

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Secondary Internet Service Subscription of DSWD FO X Regional and Sub-Regional Offices ITB NO. 2024-03-05

Department of Social Welfare and
Development – Field Office X
Government of the Republic of the Philippines

**Sixth Edition
March 8, 2024**

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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 Nation

Section I. Invitation to Bid

DSWD FOX

INVITATION TO BID FOR the Secondary Internet Service Subscription for DSWD FO X Regional and Sub-Regional Offices

1. The *Department of Social Welfare and Development Field Office X* through the **Current Appropriations GAA 2024** intends to apply the sum of **Five Million Five Hundred Sixty Thousand Three Hundred Nine Pesos and 65/100 (Php 5,560,309.65)** only being the Approved Budget for the Contract (ABC) to payments under the contract for the Secondary Internet Service Subscription for DSWD FO X Regional and Sub-Regional Offices under ITB No. 2024-03-05. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *DSWD FO X* now invites bids for the above Procurement Project. Delivery of the Goods shall be in accordance with Section VI (Schedule of Requirements). Prospective Bidders must have completed a similar contract within the preceding two (2) years, a single contract equivalent to at least fifty percent (50%) of the Approved Budget Cost per Lot to be bid. 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) 9184, otherwise known as the “Government Procurement Reform Act”.
 - (i) 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 5183.
4. Interested bidders may obtain further information from *DSWD FO X BAC Secretariat* and inspect the Bidding Documents at the address given below during weekdays (except holidays) from **8:00 AM - 5:00 PM starting March 11, 2024**.
5. A complete set of Bidding Documents may be acquired by interested bidders on 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 Ten Thousand Pesos Only (Php 10,000.00). The procuring entity shall allow the bidder to present its proof of payment for the fees in person or through e-mail during the conduct of bid opening.
6. The *DSWD FO X* will hold a Virtual Pre-Bid Conference through videoconferencing via google meet (<https://meet.google.com/ffi-soje-zxu>) on **March 18, 2024 @ 1:00 PM onwards**, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the address below on or before **April 1, 2024 @ 12:00 PM**. 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. Virtual Bid opening through videoconferencing via Google meet shall be on **April 1, 2024 @ 1:00 PM, onwards.** Bids will be opened in the presence of the bidders' representatives who choose to attend the activity. The links will be provided upon submission of bid documents.
10. Each bidder shall submit one (1) original and two (2) more duplicate copies of its Bid, which shall be properly sealed and marked. Please see *Annex A* for the detailed illustrations of the Sealing and Marking of Bids. Improper sealing and marking of bids shall be a ground for disqualification.
11. To resolve cases where there is an occurrence of a tie among bidders, i.e., two or more of the bidders have been post-qualified as the Lowest Calculated Responsive Bid (LCRB), the DSWD FO X shall resort to a non-discretionary and non-discriminatory measure such that the same is based on sheer luck or chance as per GPPB Circular No. 06-2005 "Tie-Breaking Method".
12. After the opening and evaluation of bids, the BAC, its staff and personnel, the Secretariat and Technical Working Group (TWG), as well as observers, are prohibited from communicating in any way with any bidder regarding the evaluation of their bids until the issuance of a Notice of Award (NOA). However, the BAC, through its Secretariat, may ask in writing the bidder for clarification of its request. All responses to requests for clarification shall be in writing.
13. The *DSWD FO X* 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 Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.
14. For further information, please refer to:

ATTY. JUSTINE PHILLIP O. TADEO
Head, BAC Secretariat
DSWD Field Office X
Masterson Avenue, Upper Carmen, Cagayan de Oro City
Tel No. (088) 858-6333 local 102
Mobile No. 09754860960
bac.fo10@dswd.gov.ph
15. You may visit the following websites for downloading of Invitation to Bid: www.philgeps.gov.ph or <https://fo10.dswd.gov.ph/>

March 8, 2024

RONALD RYAN R. CUI
Chairperson, Bids and Awards Committee

Section II. Instructions to Bidders

DSWD FOX

1. Scope of Bid

The Procuring Entity, *Department of Social Welfare and Development Field Office X* wishes to receive Bids for the **Secondary Internet Service Subscription of DSWD FO X Regional and Sub-Regional Offices** with identification number 2024-03-05.

The Procurement Project (referred to herein as “Project”) is composed of 1 Lot, the details of which are described in Section VII (Terms of Reference).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for **Current Appropriations GAA 2024** intends to apply the sum of **Five Million Five Hundred Sixty Thousand Three Hundred Nine Pesos and 65/100 (Php 5,560,309.65)**.

2.2. The source of funding is the General Appropriations Act or Special Appropriations.

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.

5.2. 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. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- b. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.

5.3. 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

7.1. Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a virtual pre-bid conference for this Project on **March 18, 2024 @ 1:00 PM onwards** through videoconferencing via google meet (<https://meet.google.com/ffi-soje-zxu>).

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 two (2) 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 e.

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 **Section VII (Terms of Reference)**.

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 tradable 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.

13.2. Payment of the contract price shall be made in Philippine Pesos.

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration² 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 July 30, 2024. 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 (1) original and two (2) more duplicate copies of its Bid.

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 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.

19.3. The descriptions of the lots or items shall be indicated in **Section VII (Terms of Reference)**, 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 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

20.2. 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

DSWD FOX

Bid Data Sheet

| ITB Clause | |
|------------|--|
| 5.3 | The Bidder must have completed, within the period specified in the Invitation to Bid, a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC. |
| 7.1 | Subcontracting is not allowed. |
| 12 | No further instruction. |
| 14.1 | <p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ol style="list-style-type: none"> 1. The amount of not less than One Hundred Eleven Thousand Two Hundred Six Pesos and 19/100 (Php 111,206.19) if bid security is in cash, cashiers/manager's check, bank draft/guarantee or irrevocable letter of credit. Or 2. The amount of not less than Two Hundred Seventy Eight Thousand Fifteen Pesos and 48/100 (Php 278,015.48) if bid security is in Surety Bond. |
| 15 | Each Bidder shall submit one (1) original and two (2) certified true copies of the first and second components of its Bid. Forms provided in Section IX (Bidding Forms) must be completed without any alterations to their format, and no substitute form shall be accepted. |
| 19.3 | Partial bid is not allowed. The goods are grouped in a lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award. |
| 20.2 | The Lowest Calculated Bid (LCB) or Single Calculated Bid (SCB) as the case may be, shall submit the following additional documents during the Post-Qualification Stage: 1) Latest income tax returns (ITR) (covering the immediately preceding year) and latest business tax returns (BTR) (for the last six (6) months preceding the date of bid submission) filed through the Electronic Filing and Payment System (eFPS) of the BIR (Certified True Copy). |
| 21.2 | No further instructions. |

Section IV. General Conditions of Contract

DSWD FOX

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 prior to 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 IV (Terms of Reference)** 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.

DSWD FOIA

Section V. Special Conditions of Contract

DSWD FOX

Special Conditions of Contract

| GCC Clause | |
|------------|--|
| 1 | <p>Delivery and Documents –</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>The delivery terms applicable to this Contract are specified in Section VI (Schedule of Requirements). 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. The details of shipping and/or other documents to be furnished by the Supplier are as follows:</p> <p>Upon delivery of the Goods to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents to the Procuring Entity:</p> <ul style="list-style-type: none"> (i) Original and two copies of the Supplier’s invoice showing Goods’ description, quantity, unit price, and total amount; (ii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity’s representative at the Project Site; and (iii) Two copies of the Invoice Receipt for Property signed by the Procuring Entity’s representative at the Project Site. <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site are defined in Section VI (Schedule of Requirements).</p> <p>Incidental Services –</p> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services including the delivery fee and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract.</p> |

| | |
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| | <p>Transportation –</p> <p>Where the Supplier is required under Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p> <p>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 the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>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.</p> |
| 2.2 | <p>The terms of payment shall be on a quarterly basis, as agreed by both parties, with the presentation of receipts and inspection and acceptance from the end-user.</p> |
| 4 | <p>No further instructions.</p> |

Section VI. Schedule of Requirements

DSWD FOX

Schedule of Requirements

Secondary Internet Service Subscription for DSWD FO X Regional and Sub-Regional Offices

| ITEM NO. | ITEM DESCRIPTION | QTY | UNIT | DELIVERY DATE |
|-----------------|--|------------|-------------|----------------------|
| 1 | Secondary Internet Service Subscription for DSWD FO X Regional and Sub-Regional Offices | 1 | lot | |

Complete the delivery, installation and configuration within thirty (30) to forty-five (45) calendar days from the receipt of the Notice to Proceed.

I hereby certify to comply and deliver all of the above requirements within the delivery schedule.

Name of Company/Bidder

Bidder's Signature over Printed Name

Date: _____

Section VII. Terms of Reference

DSWD FOIX

Terms of Reference

Internet Service Subscription for DSWD FO X Regional and Sub-Regional Offices

Bidders must state either “Comply” or “Not Comply” in the Statement of Compliance column to each indicated parameter or specification. The bidder’s offered item must also be indicated in the Bidder’s Specifications column. Ensure that the offered item/s must all be compliant to the indicated parameter/s or specification/s to avoid failure of your bids.

| ITEM NO. | ITEM DESCRIPTION | QTY | UNIT | STATEMENT OF COMPLIANCE |
|-----------------|--|------------|-------------|--------------------------------|
| 1 | Secondary Internet Service Subscription for DSWD FO X Regional and Sub-Regional Offices | 1 | lot | |

I. BACKGROUND

In an ever-evolving world driven by technological advancements, the Department of Social Welfare and Development (DSWD) remains dedicated to its mission of improving the lives of the Filipino people, especially those in vulnerable situations. Recognizing the transformative potential of digital technology, DSWD is committed to embracing digital transformation as a means to enhance its services, improve efficiency, and ensure more effective assistance to those in need.

The DSWD has always been at the forefront of providing social services and support to marginalized and disadvantaged sectors of society. However, in the face of rapidly changing technology and the ongoing digital revolution, we understand the need to adapt and harness the benefits of digital transformation. This commitment is a testament to our dedication to better serve our beneficiaries and stakeholders. Thus, as part of this commitment, the DSWD recognizes the need to engage with a reputable Internet Service Provider (ISP) to meet its internet connectivity and networking requirements.

The need to initiate a process to identify, evaluate, and select an ISP that can meet its internet connectivity and networking requirements effectively is vital to the continuity in providing services to the Filipino people. This ToR document outlines the terms, objectives, and expectations for the selection and engagement of an ISP and the successful ISP will play a crucial role in supporting the Organization's mission and facilitating its day-to-day operations. The DSWD seeks to establish a productive and mutually beneficial partnership with the selected ISP to ensure seamless and secure internet connectivity services.

The DSWD recognizes that digital transformation is not an isolated effort. It requires collaboration with government agencies, private sector partners, and civil society organizations. We will seek partnerships that can help us leverage digital technologies to reach more beneficiaries, streamline processes, and promote innovation.

II. OBJECTIVES

The primary objectives of this Terms of Reference (ToR) document for the selection and engagement of an Internet Service Provider (ISP) are as follows:

- a. **Identify and Select an ISP:** The main objective is to identify, evaluate, and select a reputable ISP that aligns with the **DSWD Field Office X** internet connectivity and networking requirements. The selected ISP should demonstrate the ability to deliver reliable and high-quality internet services.
- b. **Ensure Reliability and Performance:** Ensure that the selected ISP offers a highly reliable internet connection with minimal downtime and consistently delivers optimal performance, meeting or exceeding industry benchmarks.
- c. **Support Diverse Stakeholder Requirements:** Accommodate the distinct connectivity needs of the Organization's various stakeholders, including employees, customers, partners, vendors, and remote workers, with tailored solutions where necessary.
- d. **Enhance Security and Compliance:** Ensure that the internet services provided by the ISP adhere to security best practices and industry compliance standards. This includes safeguarding sensitive data, implementing necessary security measures, and mitigating cybersecurity risks.
- e. **Optimize Cost-Efficiency:** Seek cost-effective internet solutions that offer value for investment, balancing quality and cost-effectiveness in a manner that benefits the Organization's bottom line.
- f. **Enable Technical Support and Maintenance:** Ensure that the ISP provides efficient and responsive technical support and maintenance services to address any technical issues, outages, or connectivity challenges in a timely and effective manner.
- g. **Establish Clear Service Level Agreements (SLAs):** Define and formalize SLAs with the selected ISP to establish clear expectations regarding service quality, response times, and issue resolution procedures.
- h. **Ensure Accountability and Transparency:** Establish a governance framework that ensures accountability and transparency in the relationship between the Organization and the selected ISP.

These objectives collectively guide the selection and engagement of an ISP, emphasizing the critical factors of reliability, security, scalability, cost-effectiveness, and a productive partnership to meet the Organization's connectivity and networking needs effectively.

III. DEFINITION OF TERMS

- a. **Internet Service Provider (ISP):** The entity selected by the Organization to deliver internet connectivity and related services as outlined in this ToR.
- b. **Connectivity Requirements:** The specific needs and demands of the Organization for internet services, encompassing bandwidth, reliability, and performance expectations.

- c. **Reliability:** The ability of the ISP to consistently provide internet services with minimal downtime or interruptions.
- d. **Security and Compliance:** Adherence to industry standards and regulations concerning data security, privacy, and cybersecurity measures.
- e. **Scalability:** The capacity of the ISP to expand or adapt services to accommodate the Organization's changing connectivity needs.
- f. **Cost-Effectiveness:** The balance between the quality and cost of internet services, ensuring that services are affordable and provide value for investment.
- g. **Technical Support:** The provision of responsive and effective technical support and maintenance services to address connectivity issues.
- h. **Service Level Agreements (SLAs):** Formal agreements between the Organization and the ISP, specifying performance standards, response times, and issue resolution procedures.
- i. **Redundancy:** Measures put in place to ensure business continuity in the event of network failures.
- j. **Quality of Service (QoS):** The level of performance provided by the ISP in terms of low latency, efficient data transfer, and minimal disruptions.
- k. **Knowledge Transfer:** The process by which the ISP facilitates the transfer of knowledge and expertise to the Organization's internal teams to enhance in-house management of connectivity systems.
- l. **Business Continuity:** The capacity to maintain operations in the face of connectivity interruptions, outages, or unforeseen technical issues.
- m. **Environmental Responsibility:** Efforts made by the ISP to minimize the ecological impact of its services and align with environmental sustainability practices.
- n. **Legal and Ethical Compliance:** Adherence to legal requirements and ethical principles, including copyright laws, data handling ethics, and human rights considerations.

IV. SCOPE OF SERVICES

The project covers the installation of **Dedicated Internet Access (DIA) Internet line and Broadband Internet Service lines** for the **DSWD Field Office X and Fifteen (15) sub-regional offices** as listed on **Annex A**. It involves the following:

- a. The winning Bidder shall provide optical fiber connectivity, necessary hardware, terminations and other services required to set up the internet connection.
- b. Provision of incident reports and updates in case of connection failure;

- c. Provision of monthly utilization graphs and/or MRTG tool for monitoring of link quality and bandwidth utilization;
- d. Inclusion of Two (2) allowable transfer of internet service facility per site, in case of relocation of office.
- e. Provision of 24/7 support services; and
- f. Entering into a Service Level Agreement which defines parameters of rebates for non-performance, etc.

V. PROJECT DURATION AND PERIOD OF ENGAGEMENT

Eight (8) months service subscription and payment will be done on a quarterly basis. Statement of Account (Inclusive of Tax) will arrive in the 1st week of the preceding quarter.

VI. PROJECT COST (Budgetary Requirements)

The Organization has allocated a total budget of **PHP 5,560,309.65** for the procurement of Internet Services to meet its internet connectivity needs. Project components and cost breakdown are shown in the table below:

Table 1. Deliverables and Cost Breakdown

| PROJECT COMPONENT | | QUANTITY | UNIT | UNIT COST | TOTAL COST |
|-------------------|----------|----------|------|------------------|------------------|
| Secondary Service | Internet | 1 | LOT | PHP 5,560,309.65 | PHP 5,560,309.65 |

VII. SUBMISSION OF REPORTS, OUTPUTS AND DELIVERABLES

The major outputs of this project are as follows with the aforementioned specification per the scope services:

a. Pre-Installation

Provide detailed work plan specifying installation design, detailed activities, network diagram showing connectivity from end user’s datacenter up to the last mile and timelines (ISP to fill up WORK PLAN form as attachment)

b. Actual Installation

1. Provide and install a Channel Service Unit/Data Service Unit (CSU/DSU) modem or any equivalent network termination unit at both ends of the Internet connections.
2. Provide and install a Router at both ends of the Internet connections.
3. Provide internet connectivity directly to the end user’s server room, including materials needed for the purpose. This includes provision for the installation of cables/insulation using industry standard and materials.

4. Complete the delivery, installation and configuration within thirty (30) to forty-five (45) calendar days from the receipt of the Notice to Proceed. Otherwise, the winning bidder shall pay the corresponding penalties/liquidated damages in the amount of one tenth of one percent (1/10 of 1%) of the total contract price for every calendar day of delay.

c. Configuration

1. Configure modem or network termination unit for specified connection requirements;
2. Configure router to the equivalent direct Internet connection speed;
3. Configure backup router, if any;
4. Set up Public IP address per subscription.
 - a. Dedicated Internet Access (DIA)
IP Address Allocation:
 - i. IPv4 Address at least /29 Subnet
 - ii. IPv6 compliant
 - b. Shared Broadband
 - i. Set up one (1) Public IP address per subscription

d. Testing Period

1. The selected ISP shall notify DSWD FO X in writing seven (7) days prior to the required inspection/testing of the internet service connection.
2. The acceptance test procedure shall be in accordance with the following:
 - a. The acceptance testing will be undertaken for a period of seven (7) days.
 - b. Internet will have no service interruption during the agreed test period.
 - c. The Internet bandwidth requirement is attained during working hours (i.e., 7:00 a.m. to 7:00 p.m.).
 - d. MRTG should be in place

If any of the foregoing conditions are not met, the count of the testing period shall be restarted until all of these conditions have been duly satisfied continuously for 7 working days.

Start of the Contractor's billing shall be based on the date of issuance of "Certificate of Acceptance".

During the testing period, the Contractor shall not be held liable for performance degradation/interruptions that are beyond its control such as power outages, fluctuations or failure or malfunction of DSWD FO X's own equipment, and international/regional internet backbone problems.

3. DSWD FO X shall issue Certificate of Inspection and Acceptance to the Provider upon successful completion of the testing certifying that the Service Provider conforms to Section IV and Section VIII.

e. Implementation

1. Shall maintain all equipment in proper working order
2. Provide an escalation list and procedure in reporting faults and outages.
3. Provider must immediately advise DSWD FO X any downtime occurrence or if any case the internet rerouted to a backup link.
4. Providers must have standby equipment to immediately replace the existing equipment once found defective.

f. Rebates

1. Provide industry standard Service Level Agreement (SLA) which shall carry a corresponding “Performance Credit” or rebate in favor of DSWD FO X should any of the committed parameters mentioned below is not met.
2. The selected ISP provider/s should be able to render the following services:
 - a. Availability
Provide 99.5% link uptime in a month.
 - b. Render 24 hours x 7 days customer service support
Support response time
 - i. 30 minutes for emergency tickets for the following categories:
 - Link connection is down
 - Packet loss, variation in latency
 - Routing issue
 - ii. Twenty-four (24) hours response time for technical problems that require on-site services.
 - iii. Rebate Schedule for Downtime Connection Interruption/Outage

If the interruption is attributable to the ISP, as acknowledged by the ISP’s Fault Management Center, the ISP shall voluntarily make the appropriate “Performance Credit” or rebate to DSWD FO X without the need to report or claim on the outage. The credit allowance/rebate shall be applied to the next billing month.

Credit for Interruptions to service will be allowed as follows:

Interruptions of 24 Hours or less

| Length of Interruption | Credit |
|-------------------------------|---------------|
| Less than 30 minutes | None |
| 30 – 179 minutes | (½) day |

| | |
|--------------------|----------|
| 180 – 359 minutes | (1) day |
| 360 – 539 minutes | (2) days |
| 540 – 719 minutes | (3) days |
| 720 – 899 minutes | (4) days |
| 900 – 1440 minutes | (5) days |

For interruptions more than 24 hours, credit will be the number of hours divided by 3.

(A total of 5 days of service outages in a month shall be equivalent to non-payment of the next monthly billing statement or an extended one month free service.)

g. Maintenance

- a. Provide a single point of contact for customer support in both areas of network connectivity and Internet access;
- b. Shall respond to request for maintenance at no cost to DSWD FO X;
- c. Provide not less than 7 days proactive notice of scheduled downtimes, service interruption, upgrades or preventive maintenance, if any; subject to the approval of DSWD FO X and
- d. Submit monthly access/usage reports to attest compliance to the SLA.

VIII. INSTITUTIONAL ARRANGEMENTS

a. The Service Provider (Firm)

The service provider representative shall coordinate with the **DSWD Field Office X**, through the assigned project focal, within the duration of the project; and

b. The DSWD Field Office X.

- a. Grant the ISP’s authorized representative access to its premises, equipment and facilities located therein to perform its obligations, provided that such representative shall be accompanied by the duly assigned DSWD FO X personnel;
- b. Responsible for the safe custody and use of the equipment installed by the ISP provider;
- c. Monitor the provided services and verify if the parameters under the Service Level Agreement are met and performed by the ISP provider;
- d. Issue Certificate of Inspection and Acceptance as stipulated in Section VIII, Item

IX. QUALIFICATIONS OF THE SERVICE PROVIDER

- a. The bidder must be a Local Telecommunications Company (Licensed to provide Internet services) or must be **NTC-Registered Value-Added Service Providers**: Holding an NTC registration certificate confirming their status as a Value-Added Service Provider. Additionally, the certificate must explicitly grant them permission to offer internet access services within the Region 10.
- b. The bidder should have undergone similar projects of a similar nature:
 1. "Similar nature" shall be contracts pertaining to the supply or management of Information and Communications Technology (ICT) equipment or Internet Protocol-based interconnectivity of data, audio, and/or video.
- c. The bidder must provide proof of capacity and ability to provide maintenance services and technical support.
- d. The bidder must provide seven days a week and 24 hours per day coverage for technical assistance and/or helpdesk facilities. Any problem should be resolved within a maximum of 24 hours after the notification.
- e. The bidder must have a Network Monitoring System (NMS) supported by a qualified and experienced engineers/technical support team.
- f. The bidder must have rendered at least five (5) years of internet service to the different government agencies and private companies.

X. CRITERIA FOR EVALUATION FOR SHORTLISTING, TECHNICAL REQUIREMENTS

- a. Bidders must submit a detailed work plan specifying installation design, detailed activities, connectivity diagram from end user premise up to the last mile and timelines. Bidders are required to conduct site inspection.
- b. There shall be no repeating Service Provider for Primary and Secondary lines. The selected service provider for the Primary Internet Service must no longer participate in the bidding for the Secondary Internet Service and so on. For Managed Network Service providers, they cannot use the same Internet Service Provider of our Primary lines to supply this project.
- c. Subscribed lines should be fully fiber optic from ISP up to the last mile.
- d. The bidders must be compliant with the following parameters:
 1. Bandwidth and Connectivity Support
 - a. Dedicated Bandwidth for Regional Office:
 - i. Guaranteed Dedicated Bandwidth with Committed Information Rate (CIR) 1:1 Ratio from Telco provider to client.
 - b. Broadband Bandwidth for Sub-regional Offices:

- i. Service Reliability: Minimum of 30% of Subscribed speed at 80% Reliability.
- c. Immediate problem isolation and resolution
- d. Provide corrective service information and configuration
- e. Remote system monitoring and reporting (MRTG of each of the sites)

2. Internet Bandwidth

The bandwidth requirements and specifications for the procurement of the Secondary Internet Service lines are shown below:

Table 2. Secondary Internet Service Specifications

| OFFICE | Subscription Type | Bandwidth | Public IP |
|-----------------|-------------------|-----------|-----------|
| REGIONAL OFFICE | Dedicated | 1 Gbps | Yes |
| SWAD ILIGAN | Broadband | 200 Mbps | Yes |
| SWAD TUBOD | Broadband | 200 Mbps | Yes |
| SWAD KAPATAGAN | Broadband | 200 Mbps | Yes |
| SWAD MARAMAG | Broadband | 200 Mbps | Yes |
| SWAD GINGOOG | Broadband | 200 Mbps | Yes |
| SWAD VALENCIA | Broadband | 200 Mbps | Yes |
| SWAD KIBAWÉ | Broadband | 200 Mbps | Yes |
| SWAD OZAMIZ | Broadband | 200 Mbps | Yes |
| SWAD OROQUIETA | Broadband | 200 Mbps | Yes |
| POO MIS. OR | Broadband | 200 Mbps | Yes |
| POO MIS. OCC | Broadband | 200 Mbps | Yes |
| POO LDN | Broadband | 200 Mbps | Yes |
| POO BUKIDNON | Broadband | 200 Mbps | Yes |
| HAVEN | Broadband | 200 Mbps | Yes |
| BAHAY SILUNGAN | Broadband | 200 Mbps | Yes |

3. Service Restoration and Quality of Service (QoS) Levels

- i. 8am x 5pm NBD (Next Business Day) response time
- ii. Down / Disconnected sites must be up and running within reasonable time upon receipt of the report.

4. 24/7 Help Desk Support Services

- i. Receive and respond to problem reports and user requests
 - ii. Provide first level technical support with regards to internet connectivity
5. The DIA and Broadband internet subscriptions must have at least One (1) Usable Public IP Address each.
6. IPv6 compliant.

XI. OWNERSHIP AND PUBLICATION RIGHTS

1. All documentation produced under the terms of this engagement shall remain the property of DSWD. DSWD retains the exclusive right to publish or disseminate the knowledge products arising from the engagement even after the termination of this project.
2. The internet service provider is required to submit a written letter when requesting raw data, versions and/ or parts of the outputs which will be used for purposes other than what was originally agreed upon with the terms of this engagement.

I hereby certify to comply and deliver all of the above requirements within the delivery schedule.

Name of Company/Bidder

Bidder's Signature over Printed Name

Date: _____

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary “pass/fail” criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

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 Terms of Reference, which shall include production/delivery schedule, and after-sales warranty; **and**
- (f) Original duly signed Omnibus Sworn Statement (OSS); in the case of a corporation, partnership or cooperative, an Original Notarized Secretary's Certificate or Board Resolution authorizing the representative; or Original Notarized Special Power of Attorney of all members of the joint venture giving full power and authority to its authorized representative to sign the OSS; or Original Notarized Special Power of Attorney executed in favor of the authorized representative in case of sole-proprietorship to 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.

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

- (i) [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.

- (j) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

25 FINANCIAL COMPONENT ENVELOPE

- (a) Original of duly signed and accomplished Financial Bid Form; **and**
- (b) Original of duly signed and accomplished Price Schedule(s).

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Section IX. Bidding Forms

DSWD FOIX

Bid Form for the Procurement of Goods

BID FORM

Date: _____

Project Identification No. : 2024-03-05

To: *[name and address of Procuring Entity]*

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.

Name: _____

Legal capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Date: _____

Price Schedule for Goods Offered from Abroad

For Goods Offered from Abroad

Name of Bidder _____ Project ID No. _____ Page ___ of ___

| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
|------|-------------|-------------------|----------|--|---|--|--------------------------------------|---------------------------------------|
| Item | Description | Country of origin | Quantity | Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination) | Total CIF or CIP price per item (col. 4 x 5) | Unit Price Delivered Duty Unpaid (DDU) | Unit price Delivered Duty Paid (DDP) | Total Price delivered DDP (col 4 x 8) |
| | | | | | | | | |

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Price Schedule for Goods Offered from Within the Philippines

For Goods Offered from Within the Philippines

Name of Bidder _____ Project ID No. _____ Page ___ of ___

| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|------|-------------|-------------------|----------|-------------------------|---|--|--|--|--|
| Item | Description | Country of origin | Quantity | Unit price EXW per item | Transportation and all other costs incidental to delivery, per item | Sales and other taxes payable if Contract is awarded, per item | Cost of Incidental Services, if applicable, per item | Total Price, per unit (col 5+6+7+8) | Total Price delivered Final Destination (col 9) x (col 4) |
| | | | | | | | | | |

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Computation of Net Financial Contracting Capacity (NFCC)

Business Name: _____

Business Address: _____

The bidder must submit a computation of its Net Financial Contracting Capacity (NFCC), which must be at least equal to the ABC to be bid in the amount of **Five Million Five Hundred Sixty Thousand Three Hundred Nine Pesos and 65/100 (Php 5,560,309.65)** calculated as follows:

NFCC = [(Current asset minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started coinciding with the contract to be bid.

The values of the domestic bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR.

| | Amount |
|--|--------|
| Current Assets | |
| Minus: Current Liabilities | |
| Sub-Total | |
| Multiplied by 15 | |
| Sub-Total | |
| Minus: Value of Outstanding Contracts | |
| NFCC | |

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Bid Securing Declaration Form

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

BID SECURING DECLARATION **Project Identification No.: 2024-03-05**

To: *[Insert name and address of the Procuring Entity]*

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)

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:]*

7. *[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]

Statement of All On-Going Government and Private Contracts, Including Contracts Awarded but Not Yet Started, Whether Similar or Not Similar in Nature and Complexity to the Contract to be Bid

Business Name: _____

Business Address: _____

A. Government

| Nature of Contract (Project Title) | a. Owner's Name | Project Cost | Bidder's Role | | a. Date Awarded | % of Accomplishment | | Value of Outstanding Works (Undelivered Portion) |
|------------------------------------|-----------------|--------------|---------------|---|------------------------------|---------------------|--------|--|
| | b. Address | | Description | % | b. Date Started | Planned | Actual | |
| | c. Contact Nos. | | | | c. Target Date of Completion | | | |
| 1 | a. | | | | a. | | | |
| | b. | | | | b. | | | |
| | c. | | | | c. | | | |
| 2 | a. | | | | a. | | | |
| | b. | | | | b. | | | |
| | c. | | | | c. | | | |

B. Private

| Nature of Contract (Project Title) | a. Owner's Name | Project Cost | Bidder's Role | | a. Date Awarded | % of Accomplishment | | Value of Outstanding Works (Undelivered Portion) |
|------------------------------------|-----------------|--------------|---------------|---|------------------------------|---------------------|--------|--|
| | b. Address | | Description | % | b. Date Started | Planned | Actual | |
| | c. Contact Nos. | | | | c. Target Date of Completion | | | |
| 1 | a. | | | | a. | | | |
| | b. | | | | b. | | | |
| | c. | | | | c. | | | |
| 2 | a. | | | | a. | | | |
| | b. | | | | b. | | | |
| | c. | | | | c. | | | |

Note: The following documents must be available upon request of the Bids and Award Committee (BAC) or designated Technical Working Group (TWG) during Post-Qualification to support this statement: (a) **Contract or Purchase Order**, (b) **Official Receipt(s) or Sales Invoice** or (c) **User's Certificate of Acceptance/Completion**

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Date: _____

Statement of Single Largest Completed Contract (SLCC)² Similar to the Contract to be Bid

Business Name: _____

Business Address: _____

| Nature of Contract (Project Title) | a. Owner's Name | Project Cost | Bidder's Role | | a. Date Awarded |
|------------------------------------|-----------------|--------------|---------------|---|-------------------|
| | b. Address | | Description | % | b. Date Started |
| | c. Contact Nos. | | | | c. Date Completed |
| | a. | | | | a. |
| | b. | | | | b. |
| | c. | | | | c. |

Note: *The following documents must be attached to support this statement: (a) Official Receipt(s) or Sales Invoice or (b) User's Certificate of Acceptance/Completion*

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Date: _____

²The Bidder must have completed, within the period specified in the Invitation to Bid and ITB Clause 5.3 of Section III. Bid Data Sheet, a single contract that is similar to the project to be bid, equivalent to a percentage (%) of the ABC specified in ITB Clause 5.3(a) of Section II. Instruction to Bidders.

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