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DEVELOPMENT BANK OF THE PHILIPPINES

Head Office: Sen. Gil J. Puyat Avenue corner
Makati Avenue, Makati City, Philippines

**DEVELOPMENT BANK OF THE PHILIPPINES
Branch Banking Group – Central Luzon
City of San Fernando, Pampanga**

TERMS OF REFERENCE

PROJECT: SUPPLY, DELIVERY, INSTALLATION AND TESTING OF SEVEN (7) LOTS GLASS BREAK SENSORS AND DETECTORS FOR CABANATUAN, CLARK, MALOLOS, PALAYAN, SAN FERNANDO PAMPANGA AND VALENZUELA BRANCHES AND SAN JOSE DEL MONTE BRANCH LITE UNIT

I. APPROVED BUDGET FOR THE CONTRACT (ABC)

TWO HUNDRED FORTY THOUSAND PESOS (₱240,000.00), inclusive of all applicable government taxes.

UNIT / BRANCH	ABC
Cabanatuan Branch	55,000.00
Clark Branch	25,000.00
Malolos Branch	40,000.00
Palayan Branch	25,000.00
San Fernando Pampanga Branch	50,000.00
San Jose Del Monte BLU	25,000.00
Valenzuela Branch	20,000.00
Total	240,000.00

Project will be awarded to the Supplier with the lowest total quoted price, subject to the condition that quoted price shall not exceed the set ABC per unit/branch.

II. TECHNICAL SPECIFICATIONS

LOOP VOLTAGE	3 VDC minimum to 20 VDC maximum
LOOP CURRENT	100 mA maximum
POWER REQUIREMENTS	Less than 1 mS
TRANSIENT SUSPENSION	600 watts for 1 mS
ALARM OUTPUT TYPE	Normally-closed solid state output, non-polarized
ALARM OUTPUT RESISTANCE	20 Ω maximum (closed/non-alarm condition) 1 MΩ minimum (open/alarm condition)
ALARM OUTPUT TIMING	Open for 1 second minimum during an alarm condition
WIRING LEADS	22 AWG, 2 conductor zip cord
COLOR	White

III. CONDITIONS OF THE CONTRACT

- The Supplier shall ensure that the items delivered are in accordance with the approved specifications. DBP has the right to reject delivery if items delivered were found to be defective and not according to the required specifications.

2. The Supplier, in consideration of the payment to be made by DBP of the sum of money as specified in Item I of this document, binds itself to pay, furnish and complete any and all necessary permits, materials, labor, tools, equipment, supplies, utilities, transportation, superintendence, supervision and other facilities for the satisfactory performance for the supply, delivery, installation and testing at the following branches:

UNIT / BRANCH	ADDRESS
Cabanatuan Branch	Burgos Ave cor Gabaldon St, Cabanatuan City, Nueva Ecija
Clark Branch	Pavilion I Berthaphil III Clark Center, Jose Abad Santos Avenue, Clark Freeport Zone
Malolos Branch	Paseo del Congreso, Brgy Catmon, City of Malolos, Bulacan
Palayan Branch	Provincial Capitol Compound, Brgy Singalat, Palayan City, Nueva Ecija
San Fernando Pampanga Branch	G/F Doña Isa-Fel Bldg Dolores City of San Fernando (P)
San Jose Del Monte BLU	St Vivian's Plaza, M Villarica Road, Muzon, San Jose Del Monte, Bulacan
Valenzuela Branch	253A McArthur Highway, Karuhatan, Valenzuela City

3. DBP shall be free from any kind of claims, damages, liabilities or course of action in the event the Supplier violates any terms and conditions hereof, including any and all liabilities arising from the Supplier's non-compliance with the requirements of the Workmen's Compensation, Social Security and other labor laws.
4. DBP may terminate/cancel the Purchase Order (PO)/Notice to Proceed (NTP) when supplier fails to deliver, perform and comply with its obligation as required in the contract.
5. Conduct inspection and verify actual measurements on-site, scope should cover all glass panels of all branches.

IV. DELIVERY PERIOD

1. Within **twenty (20)** calendar days upon receipt of **Purchase Order (PO)** and **Notice to Proceed (NTP)**.
2. Upon delivery, the Supplier shall provide duly signed individual Delivery Receipts to the identified branches.
3. If the Supplier fails to satisfactorily deliver any or all of the Goods within the period specified in the Contract inclusive of duly granted time extensions if any, the Procuring Entity shall, without prejudice to its other remedies under the Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. The maximum deduction shall be ten percent (10%) of the amount of contract. Once the maximum is reached amount of liquidated damages reaches ten percent (10%), the Procuring Entity may rescind or terminate the Contract, without prejudice to other courses of action and remedies open to it.

V. WARRANTY

One (1) year warranty against factory electrical and mechanical defects due to faulty materials and workmanship that would substantially affect the function of the product under normal use.

If ever the units developed trouble and/or malfunction within the warranty period, the same shall be subject to repairs/parts, replacement free of charge and its warranty will be extended until such time the supplier completed repair.

VI. DOCUMENTARY REQUIREMENTS

The supplier must submit to DBP the following:

1. Signed quotation
2. Valid and Current Business Permit
3. Proof of PhilGEPS Registration
4. Technical Data Sheet/Brochure of the brand/model being offered.
5. Notarized Omnibus Sworn Statement signed by owner / authorized representative.
6. For **Sole Proprietorship**, duly notarized Special Power of Attorney, if to designate a representative
7. For **Corporation**, duly notarized Board Resolution/Secretary's Certificate designating authorized representative.

VII. PAYMENT

1. Payment shall be processed and credited to the Winning Bidder's DBP deposit account only upon the concerned Branches' issuance of their respective Certificate of Satisfactory Test-run and Certificate of Acceptance, which will be based on the completion of all deliverables.
2. The Winning Supplier shall open an account with DBP upon receipt of Notice of Award (if no existing account yet).
3. Single Official Receipt shall be issued by the Winning Bidder upon receipt of full payment.

VIII. RETENTION MONEY

The obligation for one (1) year warranty (reckoned from the date of acceptance) shall be covered by either retention money or a special bank-guarantee equivalent to one percent (1%) of the total contract amount.

Prepared by:

Signed
MARIA ABIGAIL L. BAGAPORO
TA – Branch Operations

Endorsed by:

Signed
MGR. MARIA REGINA A. SERRANO
TA – Business Development

Approved by:

Signed
FVP FRANCIS THADDEUS L. RIVERA
Head, Branch Banking Group – Central Luzon