



DEVELOPMENT BANK OF THE PHILIPPINES

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



**DEVELOPMENT BANK OF THE PHILIPPINES
BBG - CENTRAL LUZON
City of San Fernando, Pampanga**

TERMS OF REFERENCE

PROJECT: SUPPLY AND DELIVERY OF UPS TO VARIOUS BBG CENTRAL LUZON BRANCHES

I. APPROVED BUDGET FOR THE CONTRACT

ONE MILLION ONE HUNDRED FORTY THOUSAND PESOS (P1,140,000.00), inclusive of all applicable government taxes

II. TECHNICAL SPECIFICATIONS

BRANCH	QUANTITY	CAPACITY
BALER	2	6 KVA
CLARK	3	6 KVA
GUAGUA	1	10 KVA
MALOLOS	1	10 KVA
PALAYAN	1	10 KVA
SUBIC	1	6 KVA
TARLAC	1	10 KVA

Please refer to **Annex A** for the detailed specification of UPS.

III. DELIVERY, INSTALLATION, TESTING and INSPECTION

The winning bidder must complete the delivery and installation of the units within thirty (30) calendar days upon receipt of **Notice to Proceed (NTP)** to the following DBP locations:

1. **Baler Branch** – National Highway, Brgy Suklayin, Baler, Aurora
2. **Clark Branch** – Pavilion I, Clark Center, Jose Abad Santos Avenue, Clark Freeport Zone
3. **Guagua Branch** – Mary the Queen College Bldg. Jose Abad Santos Avenue, Brgy San Matias, Guagua, Pampanga
4. **Malolos Branch** – Paseo Del Congreso, Brgy Catmon, City of Malolos, Bulacan
5. **Palayan Branch** – Provincial Capitol Compound, Brgy Singalat, Palayan City, Nueva Ecija
6. **Subic Branch** - Unit 109 G/F Wow World Complex, Rizal Avenue Central Business District, Subic Bay Freeport Zone
7. **Tarlac Branch** – Macabulos Drive, Brgy San Roque, Tarlac City, Tarlac

The DBP authorized representative shall test and inspect the units upon successful installation.

If the Supplier fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in 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.

IV. TRAINING

The winning bidder must provide orientation session for at least two (2) DBP users per branch on the basic operations and troubleshooting of the delivered units. The orientation should be conducted upon the complete delivery and installation of the units.

V. CONDITIONS OF THE CONTRACT

1. The Supplier shall ensure that the items delivered are in accordance with the specifications required by the DBP. DBP has the right to reject delivery if item/s delivered were found to be defective/damaged and not according to the required specifications/model. All damaged units, if any, shall be replaced within five (5) calendar days.
2. All quotations above the approved budget for the contract shall be automatically disqualified.
3. All materials/information that may come into the possession of the supplier for purposes of the completion of this requirement shall remain confidential and should not come into the possession of any Third Party without the prior consent of DBP.
4. DBP may terminate/cancel the PO and NTP when supplier fails to deliver, perform and comply with its obligation as required in the contract.

VI. WARRANTY AND AFTER SALES

The two (2) years warranty period will commence upon issuance of Certificate of Acceptance.

Within the warranty period, the bidder is required to provide the following technical support:

1. Availability of online or via phone call technical support, with resolve time within 24 to 48 hours.
2. Beyond 24 hours if issues are not resolved, the bidder must provide a service unit once pulled out and to return the unit within one (1) or two (2) weeks.
3. Units for repair must be pulled-out from the DBP branch where it was originally reported and will not require the Bank to deliver the unit to the Bidder's Service Center. However, for units that were validated unserviceable and with persistent hardware problems that occur three (3) times, the winning bidder is required to replace the unit with a brand new (same mode) or a higher specification.

VII. RETENTION

The winning bidder is required to submit a special bank guarantee or a letter confirmation for the retention money in the amount equivalent to 5% of the total contract price. The retention money will be released after the lapse of the one (1) year warranty period and the remaining one (1) year warranty will be covered by a paper warranty. Provided, however, that the equipment delivered is free from patent and latent defects and all the conditions imposed under the contract have been fully met.

VIII. PERFORMANCE SECURITY

The bidder is required to submit a performance security in any of the following forms and percentages:

Form of Performance Security	Minimum % of Contract Amount
Cash, cashier's/manager's check issued by a Universal or Commercial Bank.	Five percent (5%)
Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank; provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a Foreign Bank.	
Surety Bond callable upon demand issued by a surety or insurance company together with certificate issued by Insurance Commission certifying the surety or insurance company is authorized to issue such surety bond.	Thirty percent (30%)

IX. DOCUMENTARY REQUIREMENTS

Interested supplier/s must submit the following:

1. Proposal / Quotation based on specifications
2. Technical Data Sheet / Brochure of the brand/model being offered
3. Summary of technical specifications of the brand and model being offered cross-referenced against the DBP minimum technical specifications per attached Annex A.
4. Submission of a valid power efficiency certificate issued by an authorized certifying body that can be verified or downloaded from an official website for confirmation of its validity.
5. List of accredited service centers within Central Luzon and Metro Manila.
6. Valid and Current Business Permit
7. BIR Certificate of Registration
8. 2024 Annual Income Tax Return
9. Proof of PhilGEPS Registration
10. Accomplished Data Privacy Consent Form
11. Notarized Omnibus Sworn Statement signed by owner / authorized representative. (To be notarized within the posting period)
12. For Sole Proprietorship, duly notarized Special Power of Attorney, if to designate a representative; or For Corporation, duly notarized Board Resolution/Secretary's Certificate designating authorized representative

X. PAYMENT

Onetime payment via Manager's Check or credit to DBP account upon completion of the project provided that the following documents are complete:

- Sales Invoice
- Delivery Receipt
- Certificate of Completion per branch (Annex B)
- Certificate of Acceptance (to be issued by DBP)

Prepared by:

Endorsed by:

Signed

KRSITINE REUTER B. DIZON
CSA UP-BBG

Signed

AM MARIA ABIGAIL L. BAGAPORO
TA – Branch Operations

Approved by:

Signed

FVP FRANCIS THADDEUS L. RIVERA
Head, BBG-Central Luzon