## PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

# Procurement of GOODS

Government of the Republic of the Philippines

Outsourcing of Communications Technology Services for the Field Office and its Satellite Offices for Calendar Year 2025 ITB No: 2024-DSWDCAR-EPA-04

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.

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## Glossary of Acronyms, Terms, and Abbreviations

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

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

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

**CDA** - Cooperative Development Authority.

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

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

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

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

 $\mathbf{EXW} - \mathbf{Ex}$  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

# Outsourcing of Communications Technology Services for the Field Office and its Satellite Offices for Calendar Year 2025 2024-DSWDCAR-EPA-04

1. The Department of Social Welfare and Development – Cordillera Administrative Region, through the National Expenditure Program 2025 intends to apply the sum of Seven Million Seventy Nine Thousand Nine Hundred Seventy Three Pesos and Twelve Centavos (PhP 7, 079, 973.12) being the ABC to payments under the contract for the project, Outsourcing of Communications Technology Services for the Field Office and its Satellite Offices for Calendar Year 2025, broken down into three (3) lots:

Lot No.	Description	Approved Budget for the Contract
1	Primary Dedicated Internet for DSWD CAR Field Office and its Satellite Offices	PhP 5,112,000.00
	across CAR for Calendar Year 2025	
2	Primary Dedicated Internet for DSWD Satellite Offices across CAR with at least	PhP 960,000.00
	six (6) usable Static Public IPS for Calendar Year 2025	
3	Subscription to a Cloud Managed Software Defined Wide Area Network Service for the DSWD CAR Field Office and it Satellite Offices for Calendar Year 2025	PhP 1,007,973.12

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 2025*. 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 22 October 2024 to 01:00 PM (PST) 12 November 2024 from the given address and website(s) below and upon payment at the Cash Section of the applicable fee for the Bidding Documents amounting to Ten Thousand Pesos (PhP 10, 000.00) for the three (3) lots or in case the bidders will opt to purchase bidding documents for Lots 1, 2, or 3, bidding documents fee are as follows, pursuant to the latest Guidelines issued by the GPPB:

Lot	Description	<b>Bidding Documents Fee</b>
No.		
1	Primary Dedicated Internet for DSWD	PhP 5, 000.00
	CAR Field Office and its Satellite Offices	
	across CAR for Calendar Year 2025	
2	Primary Dedicated Internet for DSWD	PhP 1, 000.00
	Satellite Offices across CAR with at least	
	six (6) usable Static Public IPS for	
	Calendar Year 2025	
3	Subscription to a Cloud Managed	PhP 4, 000.00
	Software Defined Wide Area Network	
	Service for the DSWD CAR Field Office	
	and it Satellite Offices for Calendar Year	
	2025	

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 <u>proof of payment</u> 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<sup>2</sup> on 02:30 PM (PST) 30 October 2024 at DSWD-CAR Premises and via Video Teleconference or Google Meet with meeting ID/Link as meet.google.com/fjq-bssz-iko, 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) 12 November 2024*. Late bids shall not be accepted.

<sup>1</sup> Original copy of the Deposit Slip or Screenshot of Successful Online Bank Transaction reflecting the Reference Number and Correct Bank Details of DSWD CAR.

<sup>&</sup>lt;sup>2</sup> 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 03:30 PM (PST) 12 November 2024 at DSWD-CAR Premises and via Video Teleconference and via Google Meet with meeting ID/Link as meet.google.com/bxf-zbxk-spk
- 10. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
- 11. To facilitate the immediate implementation of the procurement of this project, the *Department of Social Welfare and Development Cordillera Administrative Region* shall proceed with the conduct of Early Procurement Activities, pursuant to Section 7.6 of the 2016 Revised IRR of RA 9184, Section 21 of the General Provisions of the FY 2025 National Expenditure Program (NEP) and Government Procurement Policy Board (GPPB) Resolution No. 14-2019 dated 17 July 2019.
- 12. 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.
- 13. 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 25123

Mobile Number: Smart: 0969-5729-176

14. You may visit the following website for downloading of Bidding Documents: <a href="https://car.dswd.gov.ph/downloads/procurement/procurement-opportunities/">https://car.dswd.gov.ph/downloads/procurement/procurement-opportunities/</a>

RINA CLAIRE L. REYES
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 Outsourcing of Communications Technology Services for the Field Office and its Satellite Offices for Calendar Year 2025 with identification number 2024-DSWDCAR-EPA-04.

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 2025 in the amount of Seven Million Seventy Nine Thousand Nine Hundred Seventy Three Pesos and Twelve Centavos (PhP 7, 079, 973.12).
- 2.2. The source of funding is:
  - a. NGA, the National Expenditure Program 2025.

#### 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/fjq-bssz-iko.

#### 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, exwarehouse, 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 Declaration<sup>3</sup> 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.

<sup>&</sup>lt;sup>3</sup> 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**

TTD		Did Data Silect				
ITB Clause						
5.3	For this p	ourpose, contracts similar to the Project sh	all be:			
	a. <i>Provisi</i>	a. Provision of Internet Services				
	b. Compl	eted within two (2) years prior to the dea	adline for the submission and			
7.1	Not app					
12	-	e of the Goods shall be quoted in DD es or the applicable International Commerciect.				
14.1		ecurity shall be in the form of a Bid Secur g forms and amounts:	ing Declaration, or any of the			
	<ul> <li>a. The amount of not less than 2% of the ABC or 141, 599.46, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than 5% of the ABC or 353, 998.66 if bid security is</li> </ul>					
	in Surety Bond, or as follows:					
19.3	Lot No.	Description	Approved Budget for the Contract			
	1	Primary Dedicated Internet for DSWD CAR Field Office and its Satellite Offices across CAR for Calendar Year 2025	PhP 5,112,000.00			
	2	Primary Dedicated Internet for DSWD Satellite Offices across CAR with at least six (6) usable Static Public IPS for Calendar Year 2025	PhP 960,000.00			
	3	Subscription to a Cloud Managed Software Defined Wide Area Network Service for the DSWD CAR Field Office and it Satellite Offices for Calendar Year 2025	PhP 1,007,973.12			
20.2	In support to the Statement of All Ongoing Government and Private Contracts the following documents shall be submitted as part of the post qualification requirement:					
	1. Notice of Award and/or Contract/Purchase Order 2. Notice to Proceed (for government transactions only under Public Bidding)					
	In support to the Statement of Single Largest Completed Contracts (SLCC) the following documents shall be submitted as part of the post qualification requirement:					

	1. Statement of Single Largest Completed Contracts (SLCC) shall be supported with End-user's Acceptance or Official Receipts or Sales Invoice
	2. In case a Collection Receipt is available in lieu of Official Receipt, such should be supported with the necessary invoice receipt like Charge Invoice.
21.1	Not Applicable

## 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	Special Conditions of Contract			
Clause				
1				
	Delivery and Documents –			
	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:			
	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).			
	For purposes of this Clause the Procuring Entity's Representative at the Project Site is:			
	1. Mr. Marvin F. Gamboa, ITO II / Head, RICTMS			
	Incidental Services –			
	The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:			
	<ul> <li>a) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</li> <li>b) training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</li> </ul>			
	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.			
2.2	"Partial payment is not allowed."			

## 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.

Lot No.	Description	Quantity / Unit	Delivery Place	Delivery Period
1	Primary Dedicated Internet for DSWD CAR Field Office and its Satellite Offices across CAR for Calendar Year 2025	1 lot	<ul> <li>Field Office CAR, Baguio City</li> <li>DSWD Training Center, Baguio City</li> <li>DSWD RSCC, Baguio City</li> <li>DSWD Warehouse, La Trinidad, Benguet</li> <li>DSWD SWAD Abra</li> <li>DSWD SWAD Apayao</li> <li>DSWD SWAD Benguet</li> <li>DSWD SWAD Kalinga</li> <li>DSWD SWAD Mountain Province</li> </ul>	January to December 2025
2	Primary Dedicated Internet for DSWD Satellite Offices across CAR with at least six (6) usable Static Public IPS for Calendar Year 2025	1 lot	DSWD Operations     Cluster Temporary     Office, Baguio     City	January to December 2025
3	Subscription to a Cloud Managed Software Defined Wide Area Network Service for the DSWD CAR Field Office and it Satellite Offices for Calendar Year 2025	1 lot	DSWD Field Office –CAR, Baguio City	January to December 2025

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
				[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
				, ,
				<b>prescribed terms and conditions</b> ). 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.]
1	12	month	Primary Dedicated Internet for	and issuances.
1	14	month	DSWD CAR Field Office and its	
			Satellite Offices across CAR for	
			Calendar Year 2025	
			Calchual Teal 2025	
			Duration -f DDD AADA	
			-Provision of PRIMARY	
			DEDICATED Internet for DSWD	
			Field Office and its Satellite Offices	
			across CAR with at least 6 usable static	

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Item	Qty	Unit	Specification	Statement of Compliance
			public IPs for Field Office and at least	
			2 usable static public IPs for remote	
			sites, inclusive of managed router and	
			installation fees if not waived;	
			❖ 1 Gbps for Field Office CAR,	
			Baguio City	
			❖ 100 Mbps for DSWD Training	
			Center, Baguio City	
			❖ 50 Mbps for DSWD RSCC,	
			Baguio City	
			❖ 50 Mbps for DSWD	
			Warehouse, La Trinidad,	
			Benguet	
			❖ 50 Mbps for DSWD SWAD	
			Abra	
			❖ 50 Mbps for DSWD SWAD	
			Apayao	
			❖ 50 Mbps for DSWD SWAD	
			Benguet	
			❖ 50 Mbps for DSWD SWAD	
			Kalinga	
			❖ 50 Mbps for DSWD SWAD	
			Mountain Province	
			The project covers the installation of	
			Dedicated, Broadband, and/or	
			Satellite Internet Service for the	
			<b>DSWD Field Office CAR</b> and its <b>sub-</b>	
			regional sites. It involves the	
			following:	
			a. The winning Bidder	
			shall provide either	
			optical fiber, necessary	
			hardware, terminations	
			and other services	
			required to set up the	
			internet connection.	
			b. Provision of incident	
			reports and updates in	
			case of connection	
	]		failure;	

Item Qty Unit Specification  c. Provision of monthly utilization graphs and/or MRTG tool and/or speed/latency test report for monitoring of link quality and bandwidth utilization;  d. Inclusion of Two (2) allowable transfer of internet service facility per site, in case of relocation of office.  e. Provision of 24x7 support services; and f. Entering into a Service Level Agreement which defines parameters of rebates for non-performance, etc.  g. The winning bidder shall provide mobile phone with unlimited data and calls to be used in monitoring, measuring the traffic load on network links (MRTG), and contact the service provider in case of technical problems that needs to be resolved  SUBMISSION OF REPORTS, OUTPUTS AND DELIVERABLES  The major outputs of this project are as follows with the aforementioned specification per the scope services:					
utilization graphs and/or MRTG tool and/or speed/latency test report for monitoring of link quality and bandwidth utilization; d. Inclusion of Two (2) allowable transfer of internet service facility per site, in case of relocation of office. e. Provision of 24x7 support services; and f. Entering into a Service Level Agreement which defines parameters of rebates for non-performance, etc. g. The winning bidder shall provide mobile phone with unlimited data and calls to be used in monitoring, measuring the traffic load on network links (MRTG), and contact the service provider in case of technical problems that needs to be resolved  SUBMISSION OF REPORTS, OUTPUTS AND DELIVERABLES  The major outputs of this project are as follows with the aforementioned	Item	Qty	Unit	_	Statement of Compliance
				c. Provision of monthly utilization graphs and/or MRTG tool and/or speed/latency test report for monitoring of link quality and bandwidth utilization; d. Inclusion of Two (2) allowable transfer of internet service facility per site, in case of relocation of office. e. Provision of 24x7 support services; and f. Entering into a Service Level Agreement which defines parameters of rebates for nonperformance, etc. g. The winning bidder shall provide mobile phone with unlimited data and calls to be used in monitoring, measuring the traffic load on network links (MRTG), and contact the service provider in case of technical problems that needs to be resolved  SUBMISSION OF REPORTS, OUTPUTS AND DELIVERABLES  The major outputs of this project are as follows with the aforementioned	

Item	Qty	Unit	Specification	Statement of Compliance
			Pre-Installation	
			Provide detailed work plan specifying installation design, detailed activities, network diagram showing connectivity from end user's datacenter up to the last mile and timelines (ISP to fill up WORK PLAN to be presented to the Technical Working Group during the post qualification stage).	
			<ul> <li>❖ Provide and install a Channel Service Unit/Data Service Unit (CSU/DSU) modem at both ends of the Internet connections.</li> <li>❖ Provide and install a Router at both ends of the Internet connections.</li> <li>❖ Provide internet connectivity directly to the end user's server room, including materials needed for the purpose. This includes provision for the installation of cables/insulation using industry standard and materials.</li> <li>❖ Complete the delivery, installation and configuration within thirty (30) calendar days from the receipt of the Notice to Proceed. Otherwise, the winning bidder shall pay the corresponding penalties/liquidated damages in the amount of one tenth of one percent (1/10 of 1%) of the total contract price for every calendar day of delay.</li> </ul>	
			a. Configuration	

			G 4M 14	
Item	Qty	Unit	<ul> <li>Specification</li> <li>Configure modem for specified connection requirements;</li> <li>Configure router to the</li> </ul>	
			equivalent direct Internet connection speed;  Configure backup router, if	
			<ul><li>any;</li><li>Set up one (1) Public IP address per subscription.</li></ul>	
			b. Testing Period	
			<ul> <li>The selected ISP shall notify DSWD FO CAR in writing seven (7) days prior to the required inspection/testing of the internet service connection.</li> <li>The acceptance test procedure shall be in accordance with the following:</li> <li>The acceptance testing will be undertaken for a period of seven (7) days.</li> <li>Broadband internet will have no service interruption during the agreed test period.</li> <li>The Internet bandwidth requirement is attained during working hours (i.e., 7:00 a.m. to 7:00 p.m.).</li> <li>MRTG should be in place</li> <li>If any of the foregoing conditions are not met, the count of the testing period shall be restarted until all of these conditions have been duly satisfied continuously for 7 working days.</li> <li>Start of the Contractor's billing shall be based on the date of issuance of "Certificate of Acceptance".</li> <li>During the testing period, the Contractor shall not be held liable for performance degradation/interruptions that</li> </ul>	
			are beyond its control such as power outages, fluctuations or	

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Item	Qty	Unit	failure or malfunction of DSWD FO CAR's own equipment, and international/regional internet backbone problems.  DSWD FO CAR shall issue Certificate of Inspection and Acceptance to the Provider upon successful completion of the project.	
			c. Implementation	
			<ul> <li>Shall maintain all equipment in proper working order</li> <li>Provide an escalation list and procedure in reporting faults and outages.</li> <li>Provider must immediately advise DSWD FO CAR of any downtime occurrence or if any case the internet rerouted to a backup link.</li> <li>Providers must have standby equipment to immediately replace the existing equipment once found defective.</li> </ul>	
			d. Rebates	
			<ul> <li>Provide industry standard Service Level Agreement (SLA) which shall carry a corresponding "Performance Credit" or rebate in favor of DSWD FO CAR should any of the committed parameters mentioned below is not met.</li> <li>The selected ISP provider/s should be able to render the following services:</li> <li>Availability: Provide 99.5% link uptime in a month</li> </ul>	
			Render 24-hour x 7-days customer service support	

Item	Otv	Unit	Specification	Statement of Compliance
Item	Qty	Unit	Specification  Support response time  30 minutes for emergency tickets for the following categories:  Link connection is down  Packet loss, variation in latency  Routing issue  Twenty-four (24) hours response time for technical problems that require on-site services.  Rebate Schedule for Downtime Connection Interruption/Outage. If the interruption is attributable to the ISP, as acknowledged by the ISP's Fault Management Center via email, the ISP shall voluntarily	Statement of Compliance
			make the appropriate "Performance Credit" or rebate to DSWD FO CAR without the need to report or claim on the outage. The credit allowance/rebate shall be applied to the next billing month.  Credit for Interruptions to service will be allowed as follows:  Interruptions of 24 Hours or less  Length of Credit Interruption	
			Less than 30 None minutes  30 – 179 minutes 3/10 day  180 – 359 minutes 3/5 day  360 – 539 minutes 1 1/5 day  540 – 719 minutes 1 4/5 day  720 – 899 minutes 2 2/5 days	

Item	Qty	Unit	Specification	Statement of Compliance
			900 – 1440 3 days minutes  For interruption over 24-hours, credit will be allowed in 3/5 day multiples for each 3-hour period of interruption or fraction thereof over 24 hours.  e. Maintenance	•
			<ul> <li>Provide a single point of contact for customer support in both areas of network connectivity and Internet access;</li> <li>Shall respond to request for maintenance at no cost to DSWD FO CAR;</li> <li>Provide not less than 7-day proactive notice of scheduled downtimes, service interruption, upgrades or preventive maintenance, if any; subject to the approval of DSWD FO CAR and</li> <li>Submit monthly access/usage reports to attest compliance to the SLA.</li> </ul>	
			INSTITUTIONAL ARRANGEMENTS  d. The Service Provider (Firm) The service provider representative shall coordinate with the DSWD Field Office CAR, through the assigned project focal, within the duration of the project; and	
			e. The DSWD Field Office CAR  a. Grant the ISP's authorized representative access to its premises, equipment and facilities located therein to perform its obligations, provided that such representative shall be accompanied by the duly assigned DSWD FO CAR personnel;	

Item	Qty	Unit	Specification	Statement of Compliance
			b. Responsible for the safe custody and use of the equipment installed by the ISP provider; c. Monitor the provided services and verify if the parameters under the Service Level Agreement are met and performed by the ISP provider; d. Issue Certificate of Inspection and Acceptance as stipulated in Section VIII, Item d.	
			QUALIFICATIONS OF THE SERVICE PROVIDER	
			<ul> <li>The bidder must be a Local Internet Service Provider - Provide certification/Proof from NTC. (provides Data &amp; Internet). The fiber optic facility shall be owned and operated by the winning bidder. The service provider must hold multiple points of presence from leading local and international telecommunications providers and carriers. Subcontracting is not allowed.</li> <li>The bidder must provide proof of full telecommunications redundancy and continuous power.</li> </ul>	
			<ul> <li>The Internet Service Provider must provide a certification that it uses its own domestic nationwide network and utilizes at least 3 International Cable landing stations facilities.</li> </ul>	
			The bidder must provide proof of capacity and ability to provide maintenance services and technical support. The service provider must submit detailed escalation and restoration procedures for	

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Item	Qty	Unit	Specification	Statement of Compliance
			network or service outages including the contact details.  The bidder must provide seven days a week and 24 hours per day coverage for technical assistance and/or helpdesk facilities. Any problem should be resolved within a maximum of 24 hours after the notification.  The bidder must have a Network Monitoring System (NMS) supported by a qualified and experienced engineers/technical support team. Bidders must have at least 1 Certification for the following:	
			<ol> <li>CCIE (Cisco Certified Internetwork Expert) or equivalent certification; and/or</li> <li>CCNA (Cisco Certified Network Associate) or equivalent certification; and/or</li> <li>CCNP (Cisco Certified network Professional) or equivalent certification; and/or</li> <li>PMP (Project Management Professional); and</li> <li>MEF-CECP (MEF Carried Ethernet Certified Professional) to provide enhanced technical assistance for the requirements.</li> </ol>	
			The bidder must have rendered at least ten (10) years of internet service or similar service to the different government agencies and private companies. Proof as to experience shall be presented to	

Itom	Otv	Unit	Specification	Statement of Compliance
Item	Qty	Unit	the Technical Working Group during the post qualification stage.  The bidder must be compliant with the Data Privacy Act of 2012 and must be able to provide proof of registration and a Non-Disclosure Agreement to protect the personal information being processed on their behalf.  CRITERIA FOR EVALUATION FOR SHORTLISTING, TECHNICAL REQUIREMENTS	Statement of Compliance
			1. Bidders must submit a detailed work plan specifying installation design, detailed activities, connectivity diagram from end user premise up to the last mile and timelines. Detailed work plan shall be presented to the Technical Working Group during the post qualification stage of procurement;  2. To ensure network redundancy, there shall be no repeating service provider for the primary and secondary lines. Winning bidders for this procurement are no longer allowed to join should a procurement for secondary internet service will be opened.  3. Subscribed lines should be fully fiber optic from ISP up to the last mile except when Satellite Internet is required.  4. The bidders must be compliant with the following parameters:	

Item	Qty	Unit	Specification	Statement of Compliance
			Bandwidth and Connectivity Support  a. Guaranteed dedicated 1:1 ratio	
			symmetrical and bandwidth from clients to the global internet for lots requiring dedicated links;	
			<ul> <li>b. Immediate problem isolation and resolution;</li> <li>c. Provide corrective service information and configuration</li> <li>d. Remote system monitoring and reporting (MRTG of each of the sites)</li> </ul>	
			Service Restoration and Quality of Service (QoS) Levels	
			<ul> <li>i. 8am x 5pm NBD (Next Business Day) response time;</li> <li>ii. Down / Disconnected sites must be up and running within reasonable time upon receipt of the report.</li> </ul>	
			<ul> <li>24 x 7 Help Desk Support Services</li> <li>i. Receive and respond to problem reports and user requests;</li> <li>ii. Provide first level technical support with regards to internet connectivity</li> </ul>	
			<ul> <li>The DIA and Broadband internet subscriptions must have at least One (1) Usable Public IP Address each.</li> <li>IPv6 compliant.</li> <li>Bidders must be able to present the detailed monthly recurring fee to be charged and the corresponding installation fees (if not waived) in their proposals.</li> </ul>	
2	12	month	Primary Dedicated Internet for DSWD Satellite Offices across CAR	

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Item	Qty	Unit	Specification No. 11. Grant	Statement of Compliance
			with at least six (6) usable Static	
			Public IPS for Calendar Year 2025	
			- Provision of PRIMARY	
			DEDICATED Internet for DSWD Satellite Offices across CAR with at	
			least 6 usable static public IPs,	
			inclusive of managed router and	
			installation fees if not waived;	
			❖ 200 Mbps for DSWD	
			Operations Cluster Temporary	
			Office, Baguio City	
			The project covers the installation of	
			Dedicated, Broadband, and/or	
			Satellite Internet Service for the	
			<b>DSWD Field Office CAR</b> and its <b>sub-</b>	
			regional sites. It involves the	
			following:	
			The winning Bidder shall provide	
			either optical fiber, or wireless	
			connectivity, whichever is effectively	
			available per lot, necessary hardware,	
			terminations and other services	
			required to set up the internet	
			connection.	
			<b>a.</b> Provision of incident reports	
			and updates in case of	
			connection failure;	
			<b>b.</b> Provision of monthly	
			utilization graphs and/or	
			MRTG tool and/or	
			speed/latency test report for	
			monitoring of link quality and	
			bandwidth utilization;	
			<b>c.</b> Inclusion of Two (2) allowable	
			transfer of internet service	
			facility per site, in case of	
			relocation of office;	
			<b>d.</b> Provision of 24x7 support	
			services; and	
			e. Entering into a Service Level	
			Agreement which defines	

Item	Qty	Unit	Specification	Statement of Compliance
			parameters of rebates for non-performance, etc.  f. The winning bidder shall provide mobile phone with unlimited data and calls to be used in monitoring, measuring the traffic load on network links (MRTG), and contact the service provider in case of technical problems that needs to be resolved	
			SUBMISSION OF REPORTS, OUTPUTS AND DELIVERABLES	
			The major outputs of this project are as follows with the aforementioned specification per the scope services:  Pre-Installation  Provide detailed work plan specifying installation design, detailed activities, network diagram showing connectivity from end user's datacenter up to the last mile and timelines (ISP to fill up WORK PLAN to be presented to the Technical Working Group during the post qualification stage).	
			<ul> <li>★ Provide and install a Channel Service Unit/Data Service Unit (CSU/DSU) modem at both ends of the Internet connections.</li> <li>★ Provide and install a Router at both ends of the Internet connections.</li> <li>★ Provide internet connectivity directly to the end user's server room, including materials needed for the purpose. This includes provision for the installation of cables/insulation using industry standard and materials.</li> </ul>	

Item	Qty	Unit	Specification	Statement of Compliance
	X.1		Complete the delivery, installation and configuration within thirty (30) calendar days from the receipt of the Notice to	2 de la computation della comp
			Proceed. Otherwise, the winning bidder shall pay the corresponding penalties/liquidated damages in the amount of one tenth of one percent (1/10 of 1%) of the total	
			contract price for every calendar day of delay.	
			f. Configuration	
			<ul> <li>Configure modem for specified connection requirements;</li> <li>Configure router to the equivalent direct Internet connection speed;</li> <li>Configure backup router, if any;</li> <li>Set up one (1) Public IP address per subscription.</li> </ul>	
			g. Testing Period	
			<ul> <li>The selected ISP shall notify DSWD FO CAR in writing seven (7) days prior to the required inspection/testing of the internet service connection.</li> <li>The acceptance test procedure shall be in accordance with the following:</li> <li>The acceptance testing will be undertaken for a period of seven (7) days.</li> <li>Broadband internet will have</li> </ul>	
			<ul> <li>no service interruption during the agreed test period.</li> <li>The Internet bandwidth requirement is attained during working hours (i.e., 7:00 a.m. to 7:00 p.m.).</li> </ul>	
			<ul> <li>MRTG should be in place</li> <li>If any of the foregoing conditions are not met, the</li> </ul>	

Item	Qty	Unit		Specification	Statement of Compliance
	- Vi		h.	count of the testing period shall be restarted until all of these conditions have been duly satisfied continuously for 7 working days.  Start of the Contractor's billing shall be based on the date of issuance of "Certificate of Acceptance".  During the testing period, the Contractor shall not be held liable for performance degradation/interruptions that are beyond its control such as power outages, fluctuations or failure or malfunction of DSWD FO CAR's own equipment, and international/regional internet backbone problems.  DSWD FO CAR shall issue Certificate of Inspection and Acceptance to the Provider upon successful completion of the project.  Implementation	Section of Complance
			*	proper working order Provide an escalation list and procedure in reporting faults and outages. Provider must immediately advise DSWD FO CAR of any downtime occurrence or if any case the internet rerouted to a backup link. Providers must have standby equipment to immediately replace the existing equipment once found defective.	
			i.	Rebates	
			*	Provide industry standard Service Level Agreement	

(SLA) which shall carry a corresponding "Performance Credit" or rebate in favor of DSWD FO CAR should any of the committed parameters mentioned below is not met.  The selected ISP provider/s should be able to render the following services:  Availability: Provide 99.5% link uptime in a month Render 24-hour x 7-days customer service support Support response time Support response time Support response time Ruther of the following categories:  Link connection is down Packet loss, variation in latency Routing issue  Twenty-four (24) hours response time for technical problems that require on-site services. Rebate Schedule for Downtime Connection Interruption/Outage. If the interruption is attributable to the ISP, as acknowledged by the ISP's Fault Management Center via email, the ISP shall voluntarily make the appropriate "Performance Credit" or rebate to DSWD FO CAR without the need to report or claim on the outage. The credit allowance/rebate shall be	Item (	Otv	Unit	Specification	Statement of Compliance
applied to the next billing month.	Item (	Qty	Unit	corresponding "Performance Credit" or rebate in favor of DSWD FO CAR should any of the committed parameters mentioned below is not met.  The selected ISP provider/s should be able to render the following services: Availability: Provide 99.5% link uptime in a month Render 24-hour x 7-days customer service support Support response time  30 minutes for emergency tickets for the following categories: Link connection is down Packet loss, variation in latency Routing issue  Twenty-four (24) hours response time for technical problems that require on-site services. Rebate Schedule for Downtime Connection Interruption/Outage. If the interruption is attributable to the ISP, as acknowledged by the ISP's Fault Management Center via email, the ISP shall voluntarily make the appropriate "Performance Credit" or rebate to DSWD FO CAR without the need to report or claim on the outage. The credit allowance/rebate shall be applied to the next billing	Statement of Compliance

Item	Qty	Unit	Specification	Statement of Compliance
			Credit for Interruptions to service will	
			be allowed as follows:	
			Interruptions of 24 Hours or less	
			Length of Credit Interruption	
			Less than 30 None minutes	
			30 – 179 minutes 3/10 day	
			180 – 359 minutes 3/5 day	
			360 – 539 minutes   1 1/5 day	
			540 – 719 minutes   1 4/5 day	
			720 – 899 minutes   2 2/5 days	
			900 – 1440 3 days	
			minutes	
			For interruption over 24-hours, credit will be allowed in 3/5 day multiples for each 3-hour period of interruption or fraction thereof over 24 hours.	
			j. Maintenance	
			<ul> <li>Provide a single point of contact for customer support in both areas of network connectivity and Internet access;</li> <li>Shall respond to request for maintenance at no cost to DSWD FO CAR;</li> <li>Provide not less than 7-day proactive notice of scheduled downtimes, service interruption, upgrades or preventive maintenance, if any; subject to the approval of DSWD FO CAR and</li> <li>Submit monthly access/usage reports to attest compliance to the SLA.</li> </ul>	
			INSTITUTIONAL ARRANGEMENTS	
			d. The Service Provider (Firm)	

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

Item	Qty	Unit	Specification	Statement of Compliance
			<ul> <li>The Internet Service Provider must provide a certification that it uses its own domestic nationwide network and utilizes at least 3 International Cable landing stations facilities.</li> <li>The bidder must provide proof</li> </ul>	
			of capacity and ability to provide maintenance services and technical support. The service provider must submit detailed escalation and restoration procedures for network or service outages including the contact details.	
			The bidder must provide seven days a week and 24 hours per day coverage for technical assistance and/or helpdesk facilities. Any problem should be resolved within a maximum of 24 hours after the notification.	
			The bidder must have a Network Monitoring System (NMS) supported by a qualified and experienced engineers/technical support team. Bidders must have at least 1 Certification for the following:	
			<ul> <li>6. CCIE (Cisco Certified Internetwork Expert) or equivalent certification; and/or</li> <li>7. CCNA (Cisco Certified Network Associate) or equivalent certification; and/or</li> <li>8. CCNP (Cisco Certified network Professional) or equivalent certification; and/or</li> </ul>	

Item	Qty	Unit	Specification	Statement of Compliance
			9. PMP (Project Management Professional); and 10. MEF-CECP (MEF Carried Ethernet Certified Professional) to provide enhanced technical assistance for the requirements.	
			<ul> <li>The bidder must have rendered at least ten (10) years of internet service or similar service to the different government agencies and private companies. Proof as to experience shall be presented to the Technical Working Group during the post qualification stage.</li> <li>The bidder must be compliant with the Data Privacy Act of 2012 and must be able to provide proof of registration and a Non-Disclosure Agreement to protect the personal information being processed on their behalf.</li> </ul>	
			CRITERIA FOR EVALUATION FOR SHORTLISTING, TECHNICAL REQUIREMENTS	
			<ul> <li>5. Bidders must submit a detailed work plan specifying installation design, detailed activities, connectivity diagram from end user premise up to the last mile and timelines. Detailed work plan shall be presented to the Technical Working Group during the post qualification stage of procurement;</li> <li>6. To ensure network redundancy, there shall be no repeating service provider for the primary and secondary lines. Winning</li> </ul>	

Item	Qty	Unit	Specification	Statement of Compliance
The same of the sa	Q.,		bidders for this procurement are no longer allowed to join should a procurement for secondary internet service will be opened.  7. Subscribed lines should be fully fiber optic from ISP up to the last mile except when Satellite Internet is required.  8. The bidders must be compliant with the following parameters:	
			Bandwidth and Connectivity Support	
			<ul> <li>i. Guaranteed dedicated 1:1 ratio symmetrical and bandwidth from clients to the global internet for lots requiring dedicated links;</li> <li>ii. Immediate problem isolation and resolution;</li> <li>iii. Provide corrective service information and configuration</li> <li>iv. Remote system monitoring and reporting (MRTG of each of the sites)</li> </ul>	
			Service Restoration and Quality of Service (QoS) Levels	
			<ul> <li>i. 8am x 5pm NBD (Next Business Day) response time;</li> <li>ii. Down / Disconnected sites must be up and running within reasonable time upon receipt of the report.</li> </ul>	
			<ul> <li>24 X 7 Help Desk Support Services</li> <li>i. Receive and respond to problem reports and user requests;</li> <li>ii. Provide first level technical support with regards to internet connectivity</li> </ul>	

Item	Qty	Unit	<ul> <li>Specification</li> <li>The DIA and Broadband internet subscriptions must have at least One (1) Usable Public IP Address each.</li> <li>IPv6 compliant.</li> <li>Bidders must be able to present the detailed monthly recurring fee to be charged and the corresponding installation fees (if not waived) in their proposals.</li> </ul>	Statement of Compliance
3	12	month	Subscription to a Cloud-Managed Software-Defined Wide Area Network Service for the DSWD Field Office CAR Regional and Sub-regional Offices  The project covers the provision of Cloud co-managed Software-Defined Wide Area Network Service for the DSWD Field Office CAR and Thirteen (13) sub-regional sites. It involves the following:  1. The winning Bidder shall provide SDWAN service, necessary hardware, software, licenses, and access required to setup the connection; 2. Provision of incident reports and updates in case of interruption/maintenance; 3. Provision of 24x7 support services; and 4. Entering into a Service Level Agreement which defines parameters of rebates for non-	
			performance, etc.  • Field Office CAR: Recommended Use Case: Large Branch Firewall Throughput: at least 750 Mbps Security Throughput: at least 650 Mbps	

Item	Qty	Unit	Specification	Statement of Compliance
Teem	Qij		Max. Site-to-Site throughput: at least	statement of complained
			500Mbps	
			Max. site-to-site VPN tunnels: at least	
			250	
			WAN Interfaces: Dedicated: at least 1	
			x GbE RJ45, 1 x USB (cellular	
			failover), and	
			Dual-purpose: 1 x GbE RJ45	
			LAN Interfaces: Fixed: at least 8 x	
			GbE; 2 x GbE (SFP)	
			Mounting: should be 1U rack	
			Should not be ISP-selective for Multi-	
			WAN setup	
			• 13 Remote Sites	
			Recommended Use Case: Small	
			Branch	
			Firewall Throughput: at least 600	
			Mbps	
			Security Throughput: at least 300	
			Mbps	
			Max. Site-to-Site throughput: at least	
			300Mbps Max. site-to-site VPN tunnels: at least	
			50	
			WAN Interfaces: Dedicated: at least 1	
			x GbE RJ45 1 x USB (cellular failover)	
			and Dual-purpose: at least 1 x GbE	
			RJ45	
			LAN Interfaces: Fixed: at least 4 x	
			GbE;	
			Mounting: should be Desktop/Wall	
			Mount	
			Should not be ISP-selective for Multi-	
			WAN setup	
			Features required for SDWAN Equipment (Applicable for both FO	
			and Remote Sites)	
			,	
			1. Should have centralized visibility	
			and control;	
			2. Should be capable of remote	
			deployment through zero-touch cloud	
			provisioning;	
			3. Should be capable of synchronizing	
			configurations using pre-defined	
	<u> </u>		templates;	

Item	Qty	Unit	Specification	Statement of Compliance
			4. Should have a centralized dashboard	
			management with management access granted to end user;	
			5. Should be capable of remote	
			configuration and diagnostics with	
			automatic policy application.	
			6. Secure operations that includes:	
			a. automatic, self-healing site-to-site	
			and client VPN	
			b. Stateful Next Generation Firewall	
			c. Snort Intrusion Prevention and	
			Detection	
			d. URL Content Filtering and Malware	
			protection	
			e. High availability and failover f. Limited lifetime hardware warranty	
			1. Limited methic hardware warranty	
			SUBMISSION OF REPORTS,	
			OUTPUTS AND DELIVERABLES	
			The major outputs of this project are as	
			follows with the aforementioned	
			specification per the scope services:	
			Pre-Installation	
			Provide detailed work plan specifying	
			installation design, detailed activities,	
			network diagram showing connectivity	
			from end user's datacenter up to the	
			last mile and timelines (SP to fill up	
			WORK PLAN form as attachment)	
			<b>Actual Installation</b>	
			1. Provide and install a Cloud-	
			managed Security and	
			SDWAN Equipment	
			2. Provide configuration of SDWAN Equipment with the	
			existing Primary and	
			Secondary Internet Connection	
			per area.	
			3. Complete the delivery,	
			installation and configuration	
			within thirty (30) calendar days	
			from the receipt of the Notice to	
			Proceed. Otherwise, the	
			winning bidder shall pay the	

Item	Qty	Unit	Specification	Statement of Compliance
			corresponding penalties/liquidated damages in the amount of one tenth of one percent (1/10 of 1%) of the total contract price for every calendar day of delay.	•
			<ul> <li>Configuration</li> <li>Configure SDWAN equipment for specified connection requirements; and</li> <li>Configure access permissions to the cloud management console;</li> </ul>	
			Testing Period	
			The selected Service Provider shall notify DSWD FO CAR in writing seven (7) days prior to the required inspection/testing of the internet service connection.	
			<ul> <li>The acceptance test procedure shall be in accordance with the following:</li> <li>a. The acceptance testing will be undertaken for a period of seven (7) days.</li> <li>b. No service interruption during the agreed test period</li> <li>c. If any of the foregoing conditions are not met, the count of the testing period shall be restarted until all of these conditions have been duly satisfied continuously for 7 working days.</li> </ul>	
			<ul> <li>Start of the Contractor's billing shall be based on the date of issuance of "Certificate of Acceptance".</li> <li>During the testing period, the Contractor shall not be held liable for performance degradation/interruptions that are beyond its control such as</li> </ul>	

Item	Qty	Unit	Specification	Statement of Compliance
			power outages, fluctuations or failure or malfunction of DSWD FO CAR's own equipment, and international/regional internet backbone problems.  DSWD FO CAR shall issue Certificate of Inspection and Acceptance to the Provider upon successful completion of the project.	
			Implementation	
			<ol> <li>Shall maintain all equipment in proper working order;</li> <li>Provide an escalation list and procedure in reporting faults and outages.</li> <li>Provider must immediately advise DSWD FO CAR any downtime occurrence or if any case the internet rerouted to a backup link;</li> <li>Providers must have standby equipment to immediately replace the existing equipment once found defective.</li> </ol> Service Level Agreement The selected SP should be able to render the following services:	
			render the following services:  1. Availability: Provide at least 95% service uptime in a month.  2. Render 24-hours x 7-days customer service support  3. Twenty-four (24) hours response time for technical problems that require on-site services.	
			Maintenance	

Itom   Oty   Unit   Specification	Statement of Compliance
Item Qty Unit Specification  1. Provide a single point of contact for customer support in both areas of network connectivity and Internet access;  2. Shall respond to request for maintenance at no cost to DSWD FO CAR;  3. Provide not less than 7 days proactive notice of scheduled downtimes, service interruption, upgrades or preventive maintenance, if any; subject to the approval of DSWD FO CAR and  4. Submit monthly access/usage reports to attest compliance to the SLA.  INSTITUTIONAL ARRANGEMENTS  The Service Provider (Firm) The service provider representative shall coordinate with the DSWD Field Office CAR, through the assigned project focal, within the duration of the project; and  The DSWD Field Office CAR  1. Grant the SP's authorized representative access to its premises, equipment and facilities located therein to perform its obligations, provided that such representative shall be accompanied by the duly assigned DSWD FO CAR personnel;  2. Responsible for the safe custody and use of the equipment installed by the SP provider;  3. Monitor the provided services and verify if the parameters under the Service Level Agreement are met and performed by the SP provider;  4. Issue Certificate of Inspection and Acceptance	Statement of Compliance

Item	Qty	Unit	Specification	Statement of Compliance
Item	Qty	Unit	QUALIFICATIONS OF THE SERVICE PROVIDER  1. The bidder must be a Local Networking Solutions or Telecommunications Provider. The bidder must be at least a certified gold level service provider partner of the SDWAN Equipment brand offered. Certificate should be included in the proposal subject to post qualification verification. Subcontracting is not allowed;  2. The bidder must also be able to provide the service on a subscription-basis paid through a monthly recurring fee for 12 months (January to December 2025) subject to renewal after performance evaluation. The monthly recurring fee should be stated in the bid together with the installation fees, if not waived. Installation fees must be included in the first billing if not waived.  3. The bidder must provide proof of capacity and ability to provide maintenance services and technical support to the sites indicated in Table 2. The service provider must submit detailed escalation and restoration procedures for	Statement of Compliance
			detailed escalation and	

Item	Qty	Unit	<b>Specification</b>	Statement of Compliance
			of 24 hours after the notification.  5. Bidders must have at least 1 CCIE Certified, 1 CCNA Certified, 1 CCNP Certified, 1 PMP and 1 MEF-CECP Certified to provide enhanced technical assistance for the requirements. Certificates and proof of employment should be included in the proposal subject to post qualification verification.  6. The bidder must have rendered at least ten (10) years of providing service to the different government agencies and private companies. Also, the offered SDWAN Equipment should be an internationally-recognized brand with more than 10 years of presence in the market.  7. Offered SDWAN Equipment brand should be included in at least the Challenger or Leader Quadrant of the Gartner Magic Quadrant for SD-WAN 2023  8. The bidder must be compliant with the Data Privacy Act of 2012 and must be able to provide proof of registration and a Non-Disclosure Agreement to protect the personal information being processed on their behalf.	
			CRITERIA FOR EVALUATION FOR SHORTLISTING, TECHNICAL REQUIREMENTS	
			1. Bidders must submit a detailed work plan specifying installation design, detailed activities, connectivity diagram from end user premise up to the last mile and timelines.	

			G 100	
Item	Qty	Unit	Specification	Statement of Compliance
			2. The bidders must be compliant	
			with the following parameters: 3. Service Restoration and	
			Quality of Service (QoS) Levels	
			4. 8am x 5pm NBD (Next	
			Business Day) response time	
			5. Down / Disconnected sites	
			must be up and running within	
			reasonable time upon receipt of	
			the report.	
			6. 24 x 7 Help Desk Support	
			Services	
			7. Receive and respond to	
			problem reports and user	
			requests	
			8. Provide first level technical	
			support with regards to	
			connectivity	
			9. Bidders must be able to present	
			the detailed monthly recurring	
			fee to be charged and the	
			corresponding installation fees	
			(if not waived) in their	
			proposals.	
			OWNERSHIP AND	
			PUBLICATION RIGHTS	
			1. All documentation produced	
			under the terms of this	
			engagement shall remain the	
			property of DSWD. DSWD	
			retains the exclusive right to	
			publish or disseminate the	
			knowledge products arising	
			from the engagement even after	
			the termination of this project.	
			2. The internet service provider is	
			required to submit a written	
			letter when requesting raw	
			data, versions and/ or parts of	
			the outputs which will be used	
			for purposes other than what	
			was originally agreed upon	
			with the terms of this	
			engagement.	

## **TERMS AND CONDITIONS**

		Statement of Compliance
1	Can comply with the attached Schedule of Requirements	
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 with the attached Schedule of Requirements.	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

Legal Do	cuments
	Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR and
<u>Technica</u>	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;
	<ul> <li>and</li> <li>Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;</li> <li>or</li> </ul>
	Original copy of Notarized Bid Securing Declaration; and
	Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or aftersales/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.
<u>Financia</u>	l 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 "R" 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;
	<u>or</u>
	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. FINANO	CIAL COMPONENT ENVELOPE
	Original of duly signed and accomplished Financial Bid Form;
П	and Original of duly signed and assemblished Dries Schedule(s)
Ш	Original of duly signed and accomplished Price Schedule(s).
Other de	ocumentary 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.

#### Price Schedule for Goods Offered from Within the Philippines

Name of Bidder :	Page of
Invitation to Bid No. ITB 2024-DSWDCAR-EPA-04 (Lot 1)	

1	2	3		4	5	6	7	8	9	10
Item	Description	Country of			Unit price EXW Insurance and a	Transportation and	Sales and other	Cost of Incidental	Total Price,	Total Price delivered Final Destination
		origin	Q	uantity		Insurance and all other costs incidental	taxes payable if Contract is	Services, if applicable, per item	per unit	(col 9) x (col 4)
						to delivery, per item			(col 5+6+7+8)	
	Primary Dedicated Internet for DSWD CAR Field Office and its Satellite Offices across CAR for Calendar Year 2025									
	Primary Dedicated Internet for DSWD CAR Field Office and its Satellite Offices across CAR for Calendar Year 2025	-	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 :	Page of
Invitation to Bid No. ITB 2024-DSWDCAR-EPA-04 (Lot 2)	

1	2	3		4	5	6	7	8	9	10
Item	Description	Country of			Unit price EXW Insurance and all	Transportation and	Sales and other	Cost of Incidental	Total Price,	Total Price delivered Final Destination
		origin	Q	uantity		Insurance and all other costs incidental	al Contract is	Services, if	per unit	(col 9) x (col 4)
						to delivery, per item		applicable, per item	(col 5+6+7+8)	
	Primary Dedicated Internet for DSWD Satellite Offices across CAR with at least six (6) usable Static Public IPS for Calendar Year 2025									
	Primary Dedicated Internet for DSWD Satellite Offices across CAR with at least six (6) usable Static Public IPS for Calendar Year 2025	-	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 :	Page of	
Invitation to Bid No. ITB 2024-DSWDCAR-EPA-04 (Lot 3)		

1	2	3		4	5	6	7	8	9	10
Item	Description	Country of			Unit price EXW			Cost of Incidental	Total Price,	Total Price delivered Final Destination
		origin	Qı	uantity			taxes payable if Contract is	Services, if	per unit	(col 9) x (col 4)
					per item	to delivery, per item		applicable, per item	(col 5+6+7+8)	
	Subscription to a Cloud Managed Software Defined Wide Area Network Service for the DSWD CAR Field Office and it Satellite Offices for Calendar Year 2025									
	Subscription to a Cloud Managed Software Defined Wide Area Network Service for the DSWD CAR Field Office and it Satellite Offices for Calendar Year 2025	-	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:

# **Checklist of Technical and Financial Documents**

	Name of Bidder/s
L.D.G	
ABC	
I. TECHNICAL COMPONENT ENVELOPE (First Envelope)	
Legal Documents	
(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;	
<u>or</u>	
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);	
<b>and</b> if applicable, Original Notarized Secretary's Certificate/ <b>Board Resolution</b> in case of a corporation, partnership, or cooperative;	
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)	
<u>or</u>	
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. FIN. Envelo	ANCIAL COMPONENT ENVELOPE (Second pe)		
	(i) Original of duly signed and accomplished Financial Bid Form;		
	Bid Amount:		
	(j) Original of duly signed and accomplished Price Schedule(s).		
Other a	locumentary requirements under <u>RA</u> <u>No.</u> 9184 (as ble)		
extension the release Filipino	r foreign bidders claiming by reason of their country's on of reciprocal rights to Filipinos] Certification from evant government office of their country stating that are allowed to participate in government ement activities for the same item or product.		
( )	Certification from the DTI if the Bidder claims nee as a Domestic Bidder or Domestic Entity.		

Name and Signature

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

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
	a. Owner's Name b. Address c. Telephone Nos.	a. Owner's Name b. Address c. Telephone Nos.  Date of the Contract	b. Address Contract Contract	b. Address Contract Contract Contract Contract Contract	b. Address Contract Contract Contract Contract Contract	a. Owner's Name b. Address c. Telephone Nos.  Date of the Contract Duration  Contract Duration  Kinds/Nature Amount of Contracts Undelivered

Submitted by	:
•	(Printed Name & Signature)
Designation	: <u> </u>
•	
Date	:

# STATEMENT OF SINGLE LARGEST SIMILAR COMPLETED CONTRACT

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

Submitted by	:_	
·		(Printed Name & Signature)
Designation	:_	
Date		·

# **Bid Securing Declaration Form**

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

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

# BID SECURING DECLARATION Project Identification No.: [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:
  - Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
  - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
  - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant

[Jurat]

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

# **Omnibus Sworn Statement (Revised)**

[shall be submitted with the Bid]

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;
  - 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	<b>WITNESS</b>	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]

Standard Form Number: SF-GOOD-14

Revised on: May 24, 2004

NOTE:

### 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 FY2022 or FY2023, 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
	compute	ed as follow	ıs:								

	NFCC = [(Current assets minus current liabilities outstanding or uncompleted portions of the projects u awarded contracts yet to be started, coinciding with	inder ongoing contracts, including
	NFCC = P	
	or	
	Commitment from a licensed bank to extend to it a coor a cash deposit certificate in the amount of at least 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 FY 2022 or FY 2023 stamped "RECEIVED" by the BIR or BIR authorized collecting agent.		
Submitted by:		
Nam	ne of Supplier / Distributor / Manufacturer	
Sigr Date	nature of Authorized Representative e :	

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

## **Bid Form for the Procurement of Goods**

[shall be submitted with the Bid]

	BID FORM
	Date : Project Identification No. :
	Project identification No
To: [name ar	nd address of Procuring Entity]
Supplementa acknowledge Goods] in cor or the total ca bid modification this Bid. The the applicable	g examined the Philippine Bidding Documents (PBDs) including the lor Bid Bulletin Numbers [insert numbers], the receipt of which is hereby duly d, we, the undersigned, offer to [supply/deliver/perform] [description of the formity with the said PBDs for the sum of [total Bid amount in words and figures] localed bid price, as evaluated and corrected for computational errors, and other ons in accordance with the Price Schedules attached herewith and made part of total bid price includes the cost of all taxes, such as, but not limited to: [specify taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) vies 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.
Comm	t this paragraph if Foreign-Assisted Project with the Development Partner: nissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, ct execution if we are awarded the contract, are listed below:
	dress Amount and Purpose of ency 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.

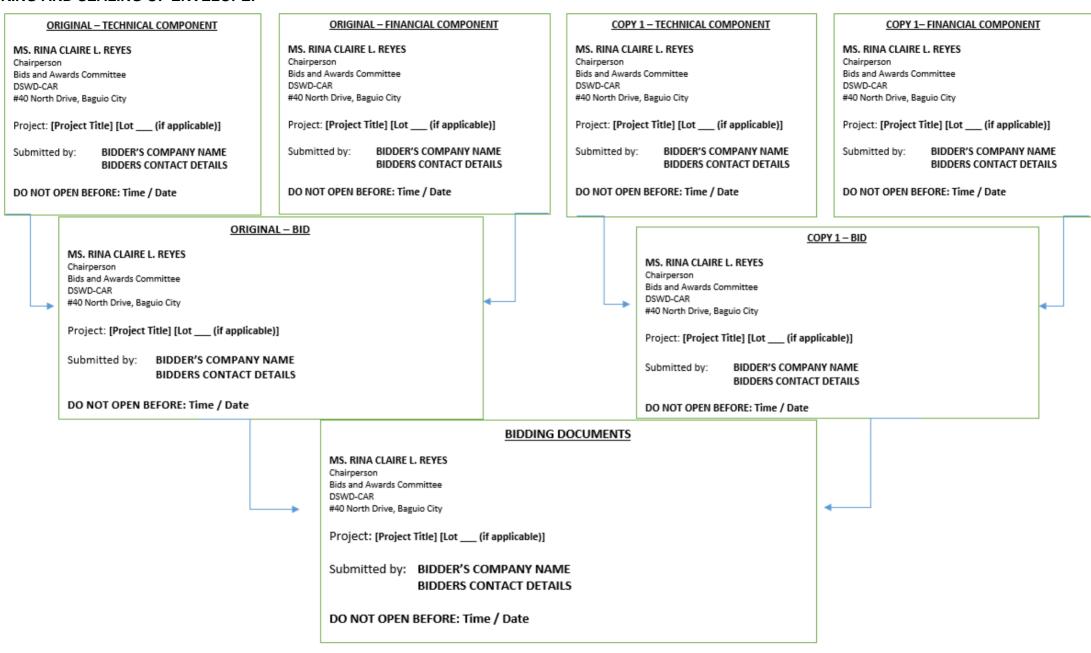
We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.

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.

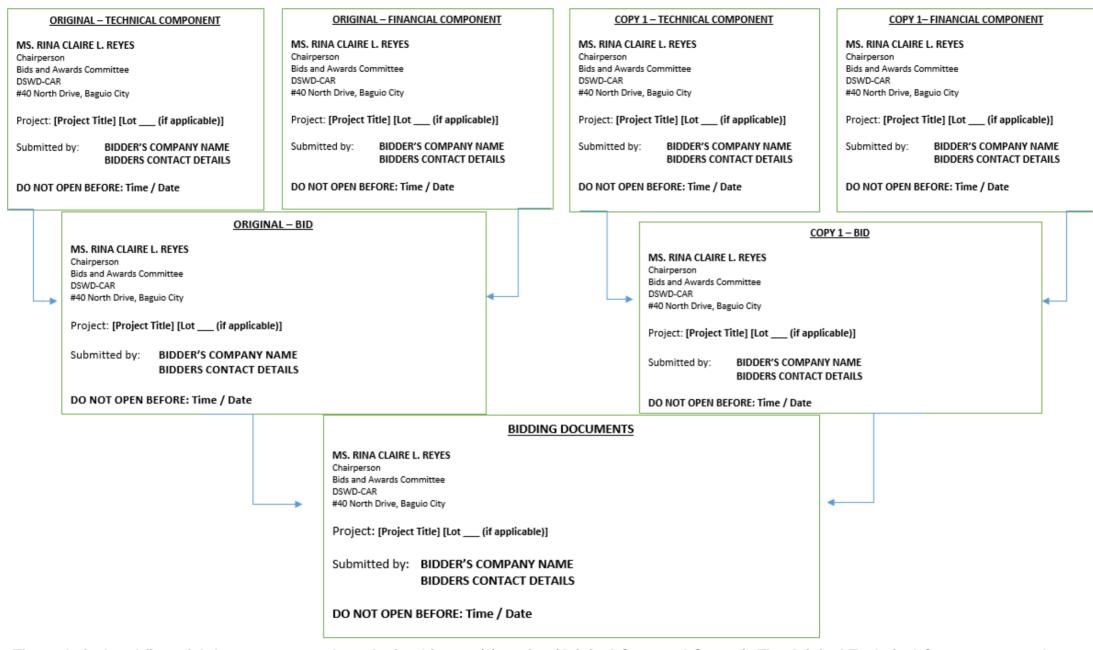
Name:	
Legal capacity:	
Signature:	
Duly authorized to sign the Bid for and behalf of:	
Date:	

#### 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.

#### 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.