

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Procurement of GOODS

Government of the Republic of the Philippines

**Subscription of Managed Voice Over Internet Protocol
Communication System and Internet Line Services for DSWD
CAR Field Office and Extension Offices for Calendar Year 2024**

**Sixth Edition
July 2020**

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.

Table of Contents

Glossary of Acronyms, Terms, and Abbreviations	4
Section I. Invitation to Bid.....	7
Section II. Instructions to Bidders.....	11
1. Scope of Bid	12
2. Funding Information.....	12
3. Bidding Requirements	12
4. Corrupt, Fraudulent, Collusive, and Coercive Practices	12
5. Eligible Bidders.....	12
6. Origin of Goods	13
7. Subcontracts	13
8. Pre-Bid Conference	13
9. Clarification and Amendment of Bidding Documents	13
10. Documents comprising the Bid: Eligibility and Technical Components	13
11. Documents comprising the Bid: Financial Component	14
12. Bid Prices	14
13. Bid and Payment Currencies	14
14. Bid Security	15
15. Sealing and Marking of Bids	15
16. Deadline for Submission of Bids	15
17. Opening and Preliminary Examination of Bids	15
18. Domestic Preference	16
19. Detailed Evaluation and Comparison of Bids	16
20. Post-Qualification	16
21. Signing of the Contract	17
Section III. Bid Data Sheet	18
Section IV. General Conditions of Contract	21
1. Scope of Contract	22
2. Advance Payment and Terms of Payment	22
3. Performance Security	22
4. Inspection and Tests	22
5. Warranty	23
6. Liability of the Supplier	23
Section V. Special Conditions of Contract	24
Section VI. Schedule of Requirements	29
Section VII. Technical Specifications	30
Section VIII. Checklist of Technical and Financial Documents	51

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

Notes on the Invitation to Bid

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria (*e.g.*, the application of a margin of preference in bid evaluation).

The IB should be incorporated in the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.

INVITATION TO BID FOR Subscription of Managed Voice Over Internet Protocol Communication System and Internet Line Services for DSWD CAR Field Office and Extension Offices for Calendar Year 2024 ITB 2023-DSWDCAR-EPA-06

1. The *Department of Social Welfare and Development – Cordillera Administrative Region*, through the **National Expenditure Program 2024** intends to apply the sum of **Three Million Six Hundred Eighty Two Thousand Five Hundred Twenty Pesos (PhP 3, 682, 520.00)** being the ABC to payments under the contract for the project, **Subscription of Managed Voice Over Internet Protocol Communication System and Internet Line Services for DSWD CAR Field Office and Extension Offices for Calendar Year 2024**, broken down into three (3) lots:

Lot No.	Description	Approved Budget for the Contract
1	Subscription for the Managed Voice over Internet Protocol (VoIP) Communication System for CY 2024	PhP 1, 537, 200.00
2	Subscription for the Dedicated Fiber Internet line connecting the Regional Rehabilitation Center for the Youth– Sablan, Benguet to the Field Office	PhP 823, 000.00
3	Subscription for the Fiber internet line connecting the Crisis Intervention Section Temporary Office and DRMD Temporary Office and Subscription for Internet Protocol – Virtual Private Network (IP-VPN) connecting the Field Office, Centers and Institutions, and Extension Offices	PhP 1, 322, 320.00

Bids received in excess of the ABC shall be automatically rejected at bid opening.

2. The *Department of Social Welfare and Development - CAR* now invites bids for the above Procurement Project. Delivery of the Goods is required within **January to December 2024**. Bidders should have completed, within **two (2) 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.

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 **Department of Social Welfare and Development - CAR** and inspect the Bidding Documents at the address given below during **8:00AM to 5:00PM**, Monday to Friday.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **02 December 2023 to 01:00PM (PST) 26 December 2023** from the given address and website(s) below and upon payment at the Cash Section of the applicable fee for the Bidding Documents pursuant to the latest Guidelines issued by the GPPB.

Lot No.	Description	Bidding Documents Fee
1	Subscription for the Managed Voice over Internet Protocol (VoIP) Communication System for CY 2024	PhP 5, 000.00
2	Subscription for the Dedicated Fiber Internet line connecting the Regional Rehabilitation Center for the Youth– Sablan, Benguet to the Field Office	PhP 1, 000.00
3	Subscription for the Fiber internet line connecting the Crisis Intervention Section Temporary Office and DRMD Temporary Office and Subscription for Internet Protocol – Virtual Private Network (IP-VPN) connecting the Field Office, Centers and Institutions, and Extension Offices	PhP 5, 000.00
For Lots 1-3		PhP 5, 000.00

The procuring entity allows payment of bidding documents through Bank-to-Bank transaction. However, the Official Receipt shall only be issued to the bidder upon receipt of proof of payment¹ by the Cash Section with the following bank details:

Account Number: 0222-0218-63
Account Name : DSWD FO CAR (MISC TRUST ACCNT)
Name of the Bank: LANDBANK – Baguio Branch

6. The **Department of Social Welfare and Development-CAR** will hold a **Pre-Bid Conference**² on **01:30 PM (PST) 11 December 2023** at **DSWD-CAR Premises and via Video Teleconference or Google Meet with meeting ID/Link as meet.google.com/jqq-mpew-hqw**, which shall be opened to prospective bidders.
7. Bids must be duly received by the BAC Secretariat at the office address indicated below on or before **01:00 PM (PST) of 26 December 2023**. Late bids shall not be accepted.

¹ Original copy of the Deposit Slip or Screenshot of Successful Online Bank Transaction reflecting the Reference Number.

² May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a Pre-Bid Conference.

The procuring entity allows submission through courier provided that the bid envelope will be received on or before the deadline of bid submission.

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 **01:30 PM (PST) of 26 December 2023** at **DSWD-CAR Premises and via Video Teleconference** and **via Google Meet with meeting ID/Link as meet.google.com/jib-dybe-fjm**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The **Department of Social Welfare and Development** 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:
BAC SECRETARIAT
Procurement Section
DSWD-CAR
40 North Drive, Baguio City
bacsec.car@dswd.gov.ph
(074) 661-0430 Local 25025
Mobile Number: Smart: 09695729176
12. You may visit the following website for downloading of Bidding Documents:
<https://car.dswd.gov.ph/downloads/procurement/procurement-opportunities/>

SGD.
ENGR. ENRIQUE H. GASCON JR.
BAC Chairperson

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

1. Scope of Bid

The Procuring Entity, *Department of Social Welfare and Development - CAR* wishes to receive Bids for the *Subscription of Managed Voice Over Internet Protocol Communication System and Internet Line Services for DSWD CAR Field Office and Extension Offices for Calendar Year 2024* with identification number *ITB 2023-DSWDCAR-EPA-06*.

The Procurement Project (referred to herein as “Project”) is composed of **three (3) lots**, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for **Calendar Year 2023** in the amount of *Three Million Six Hundred Eighty Two Thousand Five Hundred Twenty Pesos (PhP 3, 682, 520.00)*.

2.2. The source of funding is:

a. NGA, the National Expenditure Program 2024.

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. Foreign ownership limited to those allowed under the rules may participate in this Project.

- 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:

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.

- 5.4. 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

- 7.1. The Procuring Entity has prescribed that:

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 ***DSWD-CAR Premises and via Video Teleconference*** and/or through videoconferencing/Google Meet as **meet.google.com/jgq-mpew-hqw**.

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 (Technical Specifications)**.

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.

13.2. Payment of the contract price shall be made in:

a. Philippine Peso.

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration³ 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 for **120 calendar days** from the date of bid opening. 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 original and copy 1 of the first and second components of its Bid, per lot.

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.

³ In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

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.

- 19.2. 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 15 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 grouped into several lots, which shall be awarded as separate contracts per lot.

- 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

Notes on the Bid Data Sheet

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

- a. Information that specifies and complements provisions of the ITB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

Bid Data Sheet

ITB Clause																	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p>a. <i>Provision of Internet Services and/or Other Information Technology Services</i></p> <p>b. Completed within two (2) years prior to the deadline for the submission and receipt of bids.</p>																
7.1	<i>Not applicable</i>																
12	The price of the Goods shall be quoted in DDP <i>Baguio City, Philippines</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.																
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> <p>a. The amount of not less than 2% of the ABC or PhP 73, 650.40, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse; width: 80%;"> <thead> <tr style="background-color: #4F81BD; color: white;"> <th style="text-align: center;">Lot No.</th> <th style="text-align: center;">Description</th> <th style="text-align: center;">Approved Budget for the Contract</th> <th style="text-align: center;">2% of the ABC</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>Subscription for the Managed Voice over Internet Protocol (VoIP) Communication System for CY 2024</td> <td style="text-align: right;">PhP 1, 537, 200.00</td> <td style="text-align: right;">PhP 30, 744.00</td> </tr> <tr> <td style="text-align: center;">2</td> <td>Subscription for the Dedicated Fiber Internet line connecting the Regional Rehabilitation Center for the Youth– Sablan, Benguet to the Field Office</td> <td style="text-align: right;">PhP 823, 000.00</td> <td style="text-align: right;">PhP 16, 460.00</td> </tr> <tr> <td style="text-align: center;">3</td> <td>Subscription for the Fiber internet line connecting the Crisis Intervention Section Temporary Office and DRMD Temporary Office and Subscription for Internet Protocol – Virtual Private Network (IP-VPN) connecting the Field Office, Centers and Institutions, and Extension Offices</td> <td style="text-align: right;">PhP 1, 322, 320.00</td> <td style="text-align: right;">PhP 264, 464.00</td> </tr> </tbody> </table> <p>b. The amount of not less than 5% of the ABC or PhP184, 126.00 if bid security is in Surety Bond, or as follows:</p>	Lot No.	Description	Approved Budget for the Contract	2% of the ABC	1	Subscription for the Managed Voice over Internet Protocol (VoIP) Communication System for CY 2024	PhP 1, 537, 200.00	PhP 30, 744.00	2	Subscription for the Dedicated Fiber Internet line connecting the Regional Rehabilitation Center for the Youth– Sablan, Benguet to the Field Office	PhP 823, 000.00	PhP 16, 460.00	3	Subscription for the Fiber internet line connecting the Crisis Intervention Section Temporary Office and DRMD Temporary Office and Subscription for Internet Protocol – Virtual Private Network (IP-VPN) connecting the Field Office, Centers and Institutions, and Extension Offices	PhP 1, 322, 320.00	PhP 264, 464.00
Lot No.	Description	Approved Budget for the Contract	2% of the ABC														
1	Subscription for the Managed Voice over Internet Protocol (VoIP) Communication System for CY 2024	PhP 1, 537, 200.00	PhP 30, 744.00														
2	Subscription for the Dedicated Fiber Internet line connecting the Regional Rehabilitation Center for the Youth– Sablan, Benguet to the Field Office	PhP 823, 000.00	PhP 16, 460.00														
3	Subscription for the Fiber internet line connecting the Crisis Intervention Section Temporary Office and DRMD Temporary Office and Subscription for Internet Protocol – Virtual Private Network (IP-VPN) connecting the Field Office, Centers and Institutions, and Extension Offices	PhP 1, 322, 320.00	PhP 264, 464.00														

		Lot No.	Description	Approved Budget for the Contract	5% of the ABC
		1	Subscription for the Managed Voice over Internet Protocol (VoIP) Communication System for CY 2024	PhP 1, 537, 200.00	PhP 76, 860.00
		2	Subscription for the Dedicated Fiber Internet line connecting the Regional Rehabilitation Center for the Youth– Sablan, Benguet to the Field Office	PhP 823, 000.00	PhP 41, 150.00
		3	Subscription for the Fiber internet line connecting the Crisis Intervention Section Temporary Office and DRMD Temporary Office and Subscription for Internet Protocol – Virtual Private Network (IP-VPN) connecting the Field Office, Centers and Institutions, and Extension Offices	PhP 1, 322, 320.00	PhP 66, 116.00
19.3	Lot No.	Particulars		Approved Budget for the Contract (ABC)	
	1	Subscription of Managed Voice Over Internet Protocol Communication System and Internet Line Services for DSWD CAR Field Office and Extension Offices for Calendar Year 2024		PhP 3, 682, 520.00	
20.2	<i>Not Applicable</i>				
21.1	<i>Not Applicable</i>				

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

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

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

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

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

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 (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

- 6.1. 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.
- 6.2. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

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

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

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

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

Special Conditions of Contract

GCC Clause	
1	<p><i>[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]</i></p> <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><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered <i>[indicate place of destination]</i>. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered <i>[indicate place of destination]</i>. 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 <i>[indicate name(s)]</i>.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: <i>Select appropriate requirements and delete the rest.</i></p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

- e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
- f. *[Specify additional incidental service requirements, as needed.]*

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.

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:

Select appropriate requirements and delete the rest.

- 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.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of *[indicate here the time period specified. If not used indicate a time period of three times the warranty period]*.

Spare parts or components shall be supplied as promptly as possible, but in any case, within *[insert appropriate time period]* months of placing the order.

	<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. 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.</p> <p>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.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p>
	<p>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.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>

	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>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.</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	<i>“Partial payment is not allowed.”</i>
4	The inspections and tests that will be conducted are: <i>[Indicate the applicable inspections and tests]</i>

Section VI. Schedule of Requirements

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

Item No.	Description	Quantity / Unit of Measure	Delivered, Weeks/Months
1	Subscription for the Managed Voice Over Internet Protocol (VOIP) Communication System	1 lot	January to December 2024
2	Subscription for the Dedicated Fiber Internet Line connecting the Regional Rehabilitation Center for the Youth (RRCY), Sablan, Benguet to the Field Office	1 lot	January to December 2024
3	Subscription for the Fiber Internet Line connecting the Crisis Intervention Section Temporary Office, Gestdan Centrum, Baguio City and Disaster Response Management Division Temporary Office, ES Clemente Building, Brgy. Burnham-Legarda, Baguio City	1 lot	January to May 2024
	Subscription of Internet Protocol Virtual Private Network connecting the Field Office, Centers and Institutions and Extension Offices		

Note: Please refer to Section VII. Technical Specifications for the itemized list of Goods

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying their Bids. In the context of Competitive Bidding, the specifications (*e.g.* production/delivery schedule, manpower requirements, and after-sales service/parts, descriptions of the lots or items) must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of transparency, equity, efficiency, fairness, and economy in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words “*or at least equivalent.*” References to brand names cannot be used when the funding source is the GOP.

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.

Technical Specifications

Item	Qty	Unit	Specification	Statement of Compliance
				<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 (including the prescribed terms and conditions). Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i></p>

Item	Qty	Unit	Specification	Statement of Compliance
1	12	month	<p>Lot 1: Subscription for the Managed Voice Over Internet Protocol (VOIP) Communication System</p> <ul style="list-style-type: none"> a. Designing, Planning and Implementation of the Managed IP-PBX Services of the Field Office. The Service Provider shall provide managed services that includes all the necessary planning and design for the implementation of IP-PBX system. <ul style="list-style-type: none"> i. DSWD Staff should be given full access administration/configuration on all communication equipment. b. Installation and commissioning of an IP-PBX system of Field Office – CAR and all centers and offices when possible. c. Integration <ul style="list-style-type: none"> i. The Service Provider should ensure that the design and implementation of the IP-PBX solution should be able to integrate all the existing peering of IAX trunk lines of DSWD Central and Field Offices. Testing would include calling to and from site to site. (FO & FO, CO & FO and vice versa); ii. The Service Provider should ensure close coordination with the Central Office with regards to the IP-PBX configuration d. Management and Support for the Managed IP-PBX for the Field Office and other installation sites <ul style="list-style-type: none"> i. The Service Provider must provide DSWD personnel for administrative access for easy management of existing endpoints. They will 	

Item	Qty	Unit	Specification	Statement of Compliance
			<p>also serve as the first level technical support.</p> <ul style="list-style-type: none"> ii. The service provider must create a user account for the on premise equipment, which have the same administering / configuration level as the service provider. iii. The Service Provider must provide at least 1 onsite technical support to report at the Field Office when troubleshooting or implementing technical works. iv. The Service Provider must ensure that the communication services are always available and must provide any necessary patches, system upgrade or hardware replacement during the service period. <p>e. Structured Cabling</p> <ul style="list-style-type: none"> i. The Service Provider should employ organized and structured cabling, piping and all other pre-requisites for the IP phones, existing telephone lines and other related to telephony. <p>f. Technical Specifications</p> <p>i. IP Phones</p> <ol style="list-style-type: none"> 1. Provision of ≥ 50 PBX VoIP phones for inbound/outbound calls 2. Working installation, configuration and testing for the IP-PBX System 3. Must be capable of call transfer, waiting, return, auto-answer, mute, hold 4. Must be capable of standalone 5-way audio conferencing 5. Must have a backlight LCD display 	

Item	Qty	Unit	Specification	Statement of Compliance
			<p>6. Must include tabletop stand that would be positioned in two different angles</p> <p>7. Must be wall mount ready</p> <p>8. Must be a class 2 POE ready</p> <p>9. Must be capable of custom ringtone in the format of mp3/g722/wav</p> <p>10. Should be able to support open source IP-PBX features of intercom, paging, music-on-hold, call-park, call-pickup</p> <p>11. Should be able to support audio codec of ilbc, g711(u&a), g722, g729A</p> <p>12. With built in speaker phone for hands-free operation and with acoustic echo cancellation</p> <p>13. Should be able to support RFC 2833 DTMF signaling</p> <p>14. Must be capable of web management via HTTP/HTTPS graphic user interface</p> <p>15. Must be capable of storing/retaining call history and system logs even if the phone is restarted or shutdown</p> <p>16. Must support English language</p> <p>17. Must be able to support dual Ethernet port</p> <p>18. Must be able to sync phonebook contacts via HTTP/TFTP server supporting file format in xml/csv</p> <p>19. Must be capable of Direct IP call</p> <p>20. IP-PBX Server</p> <p>21. The IP-PBX server should be able to accommodate/register at least 100 users/locals and safely handle ≥ 10 concurrent calls</p> <p>ii. The IP-PBX server should be purpose-built appliance that have an open source platform with the latest stable release version within the 2020</p>	

Item	Qty	Unit	Specification	Statement of Compliance
			<ol style="list-style-type: none"> 1. Must be capable of supporting basic telephony services which includes but not limited to Voice communications, Auto-answer, Call Hold/Resume, call forwarding, Call transfer, 5 party conference, Notification, Mute On/Off, DTMF, Malicious call trace, etc.) 2. On-premise IP-PBX server must support and capable of Session Initiation Protocol (SIP) for connected IP-phones <p>iii. Trunk Landline</p> <ol style="list-style-type: none"> 1. Should be able to provide at least 10 SIP Trunks and integrate via IP trunk connectivity 2. Must support and capable of trunk hunting features 3. Should be able to integrate with the voice features of proposed IP-PBX server <p>iv. Network Connectivity</p> <ol style="list-style-type: none"> 1. Must include an enterprise grade managed switch that is capable of powering all the provided IP-phones, compatible to existing DSWD network and Voice VLAN 2. Network Switch should be able to accommodate all IP phones and other equipment for the VoIP systems with or without VPN tunnel between site and Field Office. 	
2	12	month	<p>Lot 2: Subscription for the Dedicated Fiber Internet Line connecting the Regional Rehabilitation Center for the Youth (RRCY), Sablan, Benguet to the Field Office</p> <p>a. Delivery Site: Regional Rehabilitation Center for the Youth - Sitio Payda, Bayabas, Sablan, Benguet - 100Mbps @ not more than 63,000.00/month + 67,000 One Time Charge for Installation</p>	

Item	Qty	Unit	Specification	Statement of Compliance
			<ul style="list-style-type: none"> i. Termination of Office's connection shall be in the DSWD-CAR RRCY only. Termination point should be inside the data centers, data cabinets, or inside the office b. Inclusive of all needed customer premise equipment such as modem, switches, open bay rack and others that is deemed necessary in the implementation c. Inclusive of conduits and in-house wiring d. Service Level Availability and Quality: <ul style="list-style-type: none"> i. Service Availability: at least 99.6% ii. Iperf tests must be conducted to determine link throughput. UDP and TCP tests must not exceed 1% loss. iii. Network Round-Trip Time: <10ms iv. If there will be sites that will require transfer of connectivity in the future, the service provider shall facilitate its connection relocation and provide the same bandwidth free of charge within 1 Km. from the Service Provider cable facility. e. Pre-installation <ul style="list-style-type: none"> i. The Service Provider should provide a Project Implementation Plan and must be approved by the Head of Regional ICT Section. ii. The Service Provider should provide a Responsibility Assignment Matrix. iii. Each project component must have an exclusive personnel to handle each component of the project. 	

Item	Qty	Unit	Specification	Statement of Compliance
			<ul style="list-style-type: none"> iv. The Team must possess expertise and experience in implementing each of the components of the whole project f. During Installation <ul style="list-style-type: none"> i. The Service Provider, specifically the Project Manager, should provide a weekly status of the installation. Weekly meeting for updates should be conducted. ii. The Service Provider should provide a status report of the project in the form of charts/graphs. g. Post Installation <ul style="list-style-type: none"> i. The Service Provider should maintain that all network services and facilities are up and running 24/7. ii. The Service Provider should provide an escalation procedure in reporting faults and outages. iii. The Service Provider should immediately advise at least 48 hours in advance for any downtime occurrence or maintenance activities. iv. The Service Provider cannot disconnect, even temporarily, any services for any reason, especially when billing and collections are processed longer than stated in the contract. The service provider will automatically be blacklisted if significant services are disabled without a 60-day notice and without due cause. v. Due causes are those that are beyond the control of the Service Provider e.g., fiber cuts, disasters, power outages. 	

Item	Qty	Unit	Specification	Statement of Compliance
			<ul style="list-style-type: none"> vi. Significant services pertain to at least 10% of the total number of DSWD service points. h. Management and Administration <ul style="list-style-type: none"> i. 24x7 Service Monitoring ii. Recording of reported issues iii. Creation of a trouble ticket iv. Problem monitoring and escalation v. Technical support, troubleshooting, and issue resolution vi. Preparation of incident reports vii. Preparation of summary report on utilization, issues and resolution timeline, and services availability viii. Capacity planning, requirements identification and recommendations to better improve performance of the network. All configurations (includes future requirements/configurations that will be identified by DSWD) must be done by the service provider. ix. The Service Provider must follow the following Service Level Agreement: <ul style="list-style-type: none"> 1. The Service Provider shall maintain at least 99.6% network uptime in a month per circuit. 2. The Service Provider shall maintain a 24 x 7-service support. 3. 30 minutes for emergency tickets for the following categories <ul style="list-style-type: none"> a. Service is down b. Packet loss, high network latency c. Routing issue 4. Two (2) hours response time for technical problem that requires on-site services. 	

Item	Qty	Unit	Specification	Statement of Compliance																
			<p>5.Four (4) hours issue resolution</p> <p>6.Hardware/device replacement should be the next business day.</p> <p>7.The Service Provider shall provide an Incident Report after resolving the issue.</p> <p>8.Rebate for Service Interruptions and Outages</p> <p>a.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 without the need to report or claim on the outage. The credit allowance/rebate shall be applied to the next billing month.</p> <table border="1" data-bbox="496 1294 1011 1832"> <thead> <tr> <th data-bbox="496 1294 826 1384">Length of Interruption</th> <th data-bbox="826 1294 1011 1384">Rebate Factor</th> </tr> </thead> <tbody> <tr> <td data-bbox="496 1384 826 1451">Less than 30 minutes</td> <td data-bbox="826 1384 1011 1451">None</td> </tr> <tr> <td data-bbox="496 1451 826 1507">30-179 minutes</td> <td data-bbox="826 1451 1011 1507">½ day</td> </tr> <tr> <td data-bbox="496 1507 826 1563">180-359 minutes</td> <td data-bbox="826 1507 1011 1563">1 day</td> </tr> <tr> <td data-bbox="496 1563 826 1619">360-539 minutes</td> <td data-bbox="826 1563 1011 1619">2 days</td> </tr> <tr> <td data-bbox="496 1619 826 1675">540-719 minutes</td> <td data-bbox="826 1619 1011 1675">3 days</td> </tr> <tr> <td data-bbox="496 1675 826 1742">720-899 minutes</td> <td data-bbox="826 1675 1011 1742">4 days</td> </tr> <tr> <td data-bbox="496 1742 826 1832">900 minutes - 1440 minutes</td> <td data-bbox="826 1742 1011 1832">5 days</td> </tr> </tbody> </table> <p>b.A total of 5 days service outages in a month shall be equivalent to non-payment of</p>	Length of Interruption	Rebate Factor	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 minutes - 1440 minutes	5 days	
Length of Interruption	Rebate Factor																			
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 minutes - 1440 minutes	5 days																			

Item	Qty	Unit	Specification	Statement of Compliance
			the next monthly billing statement.	
3	5	month	<p>Lot 3: Subscription for the Fiber Internet Line connecting the Crisis Intervention Section Temporary Office, Gestdan Centrum, Baguio City and Disaster Response Management Division Temporary Office, ES Clemente Building, Brgy. Burnham-Legarda, Baguio City</p> <p>a. Delivery Site:</p> <p>i. Ground Floor, Gestdan Centrum Building, Bokawkan Road, Baguio City – up to 100Mbps @ not more than 5,000.00/month</p> <p>ii. Fourth Floor, ES Clemente Building, Shanum Street, Baguio City – up to 100Mbps @ not more than 5,000.00/month</p> <p>b. Termination of connection shall be inside the DSWD Rented Office space only. Termination point should be inside the data centers, or data cabinets.</p> <p>c. Inclusive of all needed customer premise equipment such as modem and others that is deemed necessary in the implementation</p> <p>d. Network Round-Trip Time: <10ms</p> <p>e. If there will be sites that will require transfer of connectivity in the future, the service provider shall facilitate its connection relocation and provide the same bandwidth free of charge within 1 Km. from the Service Provider cable facility.</p> <p>f. Pre-installation</p> <p>i. The Service Provider should provide a Project Implementation Plan and must be approved by the</p>	

Item	Qty	Unit	Specification	Statement of Compliance
			<p>Head of Regional ICT Section.</p> <p>ii. The Service Provider should provide a Responsibility Assignment Matrix.</p> <p>iii. Each project component must have an exclusive personnel to handle each component of the project.</p> <p>iv. The Team must possess expertise and experience in implementing each of the components of the whole project</p> <p>g. During Installation</p> <p>i. The Service Provider, specifically the Project Manager, should provide a weekly status of the installation. Weekly meetings for updates should be conducted.</p> <p>ii. The Service Provider should provide a status report of the project in the form of charts/graphs.</p> <p>h. Post Installation</p> <p>i. The Service Provider should maintain that all network services and facilities are up and running 24/7.</p> <p>ii. The Service Provider should provide an escalation procedure in reporting faults and outages</p> <p>iii. The Service Provider should immediately advise at least 48 hours in advance for any downtime occurrence or maintenance activities.</p> <p>iv. The Service Provider cannot disconnect, even temporarily, any services for any reason, especially when billing and collections are</p>	

Item	Qty	Unit	Specification	Statement of Compliance
			<p>processed longer than stated in the contract. The service provider will automatically be blacklisted if significant services are disabled without a 60-day notice and without due cause.</p> <p>v. Due causes are those that are beyond the control of the Service Provider e.g., fiber cuts, disasters, power outages.</p> <p>i. Management and Administration</p> <ul style="list-style-type: none"> i. 24x7 Service Monitoring ii. Recording of reported issues iii. Creation of a trouble ticket iv. Problem monitoring and escalation v. Technical support, troubleshooting, and issue resolution vi. Preparation of incident reports 	
3	5	month	<p>Lot 3: Subscription of Internet Protocol Virtual Private Network connecting the Field Office, Centers and Institutions and Extension Offices</p> <p>a. Delivery Sites</p> <ul style="list-style-type: none"> i. (Host Site) DSWD FO CAR, North Drive Baguio City - 500Mbps Premium @ not more than 70,000.00/month ii. DSWD KALAH, 4th Floor, The Terrace Condominium, Laubach Road, Upper General Luna Baguio City - 100Mbps via FTTX @ not more than 20,496.00/month 	

Item	Qty	Unit	Specification	Statement of Compliance
			<p>iii.DSWD Warehouse, Simeon Tan Bldg. Palmaville, Puguis, La Trinidad, Benguet - 100 Mbps via FTTX @ not more than 20,496.00/month</p> <p>iv.DSWD Training Center, Engineer's Hill, Baguio City - 100Mbps via FTTX @ not more than 20,496.00/month</p> <p>v.DSWD RSCC, Aurora Hill, Baguio City - 100Mbps via FTTX @ not more than 20,496.00/month</p> <p>vi.DSWD Swad Benguet, Igorot Building FA-273-A KM.4, Balili, La Trinidad, Benguet - 100Mbps via FTTX @ not more than 20,496.00/month</p> <p>vii.SWAD Mt. Province, 3F Tudlong's bldg., Samoki, Bontoc, Mt.Province @ not more than 20,496.00/month</p> <p>viii.SWAD Abra, 2F Balbin Building 1, Corner McKinley Street, Zone 5, Bangued, Abra @ not more than 20,496.00/month</p> <p>ix.SWAD Apayao, Barangay Road, San Isidro Sur, Luna, Apayao @ not more than 20,496.00/month</p> <p>x.SWAD Kalinga, 2ND FLR., Golda's House, Baling St., Purok 3, Brgy., Bulanao, Tabuk City, Kalinga @ not more than 20,496.00/month</p>	

Item	Qty	Unit	Specification	Statement of Compliance
			<p>b.Termination of Office’s connection shall be in the DSWD-CAR Field Office only. Termination point should be inside the data centers, data cabinets, or inside the office.</p> <p>c. Inclusive of all needed customer premise equipment such as modem, switches, open bay rack and others that is deemed necessary in the implementation</p> <p>d.Inclusive of conduits and in-house wiring</p> <p>e.Service Level Availability and Quality:</p> <p>i.Service Availability: at least 99.6%</p> <p>ii.lperf tests must be conducted to determine link throughput. UDP and TCP tests must not exceed 1% loss.</p> <p>iii.Network Round-Trip Time: <10ms</p> <p>iv.If there will be sites that will require transfer of connectivity in the future, the service provider shall facilitate its connection relocation and provide the same bandwidth free of charge within 1 Km. from the Service Provider cable facility.</p> <p>f.Pre-installation</p> <p>i.The Service Provider should provide a Project Implementation Plan and must be approved by the Head of Regional ICT Section.</p> <p>ii.The Service Provider should provide a Responsibility Assignment Matrix.</p>	

Item	Qty	Unit	Specification	Statement of Compliance
			<p>iii.Each project component must have an exclusive personnel to handle each component of the project.</p> <p>iv.The Team must possess expertise and experience in implementing each of the components of the whole project</p> <p>g.During Installation</p> <p>i.The Service Provider, specifically the Project Manager, should provide a weekly status of the installation. Weekly meeting for updates should be conducted.</p> <p>ii.The Service Provider should provide a status report of the project in the form of charts/graphs.</p> <p>h.Post Installation</p> <p>i.The Service Provider should maintain that all network services and facilities are up and running 24/7.</p> <p>ii.The Service Provider should provide an escalation procedure in reporting faults and outages.</p> <p>iii.The Service Provider should immediately advise at least 48 hours in advance for any downtime occurrence or maintenance activities.</p> <p>iv.The Service Provider cannot disconnect, even temporarily, any services for any reason, especially when billing and collections are processed longer than stated in the contract. The service provider</p>	

Item	Qty	Unit	Specification	Statement of Compliance
			<p>will automatically be blacklisted if significant services are disabled without a 60-day notice and without due cause.</p> <p>v. Due causes are those that are beyond the control of the Service Provider e.g., fiber cuts, disasters, power outages.</p> <p>vi. Significant services pertain to at least 10% of the total number of DSWD service points.</p> <p>i. Management and Administration</p> <p>i. 24x7 Service Monitoring</p> <p>ii. Recording of reported issues</p> <p>iii. Creation of a trouble ticket</p> <p>iv. Problem monitoring and escalation</p> <p>v. Technical support, troubleshooting, and issue resolution</p> <p>vi. Preparation of incident reports</p> <p>vii. Preparation of summary report on utilization, issues and resolution timeline, and services availability</p> <p>viii. Capacity planning, requirements identification and recommendations to better improve performance of the network. All configurations (includes future requirements/configurations that will be identified by DSWD) must be done by the service provider.</p> <p>ix. The Service Provider must follow the following Service Level Agreement:</p>	

Item	Qty	Unit	Specification	Statement of Compliance
			<p>a.The Service Provider shall maintain at least 99.6% network uptime in a month per circuit.</p> <p>b.The Service Provider shall maintain a 24 x 7-service support.</p> <p>c.30 minutes for emergency tickets for the following categories</p> <ol style="list-style-type: none"> 1.Service is down 2.Packet loss, high network latency 3.Routing issue <p>d.Two (2) hours response time for technical problem that requires on-site services.</p> <p>e.Four (4) hours issue resolution</p> <p>x.Hardware/device replacement should be the next business day.</p> <p>xi.The Service Provider shall provide an Incident Report after resolving the issue.</p> <p>j.Rebate for Service Interruptions and Outages</p> <p>i.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 without the need to report or claim on the outage. The credit allowance/rebate shall be applied to the next billing month.</p>	

Item	Qty	Unit	Specification	Statement of Compliance																
			<table border="1" data-bbox="496 465 1011 1059"> <thead> <tr> <th data-bbox="496 465 820 562">Length of Interruption</th> <th data-bbox="820 465 1011 562">Rebate Factor</th> </tr> </thead> <tbody> <tr> <td data-bbox="496 562 820 658">Less than 30 minutes</td> <td data-bbox="820 562 1011 658">None</td> </tr> <tr> <td data-bbox="496 658 820 714">30-179 minutes</td> <td data-bbox="820 658 1011 714">½ day</td> </tr> <tr> <td data-bbox="496 714 820 770">180-359 minutes</td> <td data-bbox="820 714 1011 770">1 day</td> </tr> <tr> <td data-bbox="496 770 820 826">360-539 minutes</td> <td data-bbox="820 770 1011 826">2 days</td> </tr> <tr> <td data-bbox="496 826 820 882">540-719 minutes</td> <td data-bbox="820 826 1011 882">3 days</td> </tr> <tr> <td data-bbox="496 882 820 960">720-899 minutes</td> <td data-bbox="820 882 1011 960">4 days</td> </tr> <tr> <td data-bbox="496 960 820 1059">900 minutes - 1440 minutes</td> <td data-bbox="820 960 1011 1059">5 days</td> </tr> </tbody> </table> <p data-bbox="568 1066 1011 1267">ii.A total of 5 days service outages in a month shall be equivalent to non-payment of the next monthly billing statement.</p>	Length of Interruption	Rebate Factor	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 minutes - 1440 minutes	5 days	
Length of Interruption	Rebate Factor																			
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 minutes - 1440 minutes	5 days																			

TERMS AND CONDITIONS

		Statement of Compliance
1	Can comply with the <u>attached Schedule of Requirements</u>	
2	The procuring entity reserves the right to cancel or not to award the contract or reduce contract cost for any justifiable reasons or circumstance beyond the procuring entity's control, i.e. force majeure, fortuitous events, non-availability of funds, etc.	
3	Payment Term: Payment shall be processed monthly upon receipt of complete supporting documents.	

Notes:

The requirement of evidence as reference to the statement of compliance is only applicable for the items or goods that are subject for the bidding at hand. Evidence as reference to the compliance with the terms and conditions is not required. However, bidder shall still explicitly provide their statement of compliance with the prescribed "Terms and Conditions". Statement of compliance with the "Terms and Conditions" will be verified during the post-qualification stage.

Example:

Terms and Conditions:	Statement of Compliance
The bidder can comply <u>with the attached Schedule of Requirements.</u>	Comply

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

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

Technical Documents

- 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
- 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
- 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
- Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable;
and
- 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

- 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

- If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence – in case such, explicitly specify which among the parties are the primary entity;
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

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

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

- [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.
- Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

Checklist of Technical and Financial Documents

		Name of Bidder/s		
ABC				
I. TECHNICAL COMPONENT ENVELOPE (First Envelope)				
<u>Legal Documents</u>				
(a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;				
<u>Technical Documents</u>				
(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;				
(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;				
(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;				
(e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable;				
(f) Original duly signed Omnibus Sworn Statement (OSS);				
and if applicable, Original Notarized Secretary's Certificate/ Board Resolution 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.				
(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.				

I. FINANCIAL COMPONENT ENVELOPE (Second Envelope)				
<input type="checkbox"/>	(i) Original of duly signed and accomplished Financial Bid Form;			
	Bid Amount:			
<input type="checkbox"/>	(j) Original of duly signed and accomplished Price Schedule(s).			
<u>Other documentary requirements under RA No. 9184 (as applicable)</u>				
(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.				

Name and Signature

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.: *[Insert number]*

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]

FINANCIAL DOCUMENTS FOR ELIGIBILITY CHECK

- A. Summary of the Applicant Supplier's/Distributor's/Manufacturer's assets and liabilities on the basis of the income tax return and audited financial statement for FY2021 or FY2022, stamped "RECEIVED" by the Bureau of Internal Revenue or BIR authorized collecting agent.

		Year 20__
1.	Total Assets	
2.	Current Assets	
3.	Total Liabilities	
4.	Current Liabilities	
5.	Net Worth (1-3)	
6.	Net Working Capital (2-4)	

- B. The Net Financial Contracting Capacity (NFCC) based on the above data is computed as follows:

NFCC = [(Current assets 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.

NFCC = P _____

or

Commitment from a licensed bank to extend to it a credit line if awarded the contract or a cash deposit certificate in the amount of at least 10% of the proposed project to bid.

Name of Bank: _____ Amount: _____

I hereby certify that the computation of the above is based on the income tax return and audited financial statement for FY2021 or FY2022 stamped "RECEIVED" by the BIR or BIR authorized collecting agent.

Submitted by:

Name of Supplier / Distributor / Manufacturer

Signature of Authorized Representative

Date : _____

NOTE:

1. If Partnership or Joint Venture, each Partner or Member Firm of Joint Venture shall submit the above requirements.

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

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]

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

BID FORM

Date : _____

Project Identification No. : _____

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.

[Insert this paragraph if Foreign-Assisted Project with the Development Partner:

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount	Purpose of Commission or gratuity
---------------------------	--------	-----------------------------------

(if none, state "None")]

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: _____

STATEMENT OF ALL ON-GOING GOVERNMENT AND PRIVATE CONTRACTS, INCLUDING CONTRACTS AWARDED BUT NOT YET STARTED, WHETHER SIMILAR OR NOT SIMILAR IN NATURE

Name of Contract/ Title of the Project	a. Owner's Name b. Address c. Telephone Nos.	Date of the Contract	Contract Duration	Kinds/Nature of Goods or Services	Amount of Contract	Value of Outstanding Contracts/ Undelivered Portion	Date of Completion/ Delivery
<u>Government Contracts</u>							
i. On-going							
ii. Awarded but not yet started							
<u>Private Contracts</u>							
i. On-going							
ii. Awarded but not yet started							
Total Cost							

Note: This statement shall be supported with the following:

- 1. Notice of Award and/or Contract/Purchase Order*
- 2. Notice to Proceed (for government transactions only under Public Bidding)*

Submitted by : _____
 (Printed Name & Signature)

Designation : _____

Date : _____

STATEMENT OF SINGLE LARGEST SIMILAR COMPLETED CONTRACT

Business Name: _____

Business Address : _____

Name of Contract/ Title of the Project	a. Owner's Name b. Address c. Telephone Nos.	Date of the Contract	Contract Duration	Kinds/Nature of Goods or Services	Amount of Completed Contract	Date of Completion/ Delivery
<u>Government Contracts</u>						
<u>Private Contracts</u>						
Total Cost						

Note:

- **This statement shall be supported with End-user's Acceptance or Official Receipts¹ or Sales Invoice**
- **In case a Collection Receipt is available in lieu of Official Receipt, such should be supported with the necessary invoice receipt like Charge Invoice.**

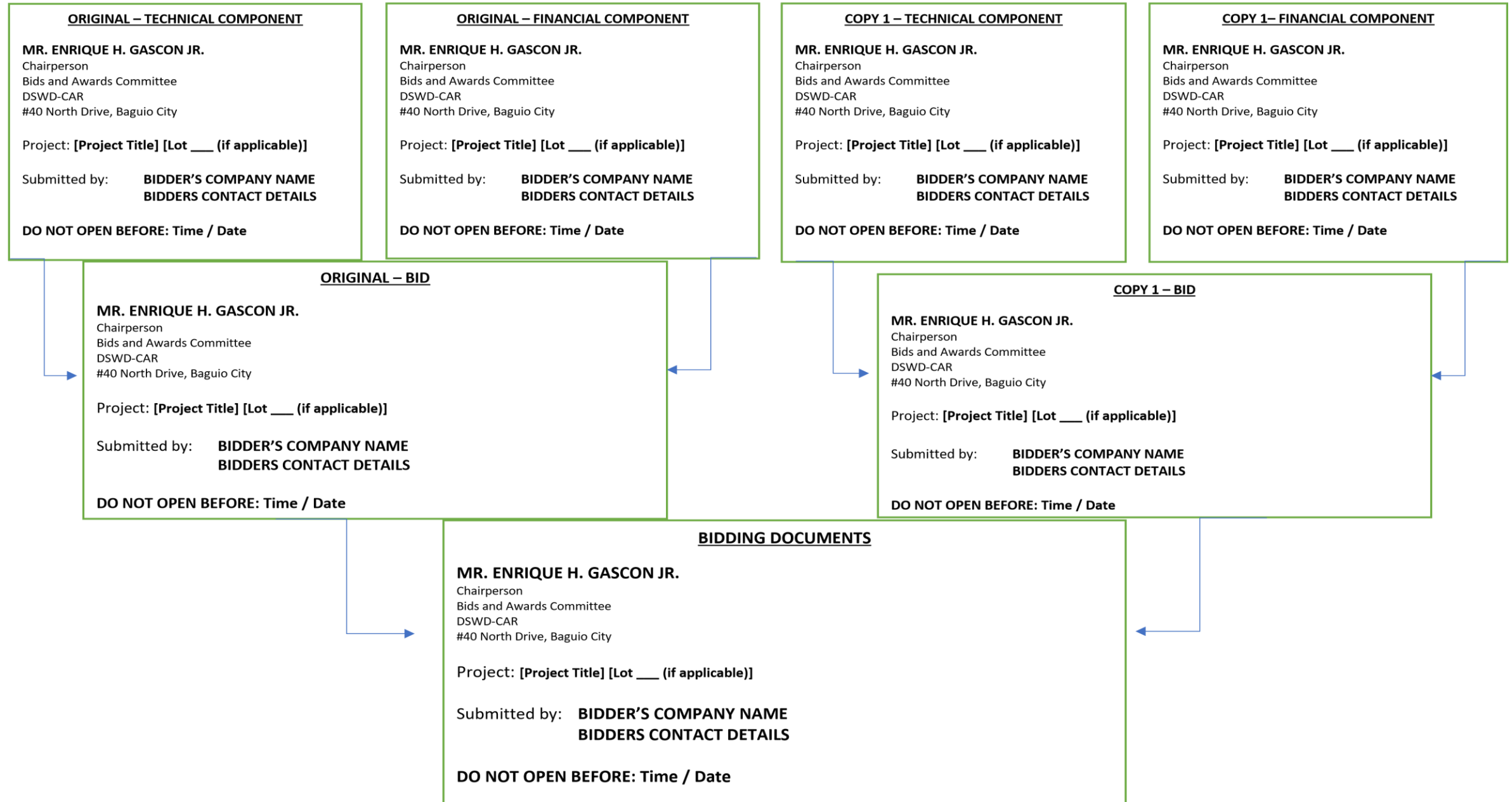
Submitted by _____
(Printed Name & Signature)

Designation _____

Date _____

¹ Official Receipt or its equivalent document for payment of goods and services **per BIR Revenue Regulations No. 18-2012 "Regulations in the Processing Authority to Print (ATP) Official Receipts, Sales Invoice, and other Commercial Invoices using the On-line ATP System and Providing for the Additional Requirements in the Printing Thereof"**.

MARKING AND SEALING OF ENVELOPE:



Note: The technical and financial documents must be submitted in two (2) copies (Original Copy and Copy 1). The Original Technical Component envelope and Original Financial Component envelope must be sealed in one envelope marked “ORIGINAL BID”. The Copy 1 Technical Component envelope and Copy 1 Financial Component Envelope must also be sealed in another envelope marked “Copy 1 Bid”. These envelopes containing the Original Copy and Copy 1 must be enclosed in one single envelope marked “BIDDING DOCUMENTS”. The technical and financial documents must be properly tabbed and signed.

Price Schedule for Goods Offered from Within the Philippines

Name of Bidder : _____
 Invitation to Bid No. ITB 2023-DSWDCAR-EPA-06 (Lot 1)

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 Insurance 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,	Total Price delivered Final Destination
									per unit	(col 9) x (col 4)
									(col 5+6+7+8)	
	Subscription of Managed Voice Over Internet Protocol Communication System and Internet Line Services for DSWD CAR Field Office and Extension Offices for Calendar Year 2024									
1	Subscription for the Managed Voice Over Internet Protocol (VOIP) Communication System	-	12	month	-	-	-	-	-	-
									TOTAL	-

NOTES:

1. In case a column is not applicable for an offered item, just indicate "-" or "0".
2. Leaving columns 5,6,7,8, as blank or indicating other symbol/s such as "Not Applicable", "NA", etc. shall be automatically deemed as not responsive.

Name: _____
 Legal Capacity: _____
 Signature: _____
 Duly authorized to sign the Bid for and behalf of: _____

Price Schedule for Goods Offered from Within the Philippines

Name of Bidder : _____
 Invitation to Bid No. ITB 2023-DSWDCAR-EPA-06 (Lot 2)

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 Insurance 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,	Total Price delivered Final Destination
									per unit	(col 9) x (col 4)
									(col 5+6+7+8)	
	Subscription of Managed Voice Over Internet Protocol Communication System and Internet Line Services for DSWD CAR Field Office and Extension Offices for Calendar Year 2024									
1	Subscription for the Dedicated Fiber Internet Line connecting the Regional Rehabilitation Center for the Youth (RRCY), Sablan, Benguet to the Field Office	-	12	month	-	-	-	-	-	-
									TOTAL	-

NOTES:

- In case a column is not applicable for an offered item, just indicate "-" or "0".**
- Leaving columns 5,6,7,8, as blank or indicating other symbol/s such as "Not Applicable", "NA", etc. shall be automatically deemed as not responsive.**

Name: _____
 Legal Capacity: _____
 Signature: _____
 Duly authorized to sign the Bid for and behalf of: _____

Price Schedule for Goods Offered from Within the Philippines

Name of Bidder : _____
 Invitation to Bid No. ITB 2023-DSWDCAR-EPA-06 (Lot 3)

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 Insurance 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,	Total Price delivered Final Destination
									per unit	(col 9) x (col 4)
									(col 5+6+7+8)	
	Subscription of Managed Voice Over Internet Protocol Communication System and Internet Line Services for DSWD CAR Field Office and Extension Offices for Calendar Year 2024									
1	Subscription for the Fiber Internet Line connecting the Crisis Intervention Section Temporary Office, Gestdan Centrum, Baguio City and Disaster Response Management Division Temporary Office, ES Clemente Building, Brgy. Burnham-Legarda, Baguio City	-	5	month	-	-	-	-	-	-
2	Subscription of Internet Protocol Virtual Private Network connecting the Field Office, Centers and Institutions and Extension Offices	-			-	-	-	-	-	
									TOTAL	

NOTES:

1. In case a column is not applicable for an offered item, just indicate "-" or "0".
2. Leaving columns 5,6,7,8, as blank or indicating other symbol/s such as "Not Applicable", "NA", etc. shall be automatically deemed as not responsive.

Name: _____
 Legal Capacity: _____
 Signature: _____
 Duly authorized to sign the Bid for and behalf of: _____