conditions of Contract*

## **Special Conditions of Contract**

GCC Clause	
1	<p><b>Delivery and Documents –</b></p> <p>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:</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered at SB Corp Head Office, 18<sup>th</sup> Floor, 139 Corporate Center, 139 Valero St., Salcedo Village, Makati 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.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <b>Mr. Marc Quincy S. Talagtag</b>.</p> <p><b>Incidental Services –</b></p> <p>The Supplier is required to provide all of the following services, including additional services, in any, specified in Section VI Schedule of Requirements:</p> <ol style="list-style-type: none"> <li>a. Performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. Furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. Furnishing of detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>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</li> <li>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.</li> </ol> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p>

**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:

- a. 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
- b. 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 cost thereof are included in the contract price.

Spare parts or components shall be supplied as promptly as possible, but in any case, within (as specified in the certificate of warranty) months of placing the order.

**Packaging –**

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

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

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

Name of the Procuring Entity  
Name of 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 the 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 cost shall be included in the contract price.

Where the Supplier is required under Contract to deliver the Goods CIF, CIP and 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 as 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.



## *Section VII. Technical Specifications*

Item	Specification	Statement of Compliance
1	<p><b>Server Room</b></p> <ul style="list-style-type: none"> <li>▪ <i>The Server Room shall be expanded from the current 2.06m x 2.79m to 3.59m x 4.93m. Height (finished floor to acoustic ceiling) is 2.64;</i></li> <li>▪ <i>New floor area after expansion is 17.6987 square meter;.</i></li> <li>▪ <i>Entrance ramp with anti-skid system;</i></li> <li>▪ <i>Fire-retardant sliding door;</i></li> <li>▪ <i>Fire-retardant walls and ceiling;</i></li> <li>▪ <i>Clear glass window on front wall;</i></li> <li>▪ <i>Adequate lighting inside the server room;</i></li> <li>▪ <i>Two-way light switch (inside-outside);</i></li> <li>▪ <i>Must follow building renovation guidelines;</i></li> </ul>	<p><i>[Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered.]</i></p>
2	<p><b>Raised Floor</b></p> <ul style="list-style-type: none"> <li>▪ <i>Finished Floor Height: 150mm;</i></li> <li>▪ <i>Tile size: 600mm x 600mm;</i></li> <li>▪ <i>Tile thickness: at least 30mm;</i></li> <li>▪ <i>Concentrated load capacity: 1000 lbs.;</i></li> <li>▪ <i>Uniform load capacity: 5000 lbs./m<sup>2</sup></i></li> <li>▪ <i>Must include panel lifter tool with suction cups and lock;</i></li> <li>▪ <i>Non-combustible;</i></li> <li>▪ <i>Steel pedestal;</i></li> <li>▪ <i>Anti-static;</i></li> <li>▪ <i>Flame spread and smoke development rating: Class A;</i></li> <li>▪ <i>Supplied equipment/material must NOT be exclusively distributed and/or serviced by the bidder-contractor. It must be openly available in the market and can be separately purchased and/or serviced by SB Corp through other suppliers/contractors.</i></li> </ul>	
	<p><b>Cooling System</b></p> <ul style="list-style-type: none"> <li>▪ <i>Two (2) units of compatible split-type (floor-mounted or wall-mounted) ACU;</i></li> <li>▪ <i>Cooling Capacity: at least 4HP each;</i></li> <li>▪ <i>Inverter-type;</i></li> </ul>	

	<ul style="list-style-type: none"> <li>▪ Automatic switch-over system for alternating, 24x7x365 operation (e.g., 12x12 hrs).;</li> <li>▪ In conjunction with the equipment monitoring system, must be able to send alerts and/or notifications via SMS and/or email regarding equipment status;</li> <li>▪ Supplied equipment/material must NOT be exclusively distributed and/or serviced by the bidder-contractor. It must be openly available in the market and can be separately purchased and/or serviced by SB Corp through other suppliers/contractors;</li> </ul>	
	<p><b>Dehumidifier</b></p> <ul style="list-style-type: none"> <li>▪ Condensation type;</li> <li>▪ UL certified;</li> <li>▪ Must be able to maintain 40% to 60% Relative Humidity;</li> <li>▪ Digital display to show RH reading;</li> <li>▪ Capacity at 30°C, 80% RH: 38L/day;</li> <li>▪ Air Circulation: 500m<sup>3</sup> per hour;</li> <li>▪ Refrigerant: R410A;</li> <li>▪ EC fan, Soundproof fan housing;</li> <li>▪ Auto-defrost;</li> <li>▪ Galvanized metal casing;</li> <li>▪ In conjunction with the equipment monitoring system, must be able to send alerts and/or notifications via SMS and/or email regarding equipment status.;</li> <li>▪ Supplied equipment/material must NOT be exclusively distributed and/or serviced by the bidder-contractor. It must be openly available in the market and can be separately purchased and/or serviced by SB Corp through other suppliers/contractors.</li> </ul>	
	<p><b>Automatic Fire Suppression System</b></p> <ul style="list-style-type: none"> <li>▪ FM200/HFC227ea clean agent waterless system, or similar systems applicable for, or compatible with server rooms/data centers;</li> <li>▪ Integrated detection and alarm system;</li> <li>▪ Automatic discharge. Must cover the whole server room volume;</li> <li>▪ Direct Release system;</li> <li>▪ Ceiling-mounted. Minimum of two (2) units;</li> <li>▪ One(1) unit portable manually-operated Fire Extinguisher;</li> </ul>	



	<ul style="list-style-type: none"> <li>▪ <i>UL/CE certification;</i></li> <li>▪ <i>In conjunction with the equipment monitoring system, must be able to send alerts and/or notifications via SMS and/or email regarding equipment status;</i></li> <li>▪ <i>Supplied equipment/material must NOT be exclusively distributed and/or serviced by the bidder-contractor. It must be openly available in the market and can be separately purchased and/or serviced by SB Corp through other suppliers/contractors.</i></li> </ul>	
	<p><b>Flood/Water Leak Detection System</b></p> <ul style="list-style-type: none"> <li>▪ <i>Above the ceiling and below raised floor sensors;</i></li> <li>▪ <i>Can monitor up to at least 100 meters of sensing cable;</i></li> <li>▪ <i>Voltage-free contacts;</i></li> <li>▪ <i>LED status indicators;</i></li> <li>▪ <i>System enclosure;</i></li> <li>▪ <i>Leak location indicator;</i></li> <li>▪ <i>Precision: 0.6% of sensor length +/- 2 feet;</i></li> <li>▪ <i>Alarm indicator light with buzzer;</i></li> <li>▪ <i>In conjunction with the equipment monitoring system, must be able to send alerts and/or notifications via SMS and/or email regarding equipment status;</i></li> <li>▪ <i>Supplied equipment/material must NOT be exclusively distributed and/or serviced by the bidder-contractor. It must be openly available in the market and can be separately purchased and/or serviced by SB Corp through other suppliers/contractors.</i></li> </ul>	
	<p><b>Equipment Monitoring System</b></p> <ul style="list-style-type: none"> <li>▪ <i>Must be able to monitor all equipment indicated in this Terms of Reference;</i></li> <li>▪ <i>Can monitor up to at least 50 points;</i></li> <li>▪ <i>Real-time monitoring;</i></li> <li>▪ <i>With built-in touchscreen display and interface;</i></li> <li>▪ <i>Remote web- or GUI-based management via ethernet network;</i></li> <li>▪ <i>Stand-alone functionality;</i></li> <li>▪ <i>Able to send alerts via SMS and/or email;</i></li> <li>▪ <i>Instant notification after an alarm;</i></li> <li>▪ <i>Up to at least 500 event logs;</i></li> <li>▪ <i>Data pushing to remote server;</i></li> </ul>	

	<ul style="list-style-type: none"> <li>▪ Remote on-off capability;</li> <li>▪ SD card port/s for data storing/logging;</li> <li>▪ Supplied equipment/material must NOT be exclusively distributed and/or serviced by the bidder-contractor. It must be openly available in the market and can be separately purchased and/or serviced by SB Corp through other suppliers/contractors.</li> </ul>	
	<p><b>Biometric Access Control System</b></p> <ul style="list-style-type: none"> <li>▪ Identification methods: Fingerprint only, passcode only, RF ID only, RF ID + passcode, RF ID + fingerprint;</li> <li>▪ Fingerprint capacity: at least 500;</li> <li>▪ Transaction capacity: at least 25,000;</li> <li>▪ RF ID/Card reader;</li> <li>▪ Time and attendance keeping;</li> <li>▪ Electromagnetic door lock system;</li> <li>▪ Exit button;</li> <li>▪ Manual override for emergency egress;</li> <li>▪ Manageable locally and remotely over ethernet network;</li> <li>▪ Built-in backup battery (at least 3 hour-operation);</li> <li>▪ Real-time data transfer to remote server</li> <li>▪ Fully sealed, waterproof, dustproof;</li> <li>▪ Must come with at least ten(10) RF ID cards;</li> <li>▪ In conjunction with the equipment monitoring system, must be able to send alerts and/or notifications via SMS and/or email regarding equipment status;</li> <li>▪ Supplied equipment/material must NOT be exclusively distributed and/or serviced by the bidder-contractor. It must be openly available in the market and can be separately purchased and/or serviced by SB Corp through other suppliers/contractors.</li> </ul>	
	<p><b>Transient Voltage Surge Suppressor</b></p> <ul style="list-style-type: none"> <li>▪ UL1449 Certified;</li> <li>▪ Operating Voltage Range: +/- 15%;</li> <li>▪ Response time: less than 1 nanosecond;</li> <li>▪ With status indicators;</li> <li>▪ Surge Current Capacity per phase:</li> </ul>	

	<p>30kA;</p> <ul style="list-style-type: none"> <li>▪ <i>Free replacement warranty: at least 5 years;</i></li> <li>▪ <i>NEMA 4 Steel Enclosure;</i></li> <li>▪ <i>In conjunction with the equipment monitoring system, must be able to send alerts and/or notifications via SMS and/or email regarding equipment status;</i></li> <li>▪ <i>Supplied equipment/material must NOT be exclusively distributed and/or serviced by the bidder-contractor. It must be openly available in the market and can be separately purchased and/or serviced by SB Corp through other suppliers/contractors.</i></li> </ul>	
	<p><b>Temperature Monitoring And Notification System</b></p> <ul style="list-style-type: none"> <li>▪ <i>Able to monitor and display server room temperature in °C;</i></li> <li>▪ <i>Digital display;</i></li> <li>▪ <i>Able to send alert when actual temperature goes above or below pre-configured value. Alert via SMS and/or email and up to at least five (5) recipients each;</i></li> <li>▪ <i>In conjunction with the equipment monitoring system, must be able to send alerts and/or notifications via SMS and/or email regarding equipment status.;</i></li> <li>▪ <i>Supplied equipment/material must NOT be exclusively distributed and/or serviced by the bidder-contractor. It must be openly available in the market and can be separately purchased and/or serviced by SB Corp through other suppliers/contractors.</i></li> </ul>	
	<p><b>Surveillance System</b></p> <ul style="list-style-type: none"> <li>▪ <i>Must cover the whole server room. No blind spot;</i></li> <li>▪ <i>One (1) camera positioned outside the server room and covering the entrance;</i></li> <li>▪ <i>Full high-definition recording: 1920p x 1080p resolution;</i></li> <li>▪ <i>Night vision capability.;</i></li> <li>▪ <i>Manageable locally and remotely over ethernet network;</i></li> <li>▪ <i>6TB Surveillance HDD;</i></li> <li>▪ <i>8-Channel NVR with 8 POE ports;</i></li> <li>▪ <i>NVR with HDMI port for CCTV monitor and USB port for mouse;</i></li> <li>▪ <i>Must include 24-inch brand-new computer monitor;</i></li> <li>▪ <i>Colored CCTV IP cameras, dome type, POE;</i></li> </ul>	

	<ul style="list-style-type: none"> <li>▪ <i>In conjunction with the equipment monitoring system, must be able to send alerts and/or notifications via SMS and/or email regarding equipment status;</i></li> <li>▪ <i>Supplied equipment/material must NOT be exclusively distributed and/or serviced by the bidder-contractor. It must be openly available in the market and can be separately purchased and/or serviced by SB Corp through other suppliers/contractors.</i></li> </ul>	
	<p><b>Warranty</b></p> <ul style="list-style-type: none"> <li>▪ <i>At least one-year warranty for all systems and sub-systems;</i></li> <li>▪ <i>At least one-year warranty for all equipment, components and material;</i></li> <li>▪ <i>At least one-year warranty for all civil works and/or workmanship.</i></li> </ul>	
	<p><b>Other requirements</b></p> <ul style="list-style-type: none"> <li>▪ <i>Bidder-contractor must coordinate with the building administration as well as with the Makati LGU, if necessary; and comply with all their requirements (e.g., permits, technical plans, drawings) for the project, on behalf of SB Corp;</i></li> <li>▪ <i>Bidder-contractor must coordinate with the building administration prior to, during and after the project implementation, on behalf of SB Corp;</i></li> <li>▪ <i>Bidder-Contractor must comply with the renovation guidelines issued by the building administration;</i></li> <li>▪ <i>Any and all fees (e.g., construction bond) that may be required by the building administration must be shouldered by the bidder-contractor;</i></li> <li>▪ <i>Bidder-Contractor must produce As-Built drawings.</i></li> </ul>	

# ***Section VIII. Checklist of Technical and Financial Documents***

## **Checklist of Technical and Financial Documents**

### **I. TECHNICAL COMPONENT ENVELOPE**

#### ***Class "A" Documents***

##### Legal Documents

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

##### Technical Documents

- (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (c) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission **or** Original copy of Notarized Bid Securing Declaration; **and**
- (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (f) Original duly signed Omnibus Sworn Statement (OSS) **and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

##### Financial Documents

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

#### ***Class "B" Documents***

- (h) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence **or** duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

### **II. FINANCIAL COMPONENT ENVELOPE**

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

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

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

- (k) *[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
- (l) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

## *Section IX. Forms*

**Bid Form for the Procurement of Services**  
*[shall be submitted with the Bid]*

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**BID FORM**

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

Project Identification NO:

*To: Small Business Corporation  
17F-19F 139 Corporate Center  
139 Valero St., Salcedo Village  
Makati City*

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

If our Bid is accepted, we undertake:

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

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

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

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

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

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



BID FORM  
G-2023-Server Room-05  
Page 2 of 2 pages

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Name: \_\_\_\_\_

Legal capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

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

**Bid Securing Declaration Form**

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

REPUBLIC OF THE PHILIPPINES)  
CITY OF \_\_\_\_\_) S.S.

**BID SECURING DECLARATION**  
**Project Identification No.:** \_\_\_\_\_

To: Small Business Corporation  
17F-19F 139 Corporate Center  
139 Valero St., Salcedo Village  
Makati City

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
  - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
  - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
  - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

*[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]*

*[Insert signatory's legal capacity]*

Affiant

**[Jurat]**

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

**Omnibus Sworn Statement (Revised)**

*[shall be submitted with the Bid]*

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REPUBLIC OF THE PHILIPPINES)  
CITY/MUNICIPALITY OF \_\_\_\_\_) S.S.

**AFFIDAVIT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
  - a. Carefully examining all of the Bidding Documents;
  - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
  - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_ day of \_\_\_, 20\_\_\_ at \_\_\_\_\_, Philippines.

*[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]*

*[Insert signatory's legal capacity]*

Affiant

**Jurat**

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

## *Section X. Terms of Reference*

# TERMS OF REFERENCE

## Server Room Renovation

### I. OBJECTIVE

The project aims to expand and renovate the current SBC Server Room.

### II. SCOPE OF WORK

The project calls for the supply, delivery, installation, testing and commissioning of any and all materials, equipment, accessories, appliances, systems or components, as well as any and all corresponding civil works necessary for the expansion and renovation of the SBC Server Room, as indicated under *III. TECHNICAL SPECIFICATIONS*.

The current server room, with dimensions of 2.06m x 2.79m, shall be expanded to 3.59m x 4.93m. Further, the following ten (10) systems shall be installed and implemented:

- i. Cooling System
- ii. Raised Floor
- iii. Dehumidifier
- iv. Automatic Fire Suppression System
- v. Flood/Water Leak Detection System
- vi. Equipment Monitoring System
- vii. Biometric Access Control System
- viii. Transient Voltage Surge Suppressor
- ix. Surveillance/CCTV System
- x. Temperature Monitoring and Notification System

### III. TECHNICAL SPECIFICATIONS

<b>PART I RENOVATION</b>	<b>SERVER ROOM</b>	<i>The Server Room shall be expanded from the current 2.06m x 2.79m to 3.59m x 4.93m. Height (finished floor to acoustic ceiling) is 2.64m.</i>	
		<i>New floor area after expansion is 17.6987 square meters.</i>	
		<i>Entrance ramp with anti-skid system</i>	
		<i>Fire-retardant sliding door</i>	
		<i>Fire-retardant walls and ceiling</i>	
		<i>Clear glass window on front wall.</i>	
		<b>Must follow building renovation guidelines.</b>	
		<b>LIGHTING</b>	<i>Adequate lighting inside the server room</i>
			<i>Two-way light switch (inside-outside)</i>
			<b>Must follow building renovation guidelines</b>
	<b>RAISED FLOOR</b>	<i>Finished Floor Height: 150mm</i>	
		<i>Tile size: 600mm x 600mm</i>	
		<i>Tile thickness: at least 30mm</i>	
		<i>Concentrated load capacity: 1000 lbs.</i>	
<i>Uniform load capacity: 5000 lbs./m<sup>2</sup></i>			
<i>Must include panel lifter tool with suction cups and lock</i>			
<i>Non-combustible</i>			
<i>Steel pedestal</i>			
<i>Anti-static</i>			
<i>Flame spread and smoke development rating: Class A</i>			
<i>Supplied equipment/material must NOT be exclusively distributed and/or serviced by the bidder-contractor. It must be openly available in the market and can be separately purchased and/or serviced by SB Corp through other suppliers/contractors.</i>			

<b>PART II</b>  <b>RELATED SYSTEMS</b>	<b>COOLING SYSTEM</b>	Two (2) units of compatible split-type (floor-mounted or wall-mounted) ACU
		Cooling Capacity: at least 4HP each
		Inverter-type
		Automatic switch-over system for alternating, 24x7x365 operation (e.g., 12x12 hrs).
		<b>In conjunction with the equipment monitoring system, must be able to send alerts and/or notifications via SMS and/or email regarding equipment status.</b>
		Supplied equipment/material must NOT be exclusively distributed and/or serviced by the bidder-contractor. It must be openly available in the market and can be separately purchased and/or serviced by SB Corp through other suppliers/contractors.
	<b>DEHUMIDIFIER</b>	Condensation type
		UL certified
		Must be able to maintain 40% to 60% Relative Humidity
		Digital display to show RH reading
		Capacity at 30°C, 80% RH: 38L/day
		Air Circulation: 500m <sup>3</sup> per hour
		Refrigerant: R410A
		EC fan, Soundproof fan housing
		Auto-defrost
		Galvanized metal casing
		<b>In conjunction with the equipment monitoring system, must be able to send alerts and/or notifications via SMS and/or email regarding equipment status.</b>
	<b>AUTOMATIC FIRE SUPPRESSION SYSTEM</b>	FM200/HFC227ea clean agent waterless system, or similar systems applicable for, or compatible with server rooms/data centers.
		Integrated detection and alarm system
		Automatic discharge. Must cover the whole server room volume.
		Direct Release system
		Ceiling-mounted. Minimum of two (2) units.
		One(1) unit portable manually-operated Fire Extinguisher
		UL/CE certification
		<b>In conjunction with the equipment monitoring system, must be able to send alerts and/or notifications via SMS and/or email regarding equipment status.</b>
	Supplied equipment/material must NOT be exclusively distributed and/or serviced by the bidder-contractor. It must be openly available in the market and can be separately purchased and/or serviced by SB Corp through other suppliers/contractors	
	<b>FLOOD/ WATER LEAK DETECTION SYSTEM</b>	Above the ceiling and below raised floor sensors.
		Can monitor up to at least 100 meters of sensing cable
		Voltage-free contacts
		LED status indicators
		System enclosure
		Leak location indicator
		Precision: 0.6% of sensor length +/- 2 feet
Alarm indicator light with buzzer		
<b>In conjunction with the equipment monitoring system, must be able to send alerts and/or notifications via SMS and/or email regarding equipment status.</b>		



		<i>Supplied equipment/material must NOT be exclusively distributed and/or serviced by the bidder-contractor. It must be openly available in the market and can be separately purchased and/or serviced by SB Corp through other suppliers/contractors</i>
<b>EQUIPMENT MONITORING SYSTEM</b>		<i>Must be able to monitor all equipment indicated in this Terms of Reference.</i>
		<i>Can monitor up to at least 50 points</i>
		<i>Real-time monitoring</i>
		<i>With built-in touchscreen display and interface.</i>
		<i>Remote web- or GUI-based management via ethernet network</i>
		<i>Stand-alone functionality</i>
		<i>Able to send alerts via SMS and/or email</i>
		<i>Instant notification after an alarm</i>
		<i>Up to at least 500 event logs</i>
		<i>Data pushing to remote server</i>
		<i>Remote on-off capability</i>
		<i>SD card port/s for data storing/logging</i>
		<i>Supplied equipment/material must NOT be exclusively distributed and/or serviced by the bidder-contractor. It must be openly available in the market and can be separately purchased and/or serviced by SB Corp through other suppliers/contractors</i>
	<b>BIOMETRIC ACCESS CONTROL SYSTEM</b>	
		<i>Fingerprint capacity: at least 500</i>
		<i>Transaction capacity: at least 25,000</i>
		<i>RF ID/Card reader</i>
		<i>Time and attendance keeping</i>
		<i>Electromagnetic door lock system</i>
		<i>Exit button</i>
		<i>Manual override for emergency egress</i>
		<i>Manageable locally and remotely over ethernet network</i>
		<i>Built-in backup battery (at least 3 hour-operation)</i>
		<i>Real-time data transfer to remote server</i>
		<i>Fully sealed, waterproof, dustproof</i>
		<i>Must come with at least ten(10) RF ID cards</i>
		<i>in conjunction with the equipment monitoring system, must be able to send alerts and/or notifications via SMS and/or email regarding equipment status.</i>
	<i>Supplied equipment/material must NOT be exclusively distributed and/or serviced by the bidder-contractor. It must be openly available in the market and can be separately purchased and/or serviced by SB Corp through other suppliers/contractors</i>	
<b>TRANSIENT VOLTAGE SURGE SUPPRESSOR</b>		<i>UL1449 Certified</i>
		<i>Operating Voltage Range: +/- 15%</i>
		<i>Response time: less than 1 nanosecond</i>
		<i>With status indicators</i>
		<i>Surge Current Capacity per phase: 30kA</i>
		<i>Free replacement warranty: at least 5 years</i>
		<i>NEMA 4 Steel Enclosure</i>
		<i>In conjunction with the equipment monitoring system, must be able to send alerts and/or notifications via SMS and/or email regarding equipment status.</i>
		<i>Supplied equipment/material must NOT be exclusively distributed and/or serviced by the bidder-contractor. It must be openly available in the market and can be separately purchased and/or serviced by SB Corp through other suppliers/contractors</i>
		<i>Digital display</i>

	TEMPERATURE MONITORING AND NOTIFICATION SYSTEM	Able to send alert when actual temperature goes above or below pre-configured value. Alert via SMS and/or email and up to at least five (5) recipients each.
		<b>In conjunction with the equipment monitoring system, must be able to send alerts and/or notifications via SMS and/or email regarding equipment status.</b> Supplied equipment/material must NOT be exclusively distributed and/or serviced by the bidder-contractor. It must be openly available in the market and can be separately purchased and/or serviced by SB Corp through other suppliers/contractors
	SURVEILLANCE SYSTEM	Must cover the whole server room. <b>No blind spot.</b>
		One (1) camera positioned outside the server room and covering the entrance.
		Full high-definition recording: 1920p x 1080p resolution.
		Night vision capability.
		Manageable locally and remotely over ethernet network.
		6TB Surveillance HDD
		8-Channel NVR with 8 POE ports
		NVR with HDMI port for CCTV monitor and USB port for mouse
		Must include 24-inch brand-new computer monitor
		Colored CCTV IP cameras, dome type, POE
		<b>In conjunction with the equipment monitoring system, must be able to send alerts and/or notifications via SMS and/or email regarding equipment status.</b> Supplied equipment/material must NOT be exclusively distributed and/or serviced by the bidder-contractor. It must be openly available in the market and can be separately purchased and/or serviced by SB Corp through other suppliers/contractors
WARRANTY	At least one-year warranty for all systems and sub-systems.	
	At least one-year warranty for all equipment, components and materials.	
	At least one-year warranty for all civil works and/or workmanship.	
OTHER REQUIREMENTS	Bidder-contractor must coordinate with the building administration as well as with the Makati LGU, if necessary; and comply with all their requirements (e.g., permits, technical plans, drawings) for the project, on behalf of SB Corp.	
	Bidder-contractor must coordinate with the building administration prior to, during and after the project implementation, on behalf of SB Corp.	
	Bidder-Contractor must comply with the renovation guidelines issued by the building administration.	
	Bidder-Contractor must produce As-Built drawings.	

#### IV. PROJECT COST

The Approved Budget for the Contract (ABC) of the project is **Six Million Pesos (Php6,000,000.00)**, inclusive of all applicable taxes.

#### V. IMPLEMENTATION

The project must be implemented, commissioned and turned over to SBC IT Group within ninety (90) calendar days upon release of Notice to Proceed.

Notice to Proceed will only be issued to the contractor upon compliance of any and all requirements mandated by the Building Administration and/or Makati LGU.

#### VI. ELIGIBILITY

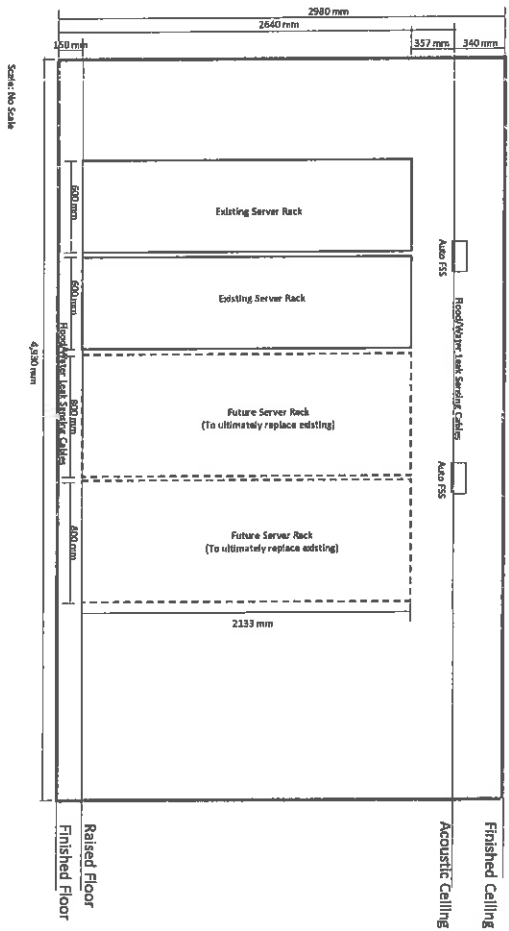
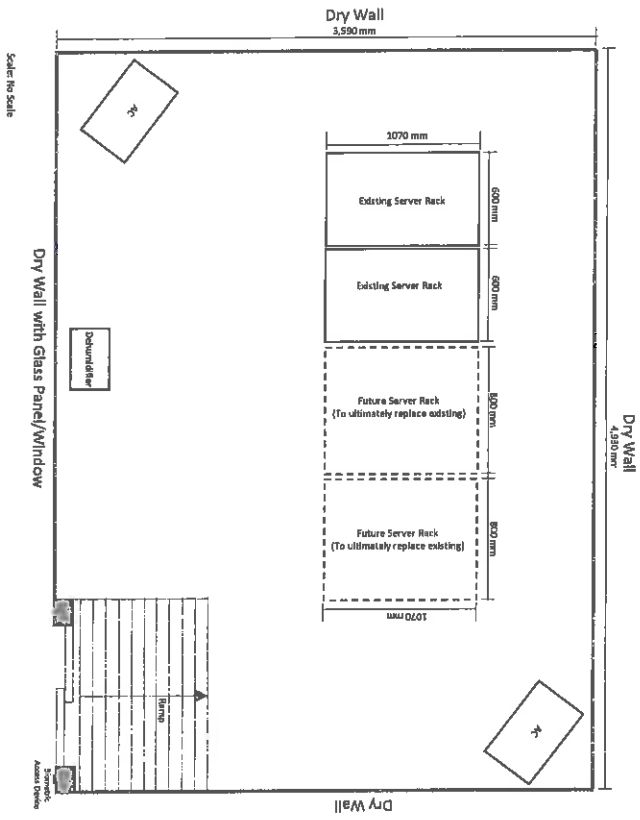
Bidder-Contractor must be explicitly engaged in the building of new server rooms/data centers or renovation/rehabilitation of existing server room/data centers; and installation/implementation of server room-related systems. Bidder-Contractor must submit supporting documents such as, but not limited to business permit, relevant industry accreditation(s), membership to relevant industry organization(s).

## VII. LIQUIDATED DAMAGES




Section 8.8.1 of the 2016 Revised Implementing Rules and Regulations – Annex E, when the Contractor refuses or fails to satisfactorily complete the work within the specified contract time, plus any time extension duly granted and is hereby in default under the contract, the contractor shall pay SB Corporation for liquidated damages, and not by way of penalty, an amount, as provided in the conditions of contract, equal to at least one tenth (1/10) of one (1) percent of the cost of the unperformed portion of the works for every day of delay.

Further, Section 8.8.4 of the same guidelines provides that in case that the delay in the completion of the work exceeds a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the contractor, the SB Corp may rescind the contract, forfeit the contractor's performance security and take over the prosecution of the project or award the same to a qualified contractor through negotiated contract.

**ANNEX 1**



- Notes:**
1. Not to scale.
  2. Drawing is indicative only. May or may not be the final configuration.
  3. Interested contractors encouraged to ocular inspect existing server room.
  4. Refer to the Terms of Reference (TOR) for the complete requirements of systems and sub systems and corresponding technical specifications.
  5. Contractor to comply, generate and supply all technical drawings and plans that may be required by 139 Corporate Center Building Administration, on behalf of SBC.
  6. Contractor to coordinate with the Building Administration on behalf of SBC during project implementation.
  7. Contractor to produce As-Built and other documentations.

 <p>Department of Trade and Industry <b>SMALL BUSINESS CORPORATION</b></p>	<b>PROPOSED DATA CENTER LAYOUT</b>		 MIKE MEDINA / MIKE MEDINA HEAD OFFICE	REVIEWED/APPROVED BY:  MABEL PANLILEA / MABEL PANLILEA HEAD OFFICE	REVISION 1
	PROJECT: PREPARED BY: DATE:	08 JULY 2022			

**SERVER ROOM RENOVATION**  
GENERAL BILL OF MATERIALS

*This Bill of Materials (BOM) is general in nature and indicative only. Detailed BOM must be submitted by bidder-contractor. Refer to the Terms of Reference (TOR) for the complete technical specifications.*

<b>PART I RENOVATION</b>	Server Room 17.6987 m <sup>2</sup>	Dry Wall	<b>Milestone 1</b>
		Steel Bars	
		Glass Panel	
		Fire-retardant sliding door	
		Renovation and building materials	
		Lights, switches and other electrical components and materials.	
		All materials, equipment, tools and accessories required for the renovation and/or civil works, including consumables.	
	Raised Floor	Floor Tiles	
		Steel Pedestal	
		All materials, equipment, tools and accessories required for the installation, including consumables.	
<b>PART II RELATED SYSTEMS</b>	Cooling System	Two (2) units ACU: Floor-Mounted or Wall-Mounted Split Type, Inverter. At least 4HP each.	<b>Milestone 2</b>
		Automatic switch-over system.	
		All materials, equipment, tools and accessories required for the installation, including consumables.	
	Dehumidifier	At least one (1) unit server room-compatible dehumidifier	
		All materials, equipment, tools and accessories required for the installation, including consumables.	
	Automatic Fire Suppression System	At least two (2) units: ceiling-mounted automatic fire suppression system with integrated smoke detection system. Server Room-compatible	
		At least one (1) unit: manually operated, server-room-compatible fire extinguisher.	
		All materials, equipment, tools and accessories required for the installation, including consumables.	
	Water Leak Detection System	Sensing cables	
		Enclosed Module	
	Equipment Monitoring System	All materials, equipment, tools and accessories required for the installation, including consumables.	
		Equipment Monitoring Module	
	Biometric Access Control System	Biometric Device	
		Emergency Break Glass	
		Sensors and lock mechanisms	
		Exit Button	
Backup Battery			
All materials, equipment, tools and accessories required for the installation, including consumables.			
Transient Voltage Surge Suppressor	TVSS Module		
Surveillance System	All materials, equipment, tools and accessories required for the installation, including consumables.		
	8-Channel NVR with 6TB Surveillance HDD		
	Colored POE Cameras to cover internal server room, no blind spot.		
	Colored POE Camera positioned outside the server room covering entrance.		
Temperature Monitoring and Notification System	24-inch monitor.		
	All materials, equipment, tools and accessories required for the installation, including consumables.		
	TMNS Module. May or may not be integrated with the Equipment Monitoring System		
	All materials, equipment, tools and accessories required for the installation, including consumables.		

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**SERVER ROOM RENOVATION  
SCHEDULE OF PAYMENT**

Milestone	Deliverables	Percentage of Project Cost to be Released
Advance Payment	Project Implementation Plan and Timeline submitted by Contractor, duly approved by SBCorp.  Notice to Proceed released by SBCorp.	15% of the total Contract Price  <b>Note: 5% of the Advance Payment shall be deducted per succeeding milestone</b>
Milestone 1 (Part 1. Renovation)	Completion of Server Room Renovation and Expansion <sup>1</sup> , plus  Completion of installation of raised floor system <sup>1</sup> .  Must be completed within the first sixty (60) days of the ninety (90)-day implementation period.  <sup>1</sup> To be appraised by SBCorp's licensed appraiser.	30% of the total Contract Price
Milestone 2 (Part 2. Related Systems)	Milestone 1 plus completion of installation of all other systems and subsystems <sup>2</sup> .  <sup>2</sup> Based on the assessment/testing by ITG experts.	30% of the total Contract Price
Milestone 3	Milestone 2 plus completion of all tests, plus  Official Commissioning of the project, plus  Official project turn-over to IT Group, plus  Official Acceptance by IT Group <sup>3</sup> .  <sup>3</sup> As approved by SBCorp's licensed appraiser.	40% of the total Contract Price
Total (Milestones 1-3)		100%

